

AGENDA

*Revised

*Removed Presentation 1 for more information
will be placed on the 6-21-18*

Thursday, June 14, 2018 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2018-51

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. **REMOVED** - Presentation Regarding City of Damascus Excess Fund Disbursements (David Bodway, Finance & Todd Loggan, Public & Government Affairs)
2. Presentation Supporting the 2018 Pride Parade (Laurel Butman, Co. Administration)

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

1. Resolution No. _____ for a Clackamas County Supplemental Budget Greater than 10% and Budget Reduction for Fiscal Year 2017-2018 (Diane Padilla, Budget Manager)

IV. PUBLIC DISCUSSION ITEM *(The following items will be individually presented by County staff or other appropriate individuals. Citizens wishing to comment on a discussion item must fill out a blue card provided on the table outside of the hearing room prior to the beginning of the meeting.)*

Health, Housing & Human Services

1. Approval of the Blueprint for a Healthy Clackamas County Plan (Dawn Emerick, Health, Housing & Human Services)

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

A. Health, Housing & Human Services

1. Approval of an Amendment to the Interagency Agreement between the Housing and Community Development Division and the Social Services Division for the Jackson Place Transitional Housing Project – *Housing & Community Development*
2. Approval of Amendment No. 1 for Intergovernmental Revenue Agreement with Lane County, for On-line Food Handlers Training/Testing Project – *Public Health*
3. Approval of Amendment No. 8 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County – *Public Health*
4. Approval of Amendment No. 1 to a Professional Services Agreement with Laboratory Corporation of America (LabCorp) for Laboratory Services for Clackamas County Health Centers Division (CCHCD) – *Health Centers*
5. Approval of an Intergovernmental Sub-recipient Agreement, Amendment No.2 with City of Lake Oswego/Lake Oswego Adult Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
6. Approval of an Intergovernmental Sub-recipient Agreement, Amendment No. 2 with Senior Citizen Council of Clackamas County to Provide Social Services for Clackamas County Residents – *Social Services*
7. Approval of a Professional, Technical, and Personal Services Contract with Northwest Family Services for Alcohol and Drug Pre-Engagement and Outreach Services at Clackamas County Middle and High Schools – *Behavioral Health*
8. Approval of Amendment No. 3 to the Professional, Technical, and Personal Services Agreement No.7840 with The Living Room for Youth/Young Adult Peer Support Services – *Behavioral Health*
9. Approval of Amendment No. 5 to Professional, Technical, and Personal Services Agreement No. 7315 with Oregon Family Support Network for Peer Delivered Services System of Care for Families in Crisis in Emergency Departments – *Behavioral Health*

B. Department of Transportation & Development

1. Approval of a Trust Deed Securing an Obligation to Contribute Funding to the Victory Road/Forsythe Road Intersection Realignment Project
2. Approval of Amendment No. 4 to the Contract with OBEC Consulting Engineers, Inc. for Consulting Engineering Services for the Replacement of the Salmon River (Elk Park Road) Bridge - *Procurement*

C. Finance Department

1. Approval of Resolution No. _____ for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2017-2018
2. Approval of Resolution No. _____ for Clackamas County for Transfer of Appropriations for Fiscal Year 2017-2018

D. Elected Officials

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

E. Business & Community Services

1. Approval of a Grant Agreement with the Oregon State Marine Board (OSMB) as Part of the Maintenance Assistance Program (MAP) for FY 2018-19

F. Public & Government Affairs

1. Approval of the Contract with Oregon Publication Corp., dba Pamplin Media Group for Publication Printing Services for the ClackCo Quarterly - *Procurement*

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Resolution No. _____ for North Clackamas Parks & Recreation District for Transfer of Appropriations for Fiscal Year 2017-2018
2. Approval of an Intergovernmental Agreement between North Clackamas Parks & Recreation District and Clackamas Community College for Community Based Instructional Programs
3. Approval of an Intergovernmental Agreement between North Clackamas Parks & Recreation District and Clackamas Community College for Educational & Enrichment Services
4. Approval of a Public Improvement Contract between North Clackamas Parks and Recreation District and Green Thumb Landscape & Maintenance, Inc. dba GT General Contracting - *Procurement*

VII. WATER ENVIRONMENT SERVICES

(Service District No. 1)

1. Approval of a Materials and Services Agreement between Atlas Copco Compressors LLC, and Clackamas County Service District No. 1 for the Tri-City Water Resource Recovery Facilities Process Air Blower Systems - *Procurement*
2. Approval of a Materials and Services Agreement between Atlas Copco Compressors LLC, and Water Environment Services for the Tri-City Water Resource Recovery Facilities Process Air Blower Systems - *Procurement*
3. Approval of Guaranteed Maximum Price, Amendment No. 2 with Slayden Constructors, Inc. for the Kellogg Creek Water Resource Recovery Facility Improvements Project

VIII. COUNTY ADMINISTRATOR UPDATE

IX. COMMISSIONERS COMMUNICATION

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

Portland Pride Waterfront Festival and Parade

Parade! SUNDAY June 17 - 11 a.m.
June 16 - Saturday, noon to 8 p.m.
June 17 - Sunday, 11:30 a.m. to 6 p.m.

Calling all Clackamas County Allies for a celebration of Diversity and Inclusion!

March or Volunteer; there is room for everyone!

What to Expect:

PRIDE! Pride in valuing our LGTBQ friends, family and allies!

Dress is casual and fun, but appropriate for representing the county.

Bring sunscreen and your sense of humor!

Want to MARCH in the PARADE?

Sunday 11a.m.-1p.m.

You are welcome to bring your friends and family, children, and pets (on leash).

PARADE SIGN UP:

<http://signup.com/go/FRqWLap>

Contact: Dee LeBaron

dlebaron@clackamas.us





MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 14, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget
(Greater Than Ten Percent and Budget Reduction) for Fiscal Year 2017-2018

Purpose/Outcome	Supplemental budget change FY 2017-2018
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$300,000
Funding Source	N/A
Duration	July 1, 2017-June 30, 2018
Previous Board Action/Review	Budget Adopted June 29, 2017 and amended August 10, 2017 and December 14, 2017
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

BACKGROUND:

Each fiscal year it is necessary to reduce allocations or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with ORS 294.471, which allows for governing body approval of supplemental budget changes for items ten percent or greater of the qualifying expenditures of the budget funds(s) being adjusted. The required notices have been published.

The Business and Economic Development Fund is reducing materials and services and budgeting for special payments for economic development projects.

The Happy Valley/Clackamas Joint Transportation Fund is reducing contingency and budgeting for special payments to local governments.

The Clackamas Broadband Utility Fund is recognizing additional connection fee revenue and budgeting for program costs.

The effect of this Resolution is an increase in appropriations of \$300,000 including revenues as detailed below

Charge for Services	\$ 300,000.
Total Recommended	<u>\$ 300,000.</u>

RECOMMENDATION:

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

Sincerely,

Diane Padilla,
Budget Manager

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

In the Matter of Providing
Authorization Regarding Adoption of a
Supplemental Budget for items
Greater Than 10 Percent of the Total
Qualifying Expenditures and Making
to Appropriations for Fiscal Year
2017-18



Resolution Order No. _____
Page 1 of 1

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

WHEREAS, a supplemental budget for the period of July 1, 2017 through June 30, 2018, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on June 14, 2018.

WHEREAS; the funds being adjusted are:

- . Business & Economic Development Fund
- . Happy Valley/Clackamas Joint Transportation Fund
- . Clackamas Broadband Utility Fund;

It further appearing that it is in the best interest of the County to approve this greater than 10 percent change in appropriations for the period of July 1, 2017 through June 30, 2018.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.473, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 14th day of June, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF GREATER THAN 10% OF BUDGET
June 14, 2018

Recommended items by revenue source:

Charge for Services	\$ 300,000
Total Recommended	\$ 300,000

BUSINESS AND ECONOMIC DEVELOPMENT FUND

Expenses:	
Economic Development	\$ (500,000)
Not Allocated to Organizational Unit	
Special Payments	500,000
Total Expenditures	\$ -

Business and Economic Development Fund is reducing materials and services and budgeting for special payments for economic development projects.

HAPPY VALLEY/CLACKAMAS JOINT TRANSPORTATION FUND

Expenses:	
Not Allocated to Organizational Unit	
Special Payments	\$ 1,600,000
Contingency	(1,600,000)
Total Expenditures	\$ -

Happy Valley/Clackamas Joint Transportation Fund is reducing contingency and budgeting for special payments to local governments.

CLACKAMAS BROADBAND UTILITY FUND

Revenues:	
Charge for Services	\$ 300,000
Total Revenue	\$ 300,000
Expenses:	
Not Allocated to Organizational Unit	\$ 300,000
Total Expenditures	\$ 300,000

Clackamas Broadband Utility Fund is recognizing additional connection fee revenue and budgeting for program costs.

June 14, 2018

Board of County Commissioners
Clackamas County

Presentation to Approve the Blueprint for a Healthy Clackamas County

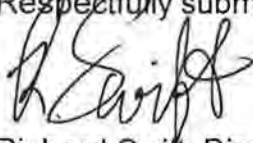
Purpose/Outcomes	To request Board adoption of the Blueprint for a Healthy Clackamas County report per ORS 431.413, requiring Local Public Health Authorities to conduct community health assessments and community health improvement plans in coordination with partners.
Fiscal Impact	\$216,000 funding for community grants -Policy Package submitted for an additional \$100,000
Funding Source	County general funds & private philanthropy
Duration	Ongoing
Previous Action	Several policy sessions have occurred throughout 2017 – 2018 to update the Board on progress.
Strategic Plan Alliance	<ol style="list-style-type: none"> 1. This presentation aligns with the County's Performance Clackamas goal to ensure safe, healthy and secure communities. 2. This presentation aligns with the H3S Department's Strategic Business Plan goal that by 2020, the health outcome disparities identified in the Community Health Improvement Plan will be reduced by 5%.
Contact Person	Dawn Emerick, Public Health Director, 503-655-8479

BACKGROUND

The Public Health Division of the Health, Housing & Human Services Department has completed its robust community health improvement planning and engagement activities with partners across Clackamas County to develop the finalized Blueprint for a Healthy Clackamas County report. The report is an external-facing working document that helps to coordinate, connect and align priorities for partners and County departments in order to collectively make an impact on improving the health and quality of life for our residents.

Staff would like the opportunity to present the finalized report for the general public, which highlights the recommended goals, objectives & strategies to be accomplished over the next three to five years. Staff are also requesting that the Board of County Commissioners take action today to approve the report as required per their role as the Board of Health for Clackamas County and begin having regular meetings convening as the Board of Health to receive updates on implementation of the plan.

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

BLUEPRINT FOR A HEALTHY CLACKAMAS COUNTY

Business Meeting Presentation – June 14, 2018



Health, Housing
& Human Services 
CLACKAMAS COUNTY



Public Health



NATIONALLY ACCREDITED LOCAL PUBLIC HEALTH DEPARTMENT



The measurement of health department performance against a set of nationally recognized, practice-focused and evidenced-based standards.

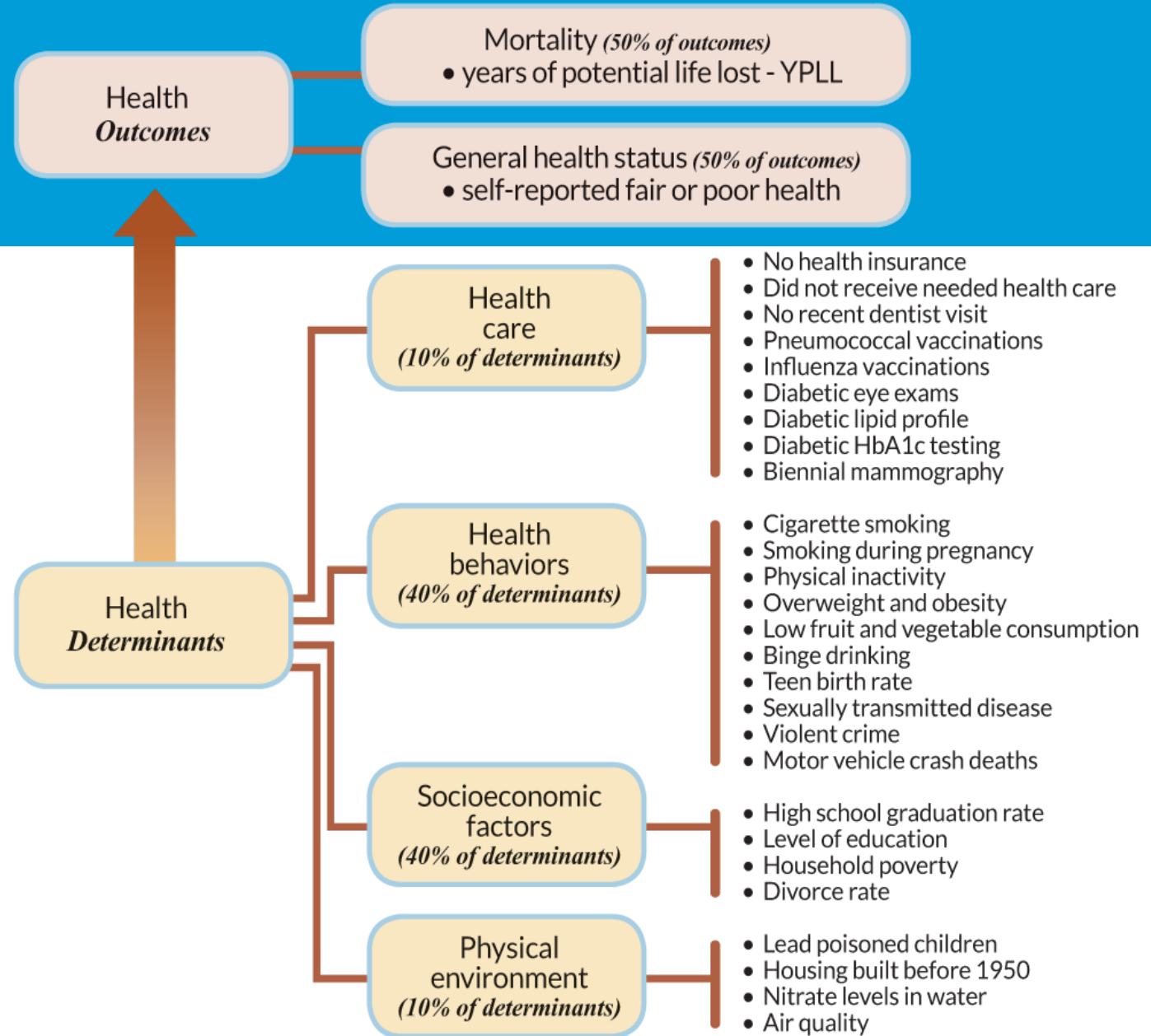
The goal of the voluntary national accreditation program is to improve and protect the health of the public by advancing the quality and performance of Tribal, state, local, and territorial public health departments.

1. Serve as the Chief Health Strategist for the Jurisdiction
2. Community Health Needs Assessment [External facing]
3. Community Health Improvement Plan [External Facing: Blueprint for a Healthy Clackamas County]
4. Strategic Plan [Internal Facing]
5. Address Population Health via Policy vs. Programs

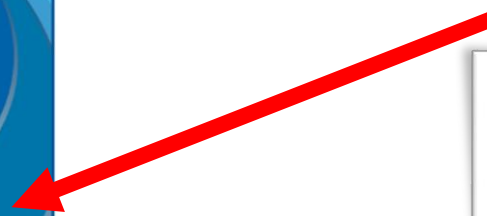
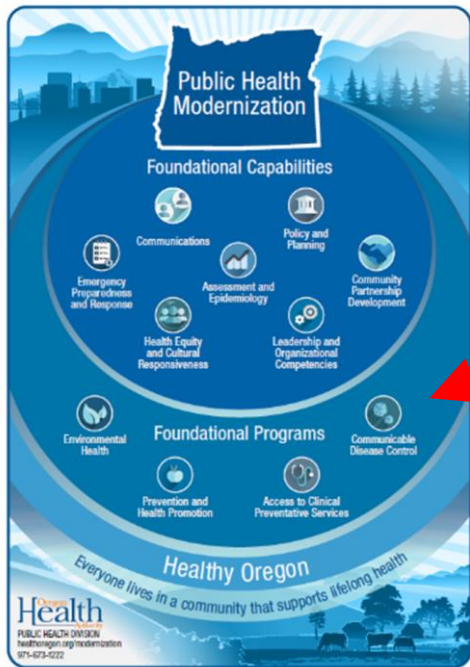
<http://cityhealthdata.org/policy>

COUNTY HEALTH RANKINGS

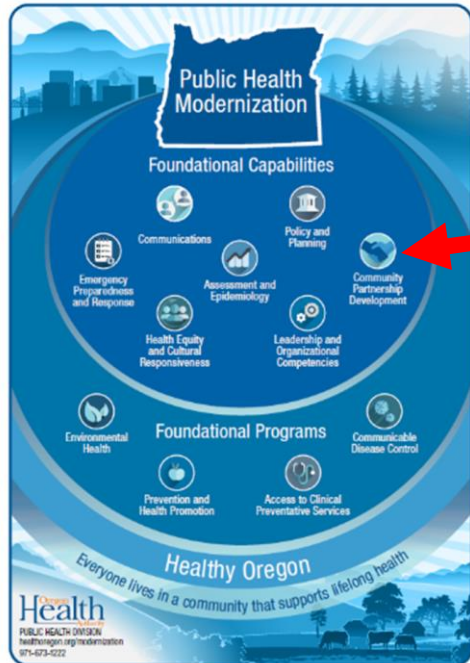
2014: #5 (25TH)
2015: #5 (29TH)
2016: #2 (35TH)
2017: #2 (36TH)
2018: #3 (39TH)



Foundational Programs



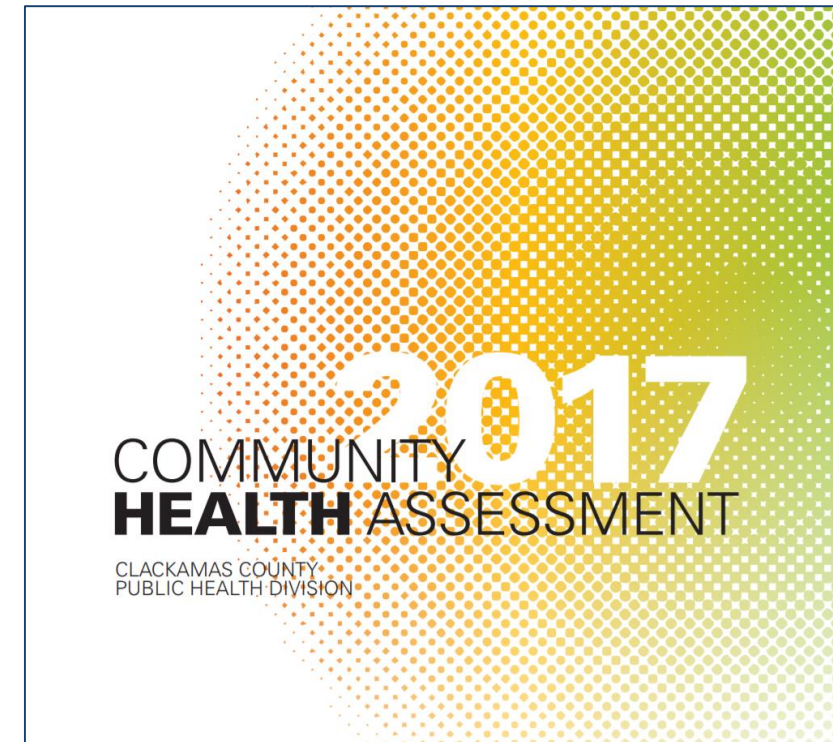
Foundational Capabilities



WHAT IS THE BLUEPRINT FOR A HEALTHY CLACKAMAS COUNTY?

The Blueprint for a Healthy Clackamas County is our version of the required Community Health Improvement Plan – a plan focused on partners working together to assure residents enjoy equitable access to resources, opportunities and environments that maximize the health of their communities.

Based on the 2017 Community Health Assessment, it puts community needs into action by prioritizing the external work Clackamas County Public Health conducts with partners and projects that are funded (via Blueprint Community Grants).



COMMUNITY ENGAGEMENT 2017 - 2018



ROADSHOWS

72 presentations



SURVEYS (online & hard-copy)

1,002 submitted



LISTENING SESSIONS

14 focus groups



BLUEPRINT SUBCOMMITTEES

269 participants



Organizations' Focus Areas

- Education
- Behavioral health
- Economic development
- Disease prevention
- Faith-based organization
- First responders
- Health care
- Nutrition
- Housing
- Law enforcement
- People with disabilities
- Early childhood & youth development
- Transportation
- Environmental justice



Populations Served

- Communities of color
- Persons with disabilities
- Houseless
- Immigrants and refugees
- LGBTQI
- Low-income
- Persons with mental illness / substance use
- Rural and unincorporated
- Seniors
- Veterans
- Youth

ROLES OF BOARD OF HEALTH & ADVISORY COMMITTEE

Board of County Commissioners

Serves as the Board of Health for Clackamas County set forth in ORS 431.415:

- The county board of health is the policymaking body of the county
- The county board of health shall adopt rules necessary to carry out its policies
- The county board of health shall not adopt a rule or policy that is inconsistent or less strict than any public health law or rule of the Oregon Health Authority
- The county board of health may adopt schedules of fees for public health services



Public Health Advisory Committee

- Advise the Public Health Director and staff
- Convene as the Ethics Committee for the Public Health Division
- Participate in the Blueprint for Healthy Clackamas County initiative
- Review written materials
- Make recommendations to assure alignment with public health goals
- Links public health programs and services
- Promote public health initiatives and activities
- Participates in community education and engagement

COMMUNITY HEALTH IMPROVEMENT PLAN FRAMEWORK

Three sections of the plan –

- Access to Health Care & Human Services
- Culture of Health
- Healthy Behaviors

Key Definitions	
Goals	The vision to be achieved within each action area
Objectives	Specific, measurable, achievable, relevant and time-bound indicators to measure the success of proposed strategies to be developed by CHIP subcommittees
Strategies	Evidence-based/ informed or innovative approaches to achieve the goal to be developed by CHIP subcommittees

GUIDING PRINCIPLE – ADDRESSING HEALTH ACROSS THE LIFESPAN

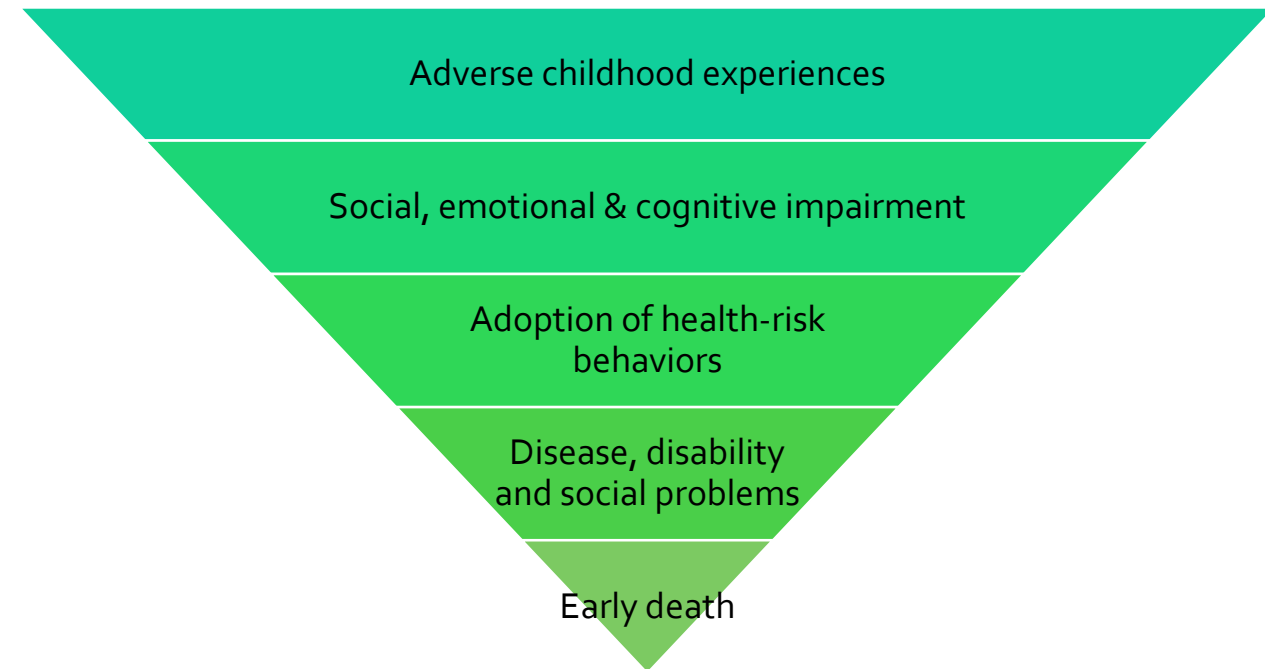
In order to address health needs and concerns that differ significantly based on age ranges, goals / objectives / strategies will be addressed by the age range categories described below. These categories align with the county's Early Learning Hub.

Health Across Lifespans - Age Range Categories								
Pre-Natal	Infants & Toddlers	Early Childhood	Youth/Adolescents	Teens	Young Adults	Adults	Older Adults	Everyone
--	Birth - 3 years	4 - 7 years	8 - 12 years	13 - 19 years	20 - 25 years	26 - 64 years	65+ years	ALL

GUIDING PRINCIPLE – TRAUMA-INFORMED APPROACHES

Trauma-informed care is an approach to service delivery that acknowledges the effects that trauma can have on an individual's physical and mental health. It is widely recognized that communities of color, people living in poverty and those with less access to education experience more traumatic events throughout their lifespans.

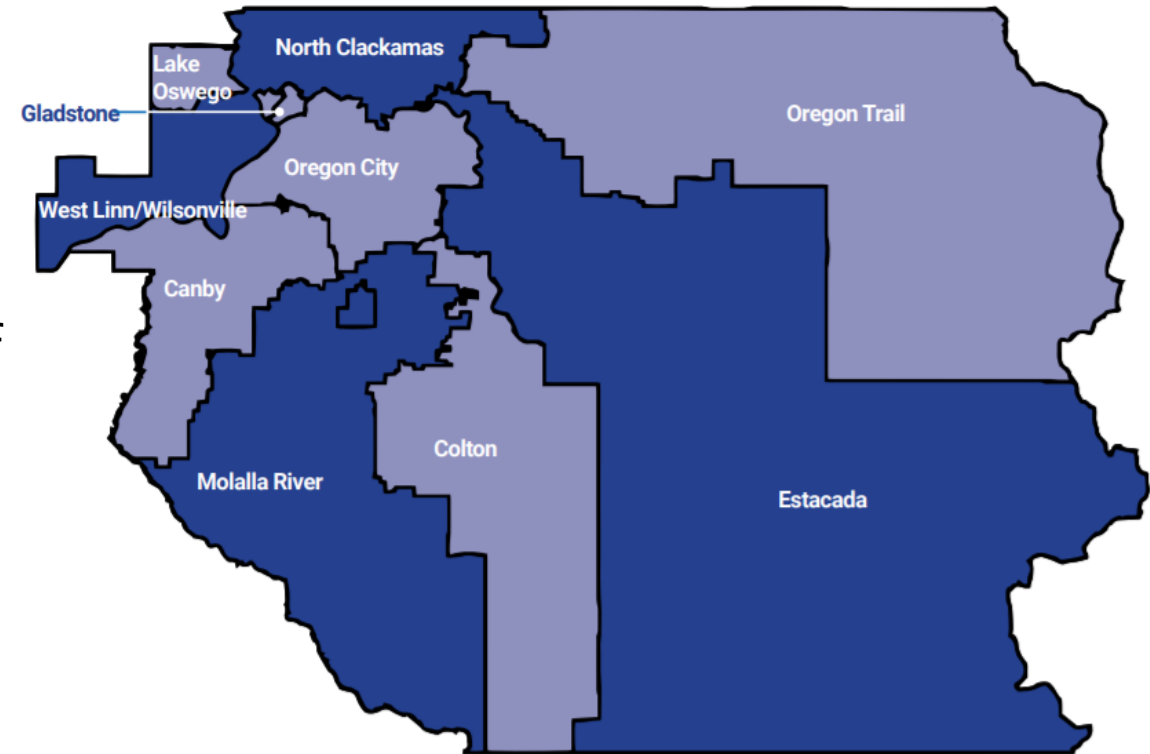
Trauma-informed approaches can be implemented at the individual, organizational and system-levels through significant changes in attitude, knowledge and practice.



GUIDING PRINCIPLE – GROUNDED IN HEALTH EQUITY

Clackamas County is economically and geographically diverse, which has historically made it difficult to analyze the health of particular communities.

Health Equity Zones are a new concept developed to address the gaps in our knowledge about the health of our communities. Clackamas County's 10 Health Equity Zones divide the county into small geographic areas to display data that communicates the health, equity and quality of life needs of local communities.



BLUEPRINT FOR A HEALTHY CLACKAMAS COUNTY

Assessment of Community Needs

(2017 Clackamas County Community Health Assessment)

Blueprint for a Healthy Clackamas County

(focused community health improvement activities within Health Equity Zones)

Access to Health Care & Human Services

- Increase Utilization of Services
- Improve Quality
- Transportation

Culture of Health

- Early Childhood Development
- Food Insecurity
- Housing

Healthy Behaviors

- Heart Disease & Diabetes
- Substance Use/Abuse & Suicides

PARTICIPATING ORGANIZATIONS

- American Medical Response
- Cascade AIDS Project
- Clackamas County Aging Services Advisory Council
- Clackamas County Children’s Commission
- Clackamas Education Service District
- Clackamas County Department of Transportation & Development
- Clackamas Dental Society
- Clackamas County Disaster Management Department
- Clackamas Fire District #1
- Clackamas County Behavioral Health Division
- Clackamas County Children, Youth & Families Division
- Clackamas County Public Health Division
- Clackamas County Social Services Division
- Clackamas County Vector Control
- Clackamas Volunteers in Medicine
- Clackamas Workforce Partnership
- Clackamas Service Center
- Gladstone School District
- Hacienda CDC
- Health Share of Oregon
- Jennings Lodge CPO
- Kaiser Permanente Northwest
- Northwest Family Services
- Northwest Housing Alternatives
- Orchid Health
- Oregon Coalition for Dental Care
- Oregon DHS
- Oregon Food Bank
- Oregon State University Extension
- Oregon State University – College of Public Health & Human Sciences
- Oregon Trail School District
- Planned Parenthood Columbia Willamette
- Project Access NOW
- Providence Health Services
- Schoolyard Farms
- Todos Juntos
- Tualatin Valley Fire & Rescue
- Vibrant Futures Coalition
- YMCA of Columbia Willamette
- Young Lives
- Community Advocates / Residents / Volunteers

NEXT STEPS

- Release of Blueprint Community Funds in August – September 2018
- Launch of web-based platform in July 2018 to support implementation & transparency

The screenshot shows the homepage of the SHAPE Riverside County website. The header features the logo "SHAPE RIVERSIDE COUNTY" and the tagline "Strategic Health Alliance Pursuing Equity". Below the header are navigation tabs for "EXPLORE DATA", "TOOLS & RESOURCES", "PRIORITY AREAS", and "ABOUT US". The main content area includes three large image-based buttons: "HEALTH DATA", "PRIORITY AREAS", and "RESOURCES". Below these are two report download buttons: "RIVERSIDE COUNTY COMMUNITY HEALTH ASSESSMENT 2015" and "RIVERSIDE COUNTY HEALTH IMPROVEMENT PLAN 2016-2020". A "Welcome to SHAPE Riverside County" message is followed by four icons representing different data categories: "FIND HEALTH DATA", "FIND DEMOGRAPHIC DATA", "HEALTHY PEOPLE 2020 TRACKER", and "SOCIONEEDS INDEX".

The screenshot displays the SocioNeeds Index web application. The title "SocioNeeds Index" is at the top. Below it, a text box explains that the 2018 SocioNeeds Index is a measure of socioeconomic need correlated with poor health outcomes. It states that zip codes, counties, and county equivalents are given an Index Value from 0 (low need) to 100 (high need), and that selected locations are ranked from 1 (low need) to 5 (high need). A map of Orange County is shown, with zip codes shaded in various shades of blue to represent the Index Value. A "MAP LEGEND" is visible, showing a scale from 1 to 5, with 5 being the darkest blue. The map includes navigation controls like zoom in (+), zoom out (-), and a search bar. At the bottom, there are dropdown menus for "County:" and "Index Data:".

The screenshot shows the "HEALTHIER TOGETHER" website, with the tagline "Improving Health through Planning and Partnerships". The navigation bar includes "PRIORITIES", "DASHBOARDS", "OC REPORTS", "RESOURCES", and "ABOUT US". The main heading is "Community Health Dashboards". Below this is a search bar and two dropdown menus for "Find an Indicator" and "Find a Location". A grid of dashboard options is displayed, each with an icon and a brief description:

- Demographics Dashboard:** View data on 554 demographic variables including age, race, housing, and income.
- All Indicator List by Location:** View a list of all 361 indicators and see what location they are available at.
- OC Dashboard:** See how Orange County compares to the state and U.S. on over 200 health, social, and economic indicators.
- Healthy People 2020 Progress Tracker:** See how Orange County is doing compared to Healthy People 2020 targets.
- OC Older Adult Dashboard:** View over 70 health, social, and economic indicators for Orange County's older adults.
- OC Women's Health Dashboard:** View indicators related to Women's Health for Orange County.
- Disparities Dashboard:** View all indicators with breakout data by age, gender, and race/ethnicity.
- OC Age Breakout Dashboard:** View all indicators with breakout data by age group.
- OC Gender Breakout Dashboard:** View all indicators that have breakout data by gender at all locations.
- OC Race/Ethnicity Breakout Dashboard:** View all indicators that have breakout data by race/ethnicity group.

**Clackamas County Health Centers Division
FY19 Budget: School Based Health Centers**

	Oregon City		Rex Putnam		Total FY19	
	SBHC	Sandy SBHC	SBHC	Colton SBHC	SBHC Budget	
REVENUE						
Charges For Services	\$ 249,200	\$ 249,200	\$ 263,000	\$ -	\$ -	\$ 761,400
Internal County Grants	\$ 114,515	\$ 128,915	\$ -	\$ -	\$ -	\$ 243,430
Total Revenue	\$ 363,715	\$ 378,115	\$ 263,000	\$ -	\$ -	\$ 1,004,830
EXPENDITURES						
Personnel Services	\$ 363,368	\$ 381,839	\$ 437,142	\$ -	\$ -	\$ 1,182,349
Materials and Services	\$ 41,516	\$ 53,807	\$ -	\$ 493	\$ -	\$ 95,816
Cost Allocation Charges	\$ 39,271	\$ 36,655	\$ -	\$ -	\$ -	\$ 75,926
Total Expenditures	\$ 444,155	\$ 472,301	\$ 437,142	\$ 493	\$ -	\$ 1,354,091
Surplus/-Deficit	\$ (80,440)	\$ (94,186)	\$ (174,142)	\$ (493)	\$ -	\$ (349,261)

Blueprint for a Healthy Clackamas County

2017 - 2020

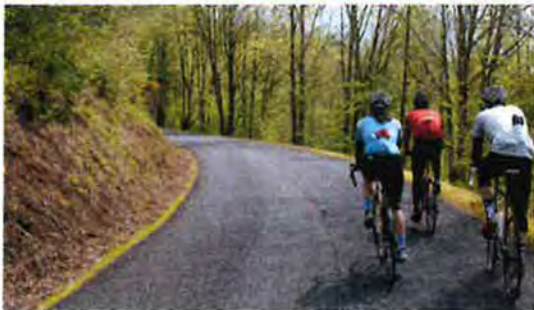


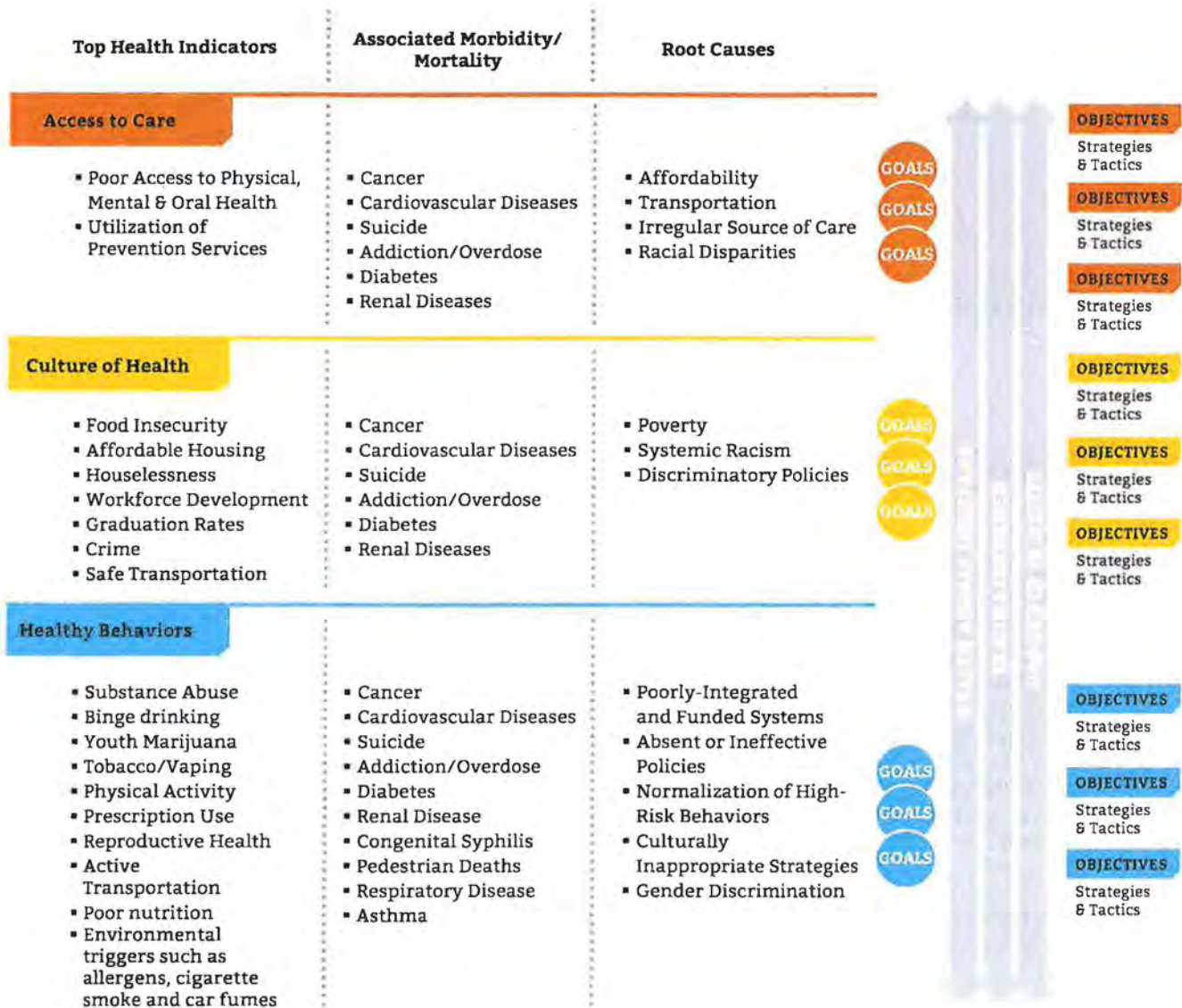


Table of Contents

Executive Summary	page 4
Introduction	
Clackamas County, Oregon	page 7
Health, Housing & Human Services Department	page 9
Clackamas County Public Health Division	page 10
Public Health Advisory Committee	page 11
Healthy Columbia Willamette Collaborative	page 12
2017 Clackamas County Community Health Assessment	page 13
Community Health Improvement Plan Framework	page 16
Guiding Principles	page 17
Access to Health Care & Human Services	page 19
Culture of Health	page 31
Healthy Behaviors	page 43
References	page 48
Acknowledgements	page 49

COMMUNITY HEALTH IMPROVEMENT PLAN

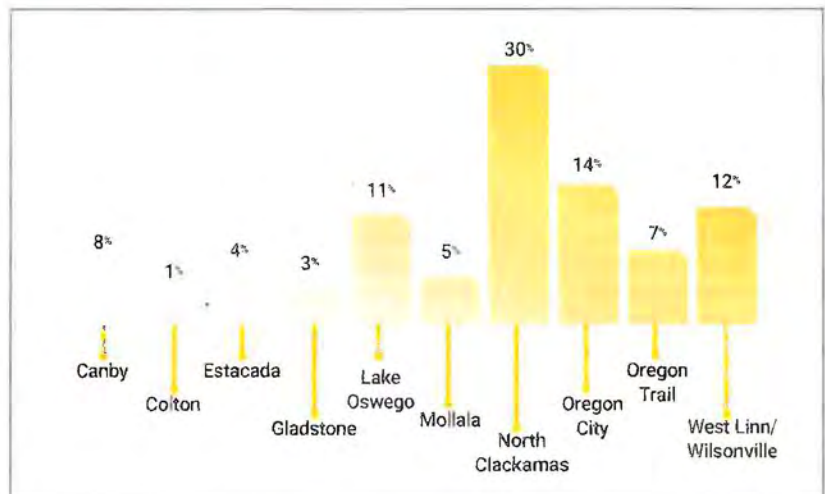
Priorities





Clackamas County, Oregon

Clackamas County, in north central Oregon, is one of the four counties that make up the Portland, Oregon, metropolitan area. The county encompasses 1,879 square miles (4,866.6 square kilometers), slightly larger than the state of Rhode Island. The county's heavily-timbered geographical features include the 11,235-foot Mt. Hood, the Mt. Hood National Forest, the Bull Run Watershed and numerous rivers – including the Willamette, Clackamas, Sandy, Pudding, Molalla, and Salmon. Some of Oregon's richest farmland is located in areas surrounding the communities of Canby, Sandy, Boring, Wilsonville, and Molalla.





Health, Housing & Human Services

The Department of Health, Housing and Human Services (H3S) is one of the largest departments in Clackamas County, serving tens of thousands of people. HS3 includes the following eight divisions: Behavioral Health, Children, Youth & Families, Community Solutions, Health Centers, Housing & Community Development, Public Health, and Social Services. These divisions are dedicated to ensuring healthy families and strong communities.



Public Health Advisory Committee

The Clackamas County Public Health Advisory Committee is the sounding board and community voice of the Public Health Division. Committee members:

- Advise the Public Health Director and staff in the development of activities, strategies and priorities to achieve community health improvement goals.
- Convene as the Ethics Committee for the Clackamas County Public Health Division and discuss public health ethics issues occurring within the county.
- Participate in the Blueprint for a Healthy Clackamas County subcommittees and provide report-outs on progress in implementing goals, objectives, strategies and tactics.
- Review reports, planning documents and publications.
- Make recommendations to assure alignment with public health goals and standards.
- Link public health programs and services to the residents of the county.
- Promote public health initiatives and activities.
- Participate in community education and engagement.



2017 Clackamas County Community Health Assessment

In 2017, the Public Health Division produced the Clackamas County Community Health Assessment (CHA)¹ using regional and county-specific health data shown through the lens of 10 Health Equity Zones (Figure 1). The data is presented through the following seven categories: Population & Demographics, Culture of Health, Environmental Health, Health Behaviors, Maternal & Child Health, Illnesses and Chronic Conditions, and Deaths. Overall, the Community Health Assessment examined the health of our residents and presented how issues such as affordable housing, transportation, alcohol and drug use and educational attainment for youth affects the health of our communities.

Community Engagement and Partnerships

Between January and May 2017, the Public Health Division contacted 76 community organizations (see page 51 for a complete list of the organizations). Of the 76 organizations contacted, 60 (79 percent) received a

presentation of the 2017 CHA findings and participated in an activity to assist in developing the Blueprint for a Healthy Clackamas County. The primary purposes were to gain feedback on the concept of the Health Equity Zones and to have a discussion around our top health priorities. Participants ranked their top three health priorities out of the possible ten in the presentation. Following the exercise, participants discussed their top choices and offered suggestions for priorities that were not identified in the assessment.

Of the organizations who participated in the outreach, approximately half (46%) were organizations that represent all of Clackamas County. The remaining organizations were part of a specific Health Equity Zone. At least one presentation was given to an organization with representation in each of the Health Equity Zones.

¹ 2017 Clackamas County Community Health Assessment. http://www.clackamas.us/publichealth/documents/cha_final.pdf

Priorities	Minimum Votes	Mean Votes	Maximum Votes	Total Votes
Increase health care access	1	8.05	26	330
Increase access to housing	0	7.27	32	298
Increase high school graduation rates	0	5.83	23	239
Increase the number of people who meet physical activity guidelines	0	4.15	16	170
Decrease the number of people who attempt suicide	0	3.51	14	144
Decrease the number of people who are classified as obese	0	2.29	14	94
Decrease the number of high blood pressure and/or diabetes diagnoses	0	1.68	5	69
Decrease the number of youth who report alcohol use	0	1.61	9	66
Decrease the number of cardiovascular deaths	0	1.54	7	63
Decrease the number of sexually transmitted infections	0	0.63	5	26

Figure 6. Top Health Priorities.

Qualitative analysis methods were used to quantify the verbal feedback received throughout the outreach process. Feedback was categorized into three topics: (1) challenges of adopting the Health Equity Zone framework, (2) benefits of adopting the Health Equity Zone framework, and (3) specific health priorities of the organization.

Top challenges of adopting the Health Equity Zone framework included the number of zones and the amount of data needed, the geographical size of the zones and the level of disparity within them, equitable access to resources within each zone, and concern for access issues within the rural communities. Benefits of adopting the Health Equity Zone framework included more targeted allocation of data, information, and resources, ownership and identity with one's community, and more impactful focus on the differences within the County.

The top health priorities verbalized by the organizations align with the top priorities identified through the prioritization exercise (see Figure 6). Notably, organizations spoke of access to health care and housing, improving graduation rates, and increasing physical activity. However, additional priorities of the organizations include access to mental health, increased employment, and improved transportation.



Guiding Principles

Assessing Health across the Lifespan

Health is defined as a state of complete physical, mental and social well-being¹. Our individual behaviors only determine about 30% of our health²; it is our income, education, jobs, housing and relationships that affect our health the most and can either support or prevent us from being healthy. For example, it is estimated that of the 2.8 million deaths in the United States in 2000, 245,000 were attributed to low education, 176,000 to racial segregation, 162,000 to low social support, 133,000 to individual-level poverty, and 119,000 to income inequality^{3,4}. Collectively, these "social determinants of health" are the conditions that contribute to health disparities among different communities. In Clackamas County, some of our residents do not have equitable access to the opportunities and systems that contribute to good health. Discrimination and other structural inequities worsen the health and quality of life experienced by some of our residents^{5,6}.



Root Cause of Health

1. Poverty
2. Institutional Racism
3. Gender Inequality



Access to Health Care and Human Services

Access to health care and human services improves both individual and community health. This includes prevention and treatment services for physical, behavioral and oral health as well as support services, such as transportation, food assistance, childcare and assistance enrolling in and using health insurance. Health departments and other members of the public health system link people to needed services, ensure delivery of health care and an able workforce and evaluate the effectiveness, accessibility and quality of these services. (from Healthy Chicago)

Access to health care means having “the timely use of personal health services to achieve the best health outcomes” (IOM, 1993).

Attaining good access to care requires three steps:

- Gaining entry into the health care system.
- Getting access to sites of care where patients can receive needed services.
- Finding providers who meet the needs of individual patients and with whom they can develop a relationship based on mutual communication and trust.

Health care access is measured in several ways, including:

- Existence of resources that facilitate health care, such as health insurance or a source of care.
- How easily patients can gain access to health care.
- The ultimate outcome of good access to care (i.e., the successful receipt of needed services).

Health Care Access

Density of Federally Qualified Health Centers and Hospitals

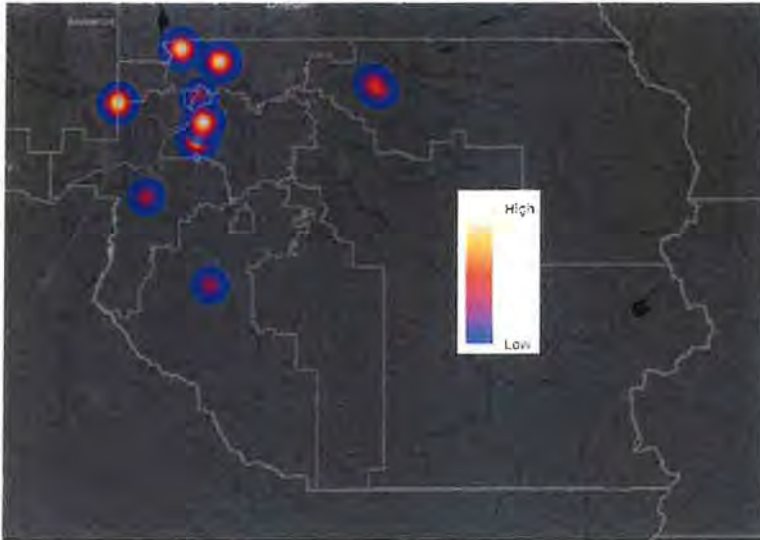


Figure 9. Density of Federally Qualified Health Centers and Hospitals.



In 2013, 1 Primary Care provider for **1,159 people**

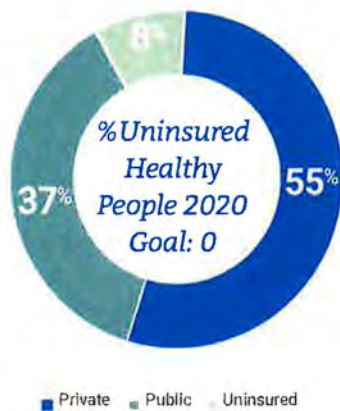


In 2014, 1 Dentist for **1,321 people**

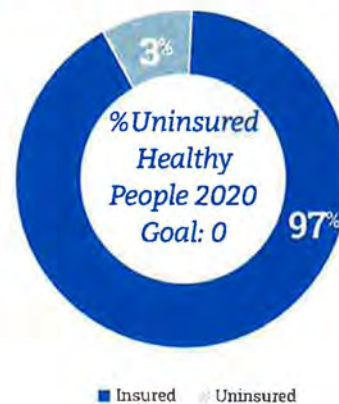


In 2015, 1 Mental Health provider for **476 people**

Health Insurance Coverage, By Type, 2014.



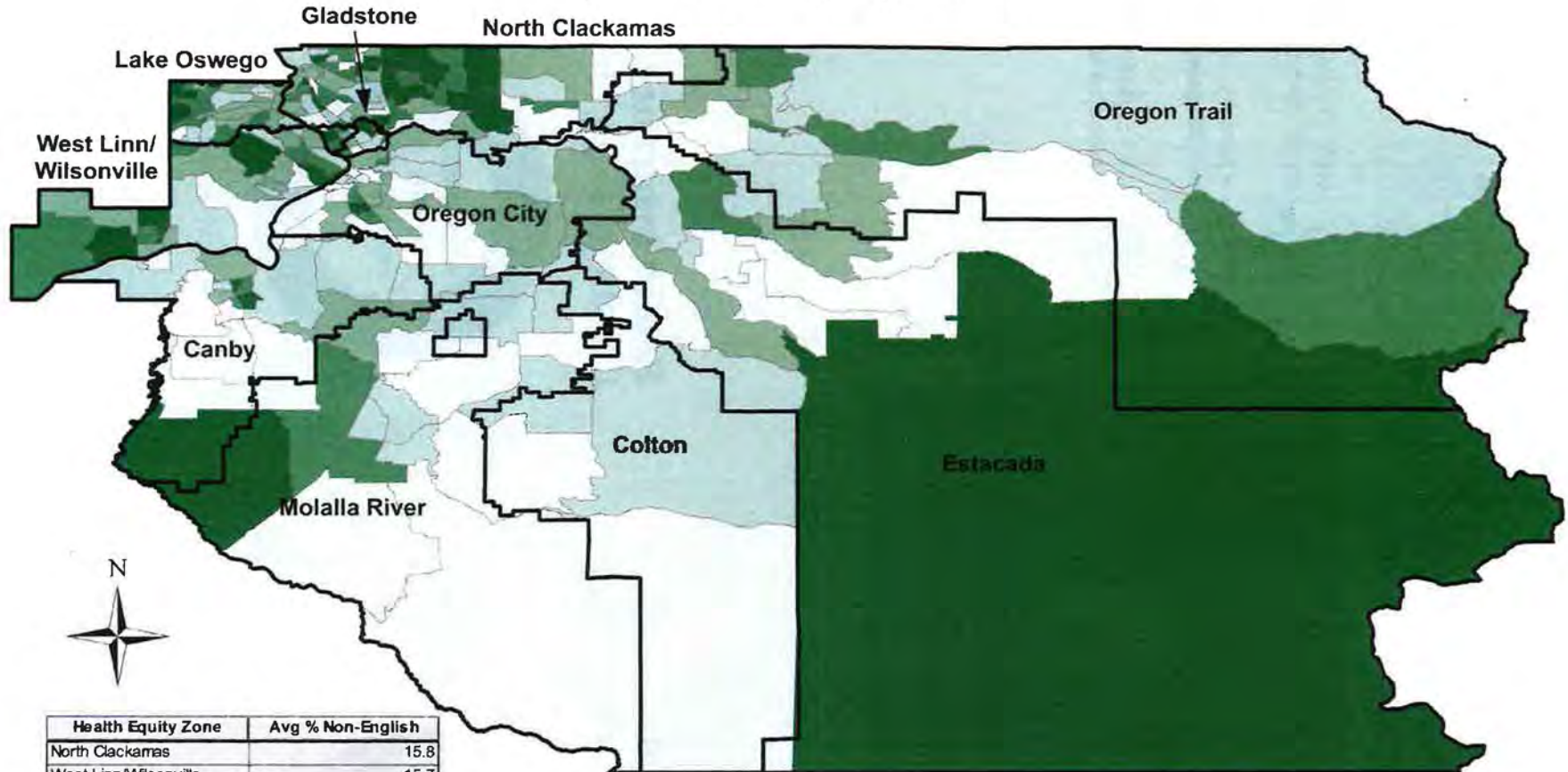
Health Insurance Coverage, By Type, 2015.



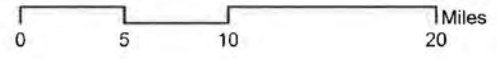
Sources:

Healthy Columbia Willamette Collaborative, Community Health Needs Assessment, 2016
 Impacts of the Affordable Care Act on Health Insurance Coverage in Oregon. County Results/Statewide Update
 February 2015. Oregon Healthy Authority, Oregon Health & Science University

Percent Non-English Speakers per Census Block Group by Health Equity Zone



Health Equity Zone	Avg % Non-English
North Clackamas	15.8
West Linn/Wilsonville	15.7
Lake Oswego	13.1
Canby	12.2
Gladstone	11.8
Oregon City	9.2
Molalla River	8.7
Oregon Trail	8.2
Estacada	7.5
Colton	6.1



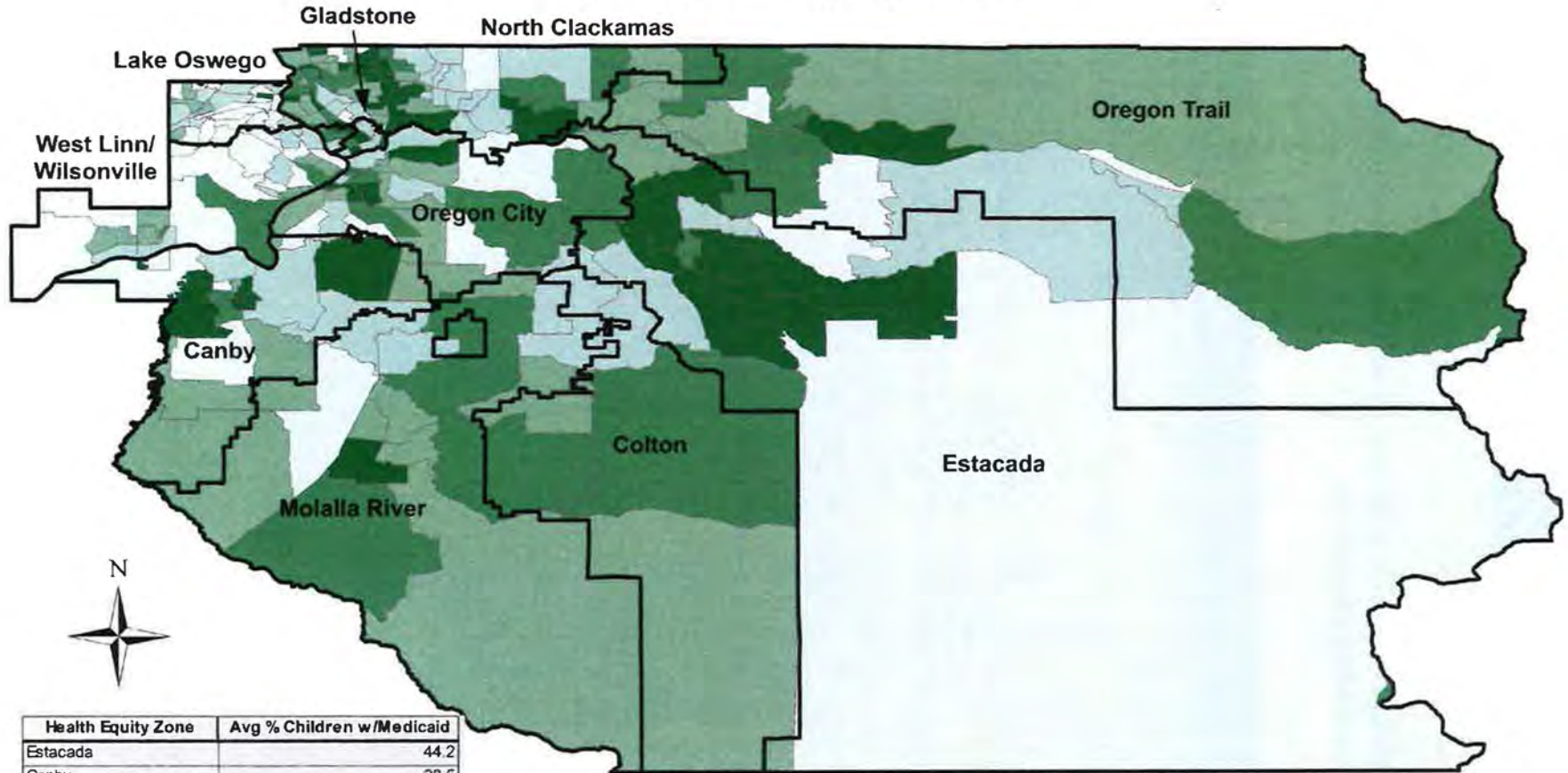

Oregon State University
 College of Public Health
 and Human Sciences


**Health, Housing
& Human Services**
 CLACKAMAS COUNTY

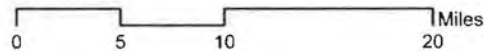

Public Health
 Prevent. Promote. Protect.

Clackamas County Public Health Department
 Data Source: ACS 5-year estimates, 2011-2015 and
 Clackamas County Public Health Department
 Produced by: OSU Spatial Health Lab; 4/2017

Percent Children with Medicaid per Census Block Group by Health Equity Zone



Health Equity Zone	Avg % Children w/Medicaid
Estacada	44.2
Canby	28.5
North Clackamas	26.9
Oregon City	23.9
Gladstone	23.9
Oregon Trail	23.6
Colton	21.5
Molalla River	20.3
West Linn/Wilsonville	13.4
Lake Oswego	6.9



Legend

- Health Equity Zone
- % Children w/ Medicaid
 - 0.0 - 3.5
 - 3.5 - 12.9
 - 12.9 - 25.4
 - 25.4 - 38.2
 - 38.2 - 100.0



Clackamas County Public Health Department
 Data Source: ACS 5-year estimates, 2011-2015 and
 Clackamas County Public Health Department
 Produced by: OSU Spatial Health Lab; 4/2017

Objectives	Strategies	Health Equity Zones	Age Ranges
A. Increase the utilization of primary medical and dental care for individuals with Oregon Health Plan (OHP) in communities within Clackamas County.	Conduct access disparity analysis of OHP data (led by Clackamas County Public Health staff).	ALL	65 and above
	Increase promotion of insurance benefit/medical transportation travel resources for Clackamas OHP members.	ALL	
	Design marketing & communication messaging for older adults to increase utilization of primary care resources within communities	ALL	
	Support targeted information messaging on importance of prevention screenings/available benefits for OHP members.	ALL	
	*Coordinate training for health care professionals to acquire the skills to perform oral health screening tools.	ALL	
	*Increase the use of Expanded Practice Dental Hygienists and/or Dental Therapists in targeted rural areas, such as Community Centers.	Rural HEZs	
	Dedicate staffing to coordinate dental vans in targeted Health Equity Zones.	Rural HEZs	
	Advocate for Medicare include dental benefits.	ALL	
	Create, Support and utilize navigation network between agencies serving the same families	ALL	
B. Increase the proportion of individuals in Clackamas County with mental and substance use challenges who receive treatment.	Conduct disparity analysis of mental and substance abuse utilization (led by Clackamas County Public Health & Behavioral Health).	ALL	0 to 18
	Explore social media and health advocacy awareness messaging.	ALL	
	Training and education for primary care providers on screening tools for depression and suicide risk (e.g. SBIRT and Columbia screenings).	ALL	
	Create, Support and utilize navigation network between agencies serving the same families.	ALL	
	Increase amount of behavioral health resources in Clackamas County SBHCs.	Sandy, NC, Estacada, OC	
	Provide education and awareness surrounding the prevalence of mental health by expanding Mental Health First Aid training to the community.	ALL	
	Provide education and awareness as to the prevalence of suicide and who is at risk.	ALL	
	Ensure that screening for suicide risk is occurring at regular intervals using a standardized instrument and by trained healthcare professionals.	ALL	
	For those individuals that are at risk of suicide or determined to be suicidal, they will receive care specific to decreasing risk, increasing protective factors and be treated for their sui-cidality.	ALL	
	Conduct disparity analysis of mental and substance abuse health utilization (led by Clackamas County Public Health & Behavioral Health).	ALL	18 to 64
	Develop & implement anti-stigma messaging on behavioral health for adults living in Clackamas County.	ALL	
Provide education and awareness surrounding the prevalence of mental health by expanding Mental Health First Aid training to the community.	ALL		

Goal 3: Improve physical environments and access to transportation.

Objectives	Strategies	Health Equity Zones	Age Ranges
A. Ensure residents have equitable access to transportation options for health & human services.	Expand alternative modes of transportation to rural communities (e.g. Uber, Lyft, volunteer driving programs).	Rural HEZs	ALL
	Expand Transportation Reaching People (TRP) program with increased emphasis equity.	Rural HEZs	
	Increase safe, affordable routes for residents to access services in urban communities.	Urban/ Suburban HEZs	
	Incorporate health and safety impacts reviews for transportation infrastructure projects to include safety, health and equity for all jurisdictions who own roads in Clackamas County.	ALL	
B. Improve physical environments to support access to health & wellness.	Increase use of telehealth, emerging technologies, community paramedics & community health workers to bring services to people.	Rural HEZs	ALL
	Increase the amount of safe, affordable and interconnected communities within the Clackamas County Health Equity Zones.	Urban/ Suburban HEZs	
	Incorporate all relevant modes of travel into transportation projects for all jurisdictions who own roads in Clackamas County.	ALL	
	Work with public transit agencies serving County residents to examine safety, health and equity as part of their strategic plans.	ALL	



Culture of Health

A Culture of Health is broadly defined as one in which good health and well-being flourish across geographic, demographic, and social sectors. where fostering healthy, equitable communities guides public and private decision making and everyone has the opportunity to make choices that lead to healthy lifestyles.

The exact definition of a Culture of Health can look very different to different people. It must embrace a wide variety of beliefs, customs and values and be as diverse and multifaceted as the population it serves.

In order to impact the outcome of improved population health, well-being and equity; the four action areas must work in coordination with the other not in isolation.

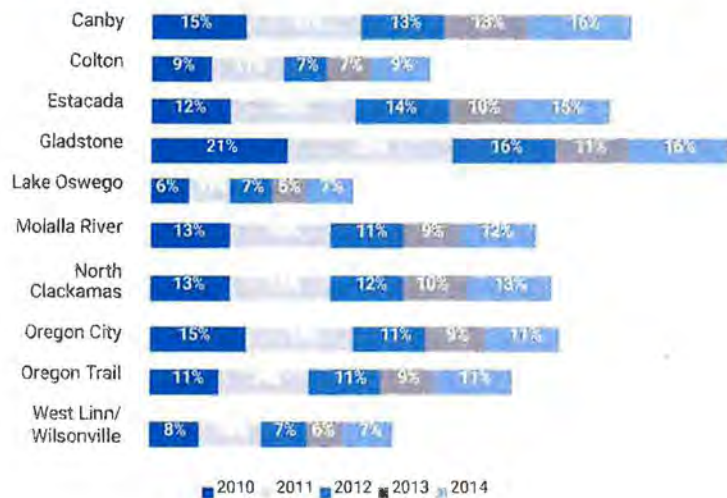


Figure 10. Equity outcomes.



Estimates of Children 5-17 Living in Poverty,

by Health Equity Zone, 2010-2014



For every 1,000 persons in Clackamas County in 2015 approximately five were living in unstable housing, unsheltered or living in shelter programs. 47 percent of the homeless population counted in 2015 were under the age of 18.

Racial Characteristics of the Population Earning <125 percent Federal Poverty Level (\$25,975)

3 in 10 American Indian/ Alaska Native



1 in 10 Asian



2 in 10 Black/African American



2 in 10 Native Hawaiian/Pacific Islander

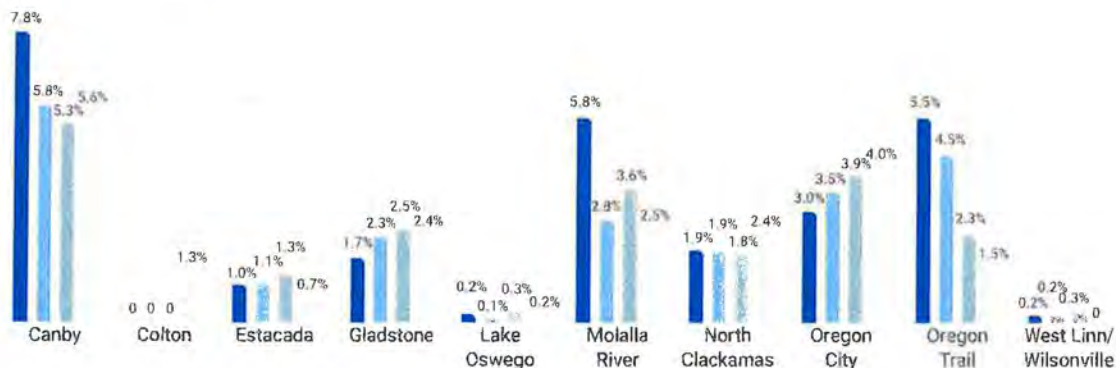


1 in 10 White

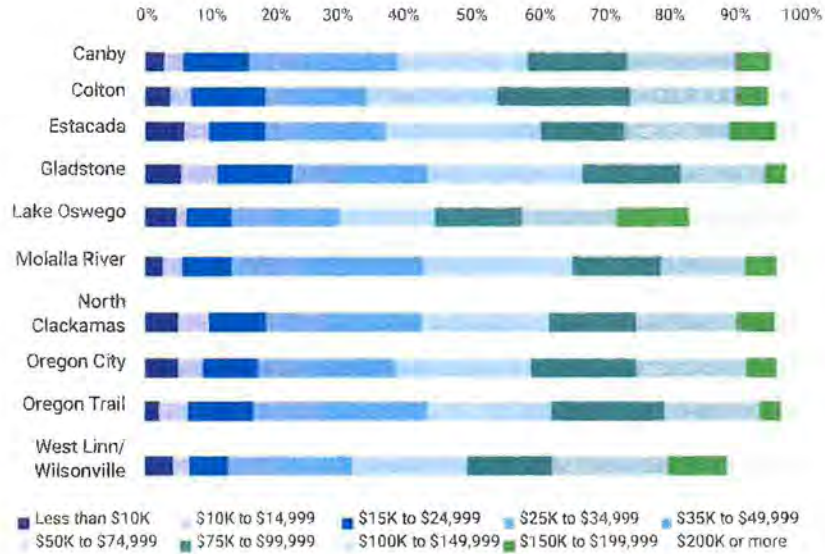


Percentage of Students Experiencing Homelessness

by Health Equity Zone, 2011-2015



Clackamas County 2014 Household Income Estimates by Health Equity Zone



Based on 2014 estimates, the median household income in Clackamas County was \$64,700. Lake Oswego Health Equity Zone had the highest median income (\$83,391), while Molalla River Health Equity Zone had the least (\$56,096). In other words, half of the households in the Molalla River Health Equity Zone have an income less than \$56,096. Additionally, more than 20 percent of household incomes in Gladstone Health Equity Zone are less than \$34,999.

Based on the national income distribution, women earning an income in the lowest quartile had a race-adjusted life expectancy of 82.5 years, a 6 percent decrease from the life expectancy of women earning an income in the top quartile. Males exhibit a larger disparity, with those earning an income in the lowest quartile experiencing an almost 9 percent decrease in life expectancy from their counterparts earning an income in the highest quartile.

“Holistic health includes homes and schools.”

- Clackamas County Resident

“People are scared of homeless and there is no need to be.”

- Clackamas County Resident

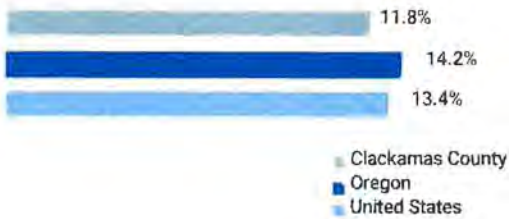
“I would love to have a house even if it's a little garage. But I make the best of it.”

- Clackamas County Resident

Sources:

- Clackamas County Point-In-Time Homeless Count 2015
- Oregon Department of Education, 2011-2015
- The Association Between Income and Life Expectancy, 2001-2014
- U.S. Census Bureau, Small Area Income and Poverty Program, 2015
- U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates

11.8% Food Insecure Population in Clackamas County



Sources:

Community Food Assessment, Clackamas County, 2015
 Community Commons, U.S. Department of Agriculture Nutrition Program
 U.S. Department of Agriculture Census 2012

A community food assessment conducted in Clackamas County in 2015 found 157 farms reported producing vegetable crops for sale, while 1,015 produced cut Christmas trees, woody crops, or nursery and greenhouse crops. Nursery and greenhouse crops represented 43 percent of all agricultural commodity sales in Clackamas County in 2012.

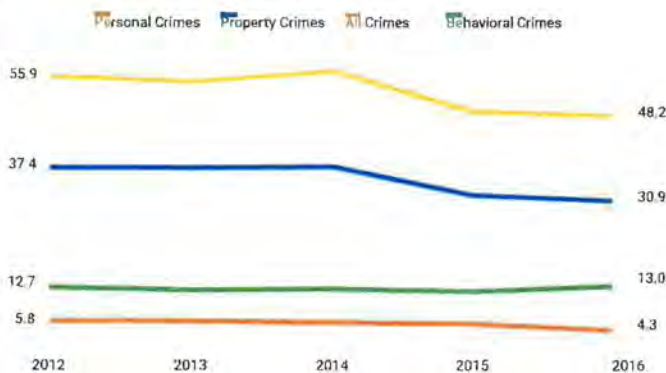
"A clean community is a healthy community."

-Clackamas County Resident

"I grew up in a community where I want my kids to grow up the same way."

-Clackamas County Resident

Crime Rates Per 1,000 Population 2012-2016



Sources:

Clackamas County Natural Hazards Mitigation Plan, 2012
 Clackamas County Sheriff's Office, Population Crime Rates, 2012-2016
 Community Commons, ESRI Business Analyst, 2010

There were 11,826 crimes reported to Clackamas County Sheriff's Office in 2015. Property crimes, such as theft, accounted for 63 percent of the total crimes reported. More than a quarter (27 percent) of the crimes reported were behavioral (e.g., drug charges, DUII), with remainder of the crimes being person crimes (10 percent). The top six crimes reported were theft (34 percent), criminal mischief (7.9 percent), burglary (6.5 percent), identity theft (4.7 percent), stolen vehicle (4.2 percent), and assault (4.1 percent), respectively.

Objectives & Strategies to Address Culture of Health

Goal 1: Clackamas County will use housing as a platform to improve health.

Objectives	Strategies	Health Equity Zones	Age Ranges
A. Develop cross-sector partnerships that promote health and housing	Strengthen the findings from the County's Housing Affordability and Homelessness Task Force using health outcome data	TBD	TBD
	Promote the use of Health Impact Assessments for new housing developments	North Clackamas	ALL
	Improve data sharing between Public Health and other organizations (Oregon Housing and Community Services, 211, H3S, CBOs, affordable housing providers, health systems (CCOs, hospital discharge data), and workforce resources to identify clusters of health/social disparities	TBD	TBD
	Develop opportunity maps to illustrate the social and economic conditions that maximize health in a neighborhood/community	TBD	TBD
	Promote the use of navigators/resource advocates to connect affordable housing residents to physical and mental health care, social services (e.g., nutrition assistance, disability income benefit programs), and workforce resources	TBD	TBD
	Increase the number of smoke-free properties within the county and provide access to smoking cessation resources	ALL	ALL
	Promote investments in housing by identifying interested health sector (e.g., CCOs, insurers), public, and private stakeholders	TBD	TBD
	Improve home safety (fall prevention, CO and smoke detectors)	ALL	All, 65+
B. Increase housing stability in Clackamas County	Identify housing interventions for specific populations (e.g., seniors, communities of color, LGBTQI+, families with children, veterans, youth aging out of foster care, immigrants and refugees, people with disabilities/chronic illnesses, people at risk of becoming homeless, and those who experience chronic homelessness)	TBD	TBD
	Reduce home energy costs using weatherization services and energy assistance programs	Canby, Colton, Estacada, Molalla River, and Oregon Trail	ALL
	Increase the availability of permanent supportive housing	TBD	TBD
	Create linkages between workforce and housing service providers to increase/stabilize incomes	TBD	TBD
	Provide opportunities to remove or mitigate legal barriers that can restrict access to affordable housing	ALL	ALL
	Increase access to short-term rental assistance	ALL	ALL
	Provide loans and grants to low-income homeowners to repair, improve, or modernize homes or remove health and safety hazards	ALL	ALL, 65+

Objectives	Strategies	Health Equity Zones	Age Ranges
B. By June 2020, 92% of children have had two well-child visits completed in the first 15 months of life	Develop a communication plan targeting clinics, early childhood providers, and parents about the value of annual developmental screening and the connection between learning and health	TBD	0 to 15 months
	Identify the barriers for families and primary care providers to complete well-child visits	ALL	0 to 15 months
	Convene a workgroup consisting of Health Share, health systems, early learning providers, and birth centers to ensure families complete well-child visits	TBD	0 to 15 months
C. By June 2020, 92% of children between two and five years have had a well-child visit completed within the last 15 months	Develop a communication plan targeting clinics, early childhood providers, and parents about the value of annual developmental screening and the connection between learning and health	TBD	16 months to 5 years
	Identify the barriers for families and primary care providers to complete well-child visits	ALL	16 months to 5 years
	Convene a workgroup consisting of Health Share, health systems, early learning providers and birth centers to ensure families complete well child visits	TBD	16 months to 5 years
D. By June 2020, the number of early learning experiences will increase	Identify and map availability of early learning experiences by Health Equity Zone	ALL	16 months to 5 years
	Map home visitation services waitlists by Health Equity Zone	ALL	16 months to 5 years
	Coordinate home visiting programs to maximize the number of families receiving home visits and to eliminate duplication of services	ALL	16 months to 5 years
	Increase number of playgroups	TBD	16 months to 5 years
	Increase number of affordable childcare options, focusing on Health Equity Zones where there are greatest gaps in number of children and early childhood providers	TBD	16 months to 5 years
	Direct grant funding to increase opportunities for pre-kindergarten learning experiences	TBD	16 months to 5 years
	Promote Reach Out and Read in clinics/health care providers located in Health Equity Zones with low early childhood literacy scores	Canby, Colton, Estacada, Molalla, North Clackamas, and Oregon Trail	16 months to 5 years



Healthy Behaviors

Healthy Behavior is influenced by the social, cultural and physical environments in which we live and work. It is shaped by individual choices and external constraints and is an action taken by a person to maintain, attain, or regain good health and to prevent illness. Healthy Behavior reflects a person's health beliefs. Some common health behaviors are exercising regularly, eating a balanced diet, and obtaining necessary inoculations.

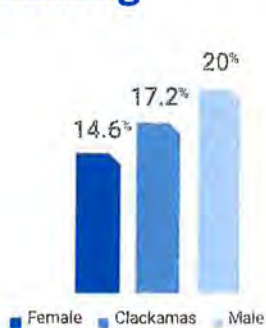
Healthy Behavior may include the development of individual, group, institutional, community and strategies to improve health knowledge, attitudes, skills and behavior.

Adults

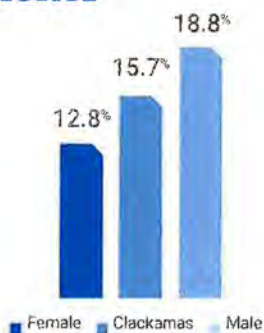
Data collected from the Behavioral Risk Factor Surveillance System suggests 18.8 percent of males binge drink, or consume 5 or more alcoholic beverages in one session. There were nearly 40 percent more female respondents to the survey question pertaining to binge drinking, suggesting the percentage of males who binge drink in Clackamas County may be underestimated. Similarly, 20 percent, or 1 in 5 males in Clackamas County are estimated to be current smokers.

Clackamas County adults exceed the Healthy People 2020 goal for the recommended percentage with a dental visit in the past year. However, while females in Clackamas County exceed the goal for the percentage with a usual health care provider, males do not.

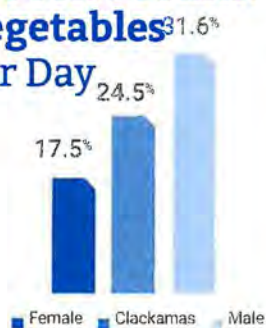
Reported Binge Drinking



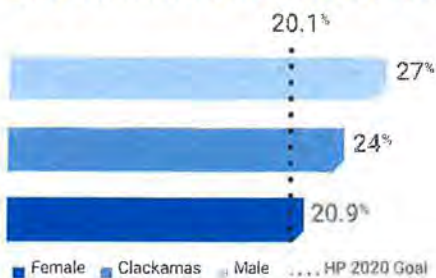
Reported Current Smoker



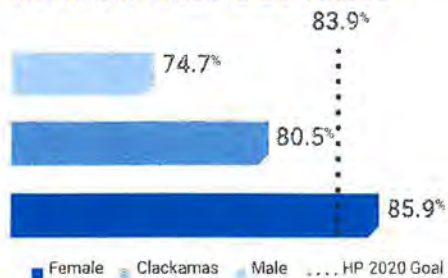
Consumption of 5 or More Fruits/Vegetables per Day



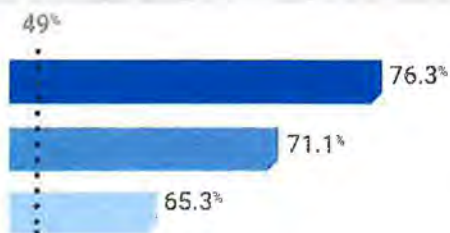
Participating in Enough Physical Activity to Meet Recommended Guidelines



Has Personal Doctor or health Care Provider



Dental Visit in the Past Year



Sources:
Behavioral Risk Factor Surveillance System 2010-2013
Healthy Columbia Willamette Collaborative, Community Health Needs Assessment, 2016

Goal 2: Reduce substance use/abuse and suicides.

Objectives	Strategies	Health Equity Zones	Age Ranges
A. Reduce the % of youth using tobacco, alcohol and/or other drugs	Expand long-term treatment options for substance users, information campaigns, home visitation programs, racial and social justice curriculum, peer led conflict resolution programs, increase the social connectivity of communities, decrease risk factors and increase protective factors, improve and increase the access to mental health resources in schools, healthy spaces for congregating, trauma recovery program, increase the number of professional mental health providers, collaboration on screening tools, understand the helpfulness of resources shared, improvement of screening tools, increase services available immediately at point of contact, increase access to mental health and recover resources through religious organizations.	ALL	12 to 20
B. Reduce the number of attempted suicides	Zero suicide program, mental health first aid, suicide awareness, suicide prevention model, CALM, ASIST, reduce the number of people feeling isolated and lonely, enhance networks of peer support for youth and adults	ALL	ALL
	Support for Veterans, improved access to jobs for recovered, increase training taken by caregivers and home visitors for older adults		18+
C. Reduce the number of emergency room visits for drug overdose	Increase naran/naloxone availability, proper drug disposal program, chronic pain management programs, integrating mental health services in medical clinic settings, dual substance abuse treatment and parenting programs, improve and increase the access to mental health resources at worksites, improve screening and integrate services for mental health at clinics and health centers, improve screening and access to mental health and recovery services for homeless youth and adults, increase access and improve mental health and recovery resources for those imprisoned and involved in the criminal justice system	ALL	ALL
D. Increase the number of trauma informed care agencies in Clackamas County	Trauma informed practices approach, jail diversion programs to recovery, trauma informed health care, therapeutic approaches in prisons, culturally adapted health care, implement trauma informed practices, systems, and environments	ALL	ALL

Acknowledgements

Clackamas Board of County Commissioners

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

Clackamas County Public Health Advisory Committee Members

Aaron Goff, Clackamas Federal Credit Union
Chris Markesino, Kaiser Permanente Northwest
Debra Mason, Clackamas Service Center
Emily Balius, Oregon Food Bank
Eric Johnston, Todos Juntos
Jarett Gilbert, Clackamas Community College
Kim Swan, Clackamas River Water Providers
Michael Anderson-Nathe, Health Share of Oregon
Michael Ralls, North Clackamas School District
Molly Haynes, Kaiser Permanente NW
Peggy Watters, West Linn citizen
Steve Campbell, City of Happy Valley
Gloria Krahn, Oregon State University

2017 Community Roadshow Participating Organizations

Aging Services Advisory Council
Canby Adult Center
CASA
City of Canby
City of Estacada
City of Gladstone
City of Happy Valley
City of Oregon City
City of Sandy
Clackamas County Children's Commission
Clackamas Community College
Clackamas County Housing Advisory Board
Clackamas County Sheriff's Office
Clackamas Federal Credit Union
Clackamas Service Center
Clackamas Women's Services/Family Violence Coordinating Council
Clackamas Workforce Partnership
Colton School District
Colton Helping Hands
Colton Water District Board
Community Action Board
Community Health Council
DTD Leadership Team
Early Learning Collaborative
Estacada Connect
Estacada Development Association
Founders Clinic Advisory Board
Gladstone Center for Children & Families
Gladstone Senior Center
Hamlet of Mulino Jennings Lodge
Lake Oswego Community Center
Leadership for Equity, Diversity & Inclusion Council
Los Ninos Cuentan
Mental Health & Addiction Council
Milwaukie Center
Molalla Community Center
North Clackamas Parks & Recreation District
North Clackamas School District
North Clackamas Social Needs Roundtable

June 14, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment to the Interagency Agreement between
the Housing and Community Development Division and the Social Services Division
for the Jackson Place Transitional Housing Project

Purpose/Outcomes	Amendment #1 increases the budget for this public services project. Funding is for 3 years of expenses/rent for this homeless transitional housing facility.
Dollar Amount and Fiscal Impact	FY2017 funding of \$63,000 is increased by \$14,004 to \$77,004 FY2018 funding of \$67,000 is increased by \$13,004 to \$80,004 FY2019 funding of \$67,000 is increased by \$13,004 to \$80,004 Total funding of \$197,000 is increased by \$40,012 to new total of \$237,012.
Funding Source	U.S. Department of Housing and Urban Development Community Development Block Grant Funds (CDBG) No County General Funds are involved.
Duration	Effective July 1, 2017 to June 30, 2020.
Previous Board Action	2018 Action Plan and the 3-Year Funding Recommendations were approved by the BCC on May 3, 2018 - agenda item 050318 A1.
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
Contact Person	Mark Sirois, Housing and Community Development - (503) 655-5664
Contract No.	H3S 8439

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of an Amendment to an Interagency Agreement with the Social Services Division for the Jackson Place Transitional Housing Project. This amendment increased funding for rent and expenses at this homeless transitional housing facility. The annual CDBG funding recommendations for these services were lower than requested due to anticipated decreases in federal funding. Additional funding is now available for these valuable public services for homeless persons.

This amendment is for \$40,012 for a new contract total of \$237,012. This agreement was approved by County Counsel.

RECOMMENDATION:

We recommend the approval of this Amendment and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift". The signature is written in a cursive style with a large initial "R" and a long, sweeping underline.

Richard Swift, Director
Health, Housing and Human Services Department

**INTERAGENCY AGREEMENT
BETWEEN**

**CLACKAMAS COUNTY DEPARTMENT OF
HEALTH, HOUSING AND HUMAN SERVICES
COMMUNITY DEVELOPMENT DIVISION**

AND

**CLACKAMAS COUNTY DEPARTMENT OF
HEALTH, HOUSING AND HUMAN SERVICES
SOCIAL SERVICES DIVISION**

I. Purpose

- A. This Agreement provides the basis for a cooperative working relationship between Clackamas County Community Development Division, herein referred to as CDD, and Clackamas County Social Services Division, herein referred to as SSD, with the common goal of providing transitional housing for homeless persons at the **Jackson Transitional Housing** - a six unit transitional housing community for homeless persons, primarily single adults and childless couples. The transitional housing facility is located on Jackson Street in Oregon City.

II. Scope of Cooperation

- A. Under this agreement, the responsibilities of SSD shall be as follows:
1. SSD agrees to provide staff and materials necessary for the operation of the Jackson Transitional Housing Program, which is described in detail in Attachment A of this Agreement and is summarized as a comprehensive program of services that includes the following:
 - a. Provide safety off the streets for 25 homeless persons (single adults, childless couples or persons in small families);
 - b. Provide transitional housing for 25 homeless persons (single adults, childless couples or persons in small families);
 - c. Provide permanent housing placement for at least 20 homeless persons (single adults, childless couples or persons in small families);
 - d. Conduct client needs assessments and action plans to be completed by a case manager in partnership with each program resident;
 - e. Provide case management services to assist residents to maintain or increase their family household incomes;
 - f. Accept referrals through the Clackamas County's Coordinated Housing Access system to streamline homeless housing search for participants, and;
 - g. Coordinate program efforts with the Clackamas County homeless Continuum of Care.

2. SSD agrees to prepare and submit to CDD, on a quarterly basis progress, Homeless Management Information System (HMIS) reports that detail the activities of the Jackson Transitional Program and an annual summary report. Reports will be a combination of HMIS data and project narratives. See Attachment B.
3. SSD agrees to provide all requested program information and participate in program monitoring during the term of the Agreement.

B. Under this agreement, the responsibilities of CDD will be as follows:

1. CDD agrees to provide and administer available FY 2017, FY 2018 and FY 2019 Community Development Block Grant (CDBG) funds granted by the U.S. Department of Housing and Urban Development (HUD) to finance the Jackson Transitional Housing program.
2. CDD will monitor the performance of the SSD against goals and performance standards required herein. Substandard performance as determined by the CDD will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SSD within ten (10) days after being notified by the CDD, Agreement termination and all funding will end. SSD must return any unused funds promptly.
3. CDD agrees to conduct necessary environmental reviews described in 570.604 of the CDBG regulations for compliance with requirements of the CDBG program.

III. Compensation

- A. CDD agrees to pay SSD an amount not to exceed \$63,000 in FY 2017, \$67,000 in FY 2018 and \$67,000 in FY 2019 of Community Development Block Grant (CDBG) funds for the services outlined in part II.A. The obligations of CDD are expressly subject to CDD receiving funds from HUD, and in no event shall CDD's financial contribution exceed the amount finally granted, released and approved by HUD.
- B. SSD agrees to match the CDBG funding with at least 20% of the program budget and report those matching funds annually in the attached report (See Attachment D).
- C. In the event the amount of CDBG funds granted by HUD in the subsequent fiscal years is less than the amount budgeted in the Community Development 3-Year Funding Recommendations, CDD and SSD shall jointly determine the effectiveness of the PROJECT in meeting its program objectives within the reduced funding limits, and will make the necessary operational adjustments.

- D. Interim payments shall be made on requests for payment submitted to CDD on a quarterly basis. Payment requests must detail the PROJECT expenditures for allowable costs incurred during that quarter, pursuant to 24 CFR 85 and OMB Circular A-87 (effective 6/9/2004). All requests for payment are subject to the approval of CDD and shall be submitted to:

Mark Sirois, Project Coordinator
Clackamas County Community Development Division
2051 Kaen Road
Oregon City, OR 97045

IV. Liaison Responsibility

- A. Erika Silver will act as liaison from SSD. Mark Sirois will act as liaison from CDD.

V. Special Requirements

- A. **Assignment and Subcontracting.** SSD shall undertake the work outlined in Attachment A and shall only assign portions of the work with written approval from CDD and in accordance with Local Contract Review Board Rules.
- B. **Conflict of Interest.**
1. **Interest of Officers, Employees, or Agents.** No officer, employee, or agent of CDD or SSD who exercises any functions or responsibilities in connection with the planning and execution of activities under the CDBG Program, or any other person who exercises any functions or responsibilities in connection with the Program during their tenure or for one year thereafter, shall obtain a personal or financial interest in or benefit from this Agreement, or any contract, subcontract or agreement arising therefrom, either for themselves or for persons with whom they have family or business ties without appropriate prior HUD waiver; and SSD shall take appropriate steps to assure compliance.
 2. **Interest of Certain Federal Officials.** No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.
- C. **Program Benefit.** SSD will implement the program to give maximum feasible benefit to low and moderate income families and individuals. Income guidelines applicable to this Agreement are included in Attachment A.
- D. **Non Discrimination.** SSD shall comply with Federal, State, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, or the presence of any mental or physical handicap. These requirements are specified in ORS Chapter 659; Section 109 of the Housing and

Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.

- E. **Non-substitution for Local Funding.** The CDBG funding made available under this Agreement shall not be utilized by SSD to reduce substantially the amount of local financial support for fair housing counseling and referral activities below the level of such support prior to the availability of funds under this Agreement.
- F. **Public Information.** CDD and SSD shall cooperate in public information efforts, such as contracts with neighborhood or consumer advocacy organizations, press releases, etc. In all news releases and other public notices relating to activities under this Agreement SSD shall include information identifying the source of funds as the Clackamas County CDBG program.
- G. **Evaluation.** SSD agrees to participate with CDD in any evaluation project or performance report, as designed by the CDD or the appropriate Federal department, and to make available all information required by any such evaluations process.
- H. **Audits and Inspections.** SSD will insure that CDD, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this Agreement for the purpose of making surveys, audits, examinations, excerpts and transcripts. SSD shall not be required to provide any information which in any way would deny the rights of confidentiality to any low or moderate income family or individual seeking or receiving assistance from the program.
- I. **Record and Fiscal Control System.** SSD agrees to comply with the policies, guidelines and requirements of 24 CFR Part 85 with respect to funds pursuant to this Agreement. All financial and programmatic records, supporting documents, statistical records, and other records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- J. **Citizen Participation.** SSD shall compile and maintain records including narratives or other documentation describing the process used to inform citizens concerning the program.
- K. **Equal Opportunity.** SSD shall maintain and provide to CDD racial, ethnic, gender, age, head of household, and income data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement.

VI. Amendment

- A. This Agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by both Parties.

VII. Term of Agreement


- A. This Agreement becomes effective when it is signed by both Parties.
 - B. The term of this Agreement is a period beginning July 1, 2017 and ending June 30, 2020.
 - C. This Agreement may be suspended or terminated prior to the expiration of its term by:
 - 1. Written notice provided to CDD from SSD before any materials or services for improvements are procured, or;
 - 2. Written notice provided by CDD in accordance with 24 CFR 85.43, included as Attachment C, resulting from material failure by SSD to comply with any term of this Agreement, or;
 - 3. Mutual agreement by CDD and SSD in accordance with 24 CFR 85.44.
 - E. Upon termination of this Agreement, any unexpended balances of CDBG funds shall remain with CDD.
-

**CLACKAMAS COUNTY
COMMUNITY DEVELOPMENT DIVISION**

**CLACKAMAS COUNTY
SOCIAL SERVICES DIVISION**



Chuck Robbins, Director



Brenda Durbin, Director

8/7/17
Date

7-27-17
Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:



Richard Swift, Director
Department of Health, Housing and Human Services

8/15/17
Date

June 14, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment # 1 for Intergovernmental Revenue Agreement with
Lane County, for On-line Food Handlers Training/Testing project.

Purpose/Outcomes	Amendment #1 extends the duration of the agreement and adds revenue for Lane County's On-line Food Handlers Training/Testing project.
Dollar Amount and Fiscal Impact	Amendment #1 amount is \$145,000 for a new Contract Maximum of \$244,000.
Funding Source	Fee for services. No County General Funds are involved.
Duration	Effective June 1, 2018 and terminates on June 30, 2021
Strategic Plan Alignment	Efficient and effective services Ensure safe, healthy and secure communities
Previous Board Action	The Board last reviewed and approved this agreement on June 8, 2017, agenda item 060817-A6
Contact Person	Dawn Emerick, Public Health Director – (503) 655-8479
Contract No.	8315-01

BACKGROUND:

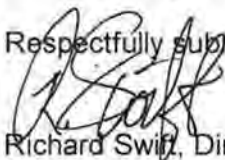
The Clackamas County Public Health Division (CCPHD) of the Health, Housing and Human Services Department requests the approval of Amendment #1 for the Intergovernmental Revenue agreement with Lane County for on-line food handler's training/testing. The Public Health Division has partnered with Lane County to allow Clackamas County Residents access to an on-line food handler's test administered by Lane County. For each test administered, Lane County will compensate Clackamas County for 80% of the collected fees. Amendment #1 extends the duration of the agreement and adds revenue of \$145,000 for a new contract total of \$244,000.

The Amendment is effective June 01, 2018 and continues through June 30, 2021. This Amendment is retro-active due to late receipt from Lane County and extended language negotiations. County Counsel reviewed this Amendment on May 22, 2018.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

Amendment # 1

WHEREAS, Lane County, hereinafter referred to as COUNTY, a political subdivision of the State of Oregon, and CLACKAMAS COUNTY, hereinafter referred to as AGENCY, have agreed that it is in the mutual interest of both parties to amend the Intergovernmental Agreement dated January 01, 2017 for AGENCY'S On-Line Foodhandling Services project.

The purpose of this change is to extend the Agreement and provide estimated authorized revenue-sharing for the term of the extension.

Now, therefore, the parties agree that the Intergovernmental Agreement should be amended as follows:

- 1 The Agreement is extended until June 30, 2021.
- 2 Not-to-exceed revenue sharing is increased by \$145,000; increasing the total estimated contract value to \$244,000.
- 3 Authorized revenue-sharing for the period July 1, 2017 through June 30, 2018 is increased by \$13,000 to a total of \$52,000.
- 4 Authorized revenue-sharing for the period July 1, 2018 through June 30, 2019 is increased by \$22,000 to a total of \$59,104.
- 5 Revenue-sharing in the amount of \$55,000 is authorized for the period July 1, 2019 through June 30, 2020.
- 6 Revenue-sharing in the amount of \$55,000 is authorized for the period July 1, 2020 through June 30, 2021.

FY 16/17 Paid by LANE COUNTY 1 Of 5							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant)(Program)
revenue-sharing	01/01/17 - 06/30/17	FOODHANDLER PERMITS	\$22,896.00	\$0.00	\$22,896.00	6	512201-286-3427810
Total:			\$22,896.00	\$0.00	\$22,896.00		
FY 17/18 Paid by LANE COUNTY 2 Of 5							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant)(Program)
revenue-sharing	07/01/17 - 06/30/18	FOODHANDLER PERMITS	\$39,000.00	\$13,000.00	\$52,000.00	12	512201-286-3427810
Total:			\$39,000.00	\$13,000.00	\$52,000.00		
FY 18/19 Paid by LANE COUNTY 3 Of 5							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant)(Program)
revenue-sharing	07/01/18 - 06/30/19	FOODHANDLER PERMITS	\$37,104.00	\$22,000.00	\$59,104.00	12	512201-286-3427810
Total:			\$37,104.00	\$22,000.00	\$59,104.00		

FY 19/20 Paid by LANE COUNTY 4 Of 5							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant)(Program)
revenue-sharing	07/01/19 - 06/30/20	FOODHANDLER PERMITS	\$0.00	\$55,000.00	\$55,000.00	12	512201-286-3427810
Total:			\$0.00	\$55,000.00	\$55,000.00		
FY 20/21 Paid by LANE COUNTY 5 Of 5							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant)(Program)
revenue-sharing	07/01/20 - 06/30/21	FOODHANDLER PERMITS	\$0.00	\$55,000.00	\$55,000.00	12	512201-286-3427810
Total:			\$0.00	\$55,000.00	\$55,000.00		

This amendment is effective June 01, 2018. All other terms and conditions of the original Intergovernmental Agreement and any previous amendment(s) not altered by this amendment remain in full force and effect.

CLACKAMAS COUNTY	Federal I.D.:
_____ Authorized Signature Date RICHARD SWIFT DIRECTOR, HLTH HOUSING HUMAN SVC ENVIRONMENTAL HEALTH OREGON CITY, OR 97045	

Lane County, Oregon	
County: Steve Mokrohisky County Administrator	Originator: Collette M. Christian Program Services Coord 2 Collette.Christian@co.lane.or.us 151 WEST 7TH AVE S-520 EUGENE, OR 97401

June 14, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #8 for the Intergovernmental Agreement with the
State of Oregon, acting by and through its Oregon Health Authority,
for Operation as the Local Public Health Authority for Clackamas County

Purpose/Outcomes	Amendment #8 Increases Program Element 27 Oregon Prescription Drug Overdose Prevention funding.
Dollar Amount and Fiscal Impact	Amendment #8 increases this Agreement by \$15,916 for a new Contract maximum value of \$6,127,693.
Funding Source	State of Oregon, Oregon Health Authority. No County General Funds are involved.
Duration	Effective upon signature and terminates on June 30, 2019
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, health and secure communities
Previous Board Action	The Board previously reviewed and approved this agreement on October 26, 2017 Agenda item 102617-A6, June 22, 2017, Agenda item 062217-A3 and October 5, 2017, Agenda item 100517-A2, April 12, 2018 Agenda item 041218-A2
Contact Person	Dawn Emerick, Public Health Director – 503-655-8479
Contract No.	8327-08

BACKGROUND:

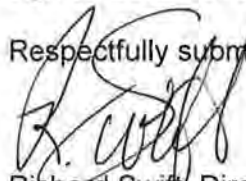
The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #8 for the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. This Amendment increases Program Element 27 Oregon Prescription Drug Overdose Prevention funding by \$15,916. Bringing the maximum Agreement total to \$6,127,693. It allows the Clackamas County Public Health Division (CCPHD) to continue its work on Prescription Drug overdose outreach.

This Amendment is effective upon signature and continues through June 30, 2019. This contract has been reviewed by County Counsel on June 05, 2018.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

Agreement #154103



**EIGHTH AMENDMENT TO OREGON HEALTH AUTHORITY
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Eighth Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2017 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County, acting by and through its Public Health Department ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

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

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

AGREEMENT

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

8. This Amendment becomes effective on the date of the last signature below.

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

9. Signatures.

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: Richard Swift
Title: Director, Health, Housing and Human Services
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on July 25, 2017, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Mai Quach (or designee)
Title: Program Support Manager
Date: _____

June 14, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #1 to a Professional Services Agreement with Laboratory Corporation of America (LabCorp) for laboratory services for Clackamas County Health Centers Division (CCHCD)

Purpose/Outcomes	Contractor will provide clinical laboratory services to CCHCD clinics.
Dollar Amount and Fiscal Impact	Contract maximum is being increased by \$120,000, bringing the contract maximum to \$470,000.
Funding Source	No County General Funds are involved. Fee for service through Health Centers clinics.
Duration	Effective April 1, 2014 and terminates on March 31, 2019
Previous Board Action	The Board previously viewed this contract on March 27, 2014 – agenda item 032714 – A2
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	6521_01

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Amendment #1 to a Professional Services Agreement with LabCorp for clinical laboratory services for CCHCD related to Primary Care and Behavioral Health patient services.

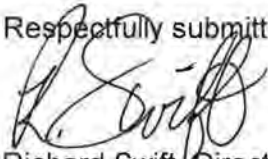
LabCorp will provide professional laboratory services including: testing, specimen collection(s), testing reports of specimens collected, laboratory specimen pick-up, supplies, and consultations.

Additional funding is needed to ensure no break in services until the term of the agreement. Amendment #1 adds \$120,000, bringing the maximum value of this contract to \$470,000. This Amendment is effective upon signature and terminates on March 31, 2019. A Request for Proposal (RFP) is being developed for solicitation in accordance with ORS and LCRB Rules.

Recommendation

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

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

**FIRST AMENDMENT TO
LABORATORY SERVICES**

AGREEMENT

Contract #6521

H3S Contract Number 6521 Board Agenda Number _____

and Date 3/12/18

Division Health Centers Amendment No. 1

Contractor Laboratory Corporation of America

Amendment Requested By Ed Johnson

Changes: Scope of Services | Contract Budget
 Contract Time Other _____

Justification for Amendment:

This Amendment updates language in Section 2 of the Laboratory Services Agreement and Section 5, B, Compensation, to the Addendum to Laboratory Services Agreement #6521. This Amendment reflects a change in the compensation by adding \$120,000 to the budget for the remaining term of the Agreement. The total amount of the contract budget is being increased by \$120,000, bringing it to a new contract maximum of \$470,000. The additional funding is to pay for lab services that are essential to the Primary Care and Behavioral Health clinics.

This amendment is effective **upon signature** and continues through **March 31, 2019**.

MEMBER and LABORATORY hereby agree as follows:

1. Section 2 of the Agreement shall be modified by adding the following paragraph:

 "Notwithstanding the above, this Agreement shall terminate effective March 31, 2019"

2. Section 5B of the Addendum shall be deleted in its entirety and replaced with the following which is incorporated into the Agreement by this reference.

B. Compensation

a). Chain of Custody

LABORATORY'S chain of custody (forensic) drug testing services will be billed directly to each MEMBER at the rates set forth in **Exhibit 3** of this Addendum. After the first year of the term of this Agreement, MEMBER and LABORATORY agree that fees shall either increase on the renewal date hereof or with LABORATORY'S general annual fee increase of which MEMBER shall receive thirty (30) days written notice. MEMBER and LABORATORY acknowledge and agree that fees shall not be adjusted more frequently than once a year.

LABORATORY shall submit invoices by the 10th of the month following the month services were performed. The invoice shall include the contract # 6521, dates of service, description of tests, and the total amount due for all service provided during the month. Invoices shall be submitted to MEMBER:

Clackamas County Health Centers Division
Attn: Accounts Payable
2051 Kaen Road, # 367
Oregon City, Oregon 97045

Or electronically to:

healthcenterap@clackamas.us

When submitting electronically, designate LABORATORY name and contract # 6521 in the subject of the e-mail.

Within thirty (30) days after receipt of the invoice, MEMBER shall pay the amount requested to LABORATORY. Disputed amounts must be sent in writing to LABORATORY within thirty (30) days of receipt of each Invoice. Payment can be withheld for those disputed items until resolved. Both parties agree to work together to resolve disputed items in a reasonable and timely manner. Undisputed amounts must be paid within the stated thirty (30) day period.

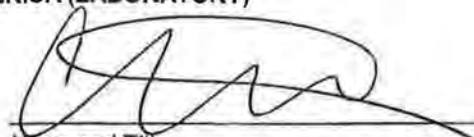
Total payment to LABORATORY shall not exceed **\$470,000.00**, for the term of the Agreement.

3. Except as specifically modified by this First Amendment, the Agreement shall remain unchanged and in full force and effect.

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

LABORATORY CORPORATION OF AMERICA (LABORATORY)

By:


Name and Title
CLARISSA WILLETT, VICE PRESIDENT

Date **5/15/18**
Street Address **13112 EVENING CREEK DR. SOUTH**
SAN DIEGO, CA 92128
City/State/Zip
Phone **800-859-6046** / Fax **N/A**

CLACKAMAS COUNTY (MEMBER)

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services Department

Date

June 14, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement, Amendment #2 with City of Lake Oswego/Lake Oswego Adult Community Center to Provide Social Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the City of Lake Oswego/Lake Oswego Adult Community Center to provide Older American Act (OAA) funded services for persons in the city of Lake Oswego for residents age 60 and over.
Dollar Amount and Fiscal Impact	This amendment increases the contract by \$59,259 for a revised agreement maximum of \$118,368. This agreement is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	Older American Act (OAA), Special Project Allocation (SPA), TriMet general fund - no County General Funds are involved.
Duration	Effective July 1, 2017 and terminates on June 30, 2019
Previous Board Action	071317-A12
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #8359; Subrecipient #18-001-02

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #2; with City of Lake Oswego/Lake Oswego Adult Community Center to provide Older American Act (OAA) funded services for persons living in the Lake Oswego service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

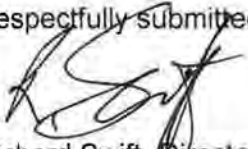
This is a budget adjustment that distributes the OAA program funding, as well as the State funds for approved evidence-based Physical Activity/Falls Prevention programming, and the Ride Connection transportation fund for services to be provided during the 2018-19 fiscal year.

This amendment adds \$59,259 for a total contract amount of \$118,368 in funding for the 2018-19 fiscal year and extends the term of the agreement to June 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', is written over the text 'Respectfully submitted,'.

Richard Swift, Director
Health Housing & Human Services

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 8359 Subrecipient #: 18-001 Board Agenda #: 071317-A12

Division: Social Services Amendment Number: 2

Contractor: City of Lake Oswego – Adult Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adds funding and units of service for ongoing delivery of services into FY18-19. This results in an increase to the contract budget of \$59,259.

This Amendment #2, when signed by the City of Lake Oswego – Adult Community Center (“SUBRECIPIENT”) the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2017 as may be amended (“agreement”);

WHEREAS, the Contractor and County desire to amend and restart the Agreement in its entirety as of July 1, 2018 and otherwise modify it as set forth herein;

NOW, THEREFORE, the County and Contractor hereby agree that the Agreement is amended as follows:

Term and Effective Date. This restarted Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2018** and not later than **June 30, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2017 through June 30, 2018 is:

- 4. Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is \$59,109. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. **Grant Funds.** The COUNTY's funding of \$45,902 in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging.
- b. **Other Funds.** The COUNTY's funding of \$12,457 for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet and the State of Oregon DHS. The COUNTY's funding of \$750 for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation.

The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2018 through June 30, 2019 is:

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$59,259**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding of **\$45,977** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging.
 - b. **Other Funds.** The COUNTY's funding of **\$12,457** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and the COUNTY's funding of **\$825** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

II. AMEND: Exhibit 6 – Budget and Units of Services, Page 3 - Unit Cost Schedule

Lake Oswego Adult Community Center
 Fiscal Year 2017-18

	OAA III B Funds	OAA III D Funds	OAA III E Funds	OAA Match	NSIP Funds	Other State Funds	Ride Con Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
Federal Award Numbers	16AAORT3SS	16AAORT3PH	16AAORT3FC	N/A	16AAORNSIP	N/A	N/A	N/A			
CFDA Number	93.044	93.043	93.052		93.053						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Case Management	3,426			381					116	3,807	\$29.45
Reassurance	2,231			248					76	2,479	\$29.45
Info. & Assistance	3,922			436					242	4,358	\$16.23
Transportation - OAA III-B	4,687			521				469	937	5,677	\$5.00
Physical Activity/ Falls Prevention		750		0		750			20	1,500	\$75.00
FCSP Respite			5,536	1,846					147	7,382	\$37.65
Trans - Ride Con In Dist				0			12,457	830	1,661	13,287	\$7.50
NSIP Meals				0	25,350				19,500	25,350	\$1.30
TOTALS	\$14,266	\$750	\$5,536	\$3,432	\$25,350	\$750	\$12,457	\$1,299		\$63,840	

Source of OAA Match - Staff time

Total Contract Amount: \$59,109

Federal Award Totals \$45,902

Lake Oswego Adult Community Center
 Fiscal Year 2018-19

To Read:

	OAA III B Funds	OAA III D Funds	OAA III E Funds	OAA Match	NSIP Funds	Other State Funds	Ride Con Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
Federal Award Numbers	16AAORT3SS	16AAORT3PH	16AAORT3FC	N/A	16AAORNSIP	N/A	N/A	N/A			
CFDA Number	93.044	93.043	93.052		93.053						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Case Management	3,426			381					116	3,807	\$29.45
Reassurance	2,231			248					76	2,479	\$29.45
Info. & Assistance	3,922			436					242	4,358	\$16.23
Transportation - OAA III-B	4,687			521				469	937	5,677	\$5.00
Physical Activity/ Falls Prevention		825		0		825			22	1,650	\$75.00
FCSP Respite			5,536	1,846					147	7,382	\$37.65
Trans - Ride Con In Dist				0			12,457	830	1,661	13,287	\$7.50
NSIP Meals				0	25,350				19,500	25,350	\$1.30
TOTALS	\$14,266	\$825	\$5,536	\$3,432	\$25,350	\$825	\$12,457	\$1,299		\$63,990	

Source of OAA Match - Staff time

Total Contract Amount: \$59,259

Federal Award Totals \$45,977

Except as set forth herein, the County and the Contractor ratify the remainder of the Contract and affirm that no other changes are made hereby.

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

City of Lake Oswego	CLACKAMAS COUNTY
By: _____ Kent Studebaker, Mayor	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
_____ Date Approved as to Content:	Signing on Behalf of the Board:
_____ Ann Adrian, Center Manager	_____ Richard Swift, Director Health, Housing & Human Services Dept
_____ Date	_____ Date

June 14, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement, Amendment #2 with Senior Citizen Council of Clackamas County to Provide Social Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for persons in the Wilsonville community for residents age 60 and over.
Dollar Amount and Fiscal Impact	The maximum value is increased by \$154,698 for a revised agreement maximum of \$309,396. This agreement is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and County General Fund.
Funding Source	Older American Act (OAA) and County General Funds.
Duration	Effective July 1, 2017 and terminates on June 30, 2019
Previous Board Action	071317-A6
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #8363; Subrecipient #18-011-02

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #2; with Senior Citizen Council of Clackamas County to provide Older American Act (OAA) funded services for persons living in Clackamas County. The services provided include Guardianship/Conservatorship, Guardianship Diversion and Case Management. These services assist older and disabled county residents in meeting their individual needs. The Guardianship/Conservatorship service helps those unable, in a variety of home settings, to handle their business affairs.

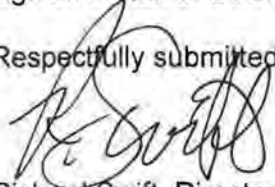
This is a budget adjustment that distributes year two of the OAA program funding, as well as the County General Funds that have allowed Senior Citizen Council to expand their program to the younger disabled residents of the County for services to be provided during the 2018-19 fiscal year.

This amendment adds \$154,698 for a new contract total \$ 309,396 in funding for the 2018-19 fiscal year and extends the term of the agreement to June 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over a faint circular stamp.

Richard Swift, Director
Health Housing & Human Services

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 8366 Subrecipient #: 18-004 Board Agenda #: 071317-A6

Division: Social Services Amendment Number: 2

Contractor: Senior Citizens Council of Clackamas County

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adds funding and units of service for ongoing delivery of services into FY18-19. This results in an increase to the contract budget of \$154,698.

This Amendment #2, when signed by the City of Wilsonville – Community Center (“SUBRECIPIENT”) the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2017 as may be amended (“agreement”);

WHEREAS, the Contractor and County desire to amend and restart the Agreement in its entirety as of July 1, 2018 and otherwise modify it as set forth herein;

NOW, THEREFORE, the County and Contractor hereby agree that the Agreement is amended as follows:

Term and Effective Date. This restarted Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2018** and not later than **June 30, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2017 through June 30, 2018 is:

- Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is \$154,698. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. **Grant Funds.** The COUNTY's funding of \$54,733 in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging.
- b. **Other Funds.** The COUNTY's funding of **\$99,965** for the Guardianship/Conservator Program Expansion services outlined in this agreement are from County General Funds.

The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2018 through June 30, 2019 is:

- 4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$154,698**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - c. **Grant Funds.** The COUNTY's funding of **\$54,733** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging.
 - a. **Other Funds.** The COUNTY's funding of **\$99,965** for the Guardianship/Conservator Program Expansion services outlined in this agreement are from County General Funds.

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II. AMEND: Exhibit 5 – Budget and Units of Services - Unit Cost Schedule

SENIOR CITIZENS COUNCIL OF CLACKAMAS COUNTY, INC.

Fiscal Year 2017-18

	III B Funds	OAA Match	County Gen. Fund	P.I (If Applicable)	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
Federal Award Number	16AAORT3SS						
CFDA Number	93.044						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Guardian/Conservator	21,207	2,358	30,000	8,000	1877.78	\$61,565	\$27.27
Guardian Diversion	17,730	1,972	45,000	4,000	2300.33	\$68,702	\$27.27
Case Management	15,796	1,757	24,965	1,000	1494.72	\$43,518	\$27.27
TOTALS	\$54,733	\$6,086	\$99,965	\$13,000		\$173,784	

Total Cost Equals (1 + 2 + 3 + 4 = 6)

Source of OAA Match - Staff time

Contract Amount: \$154,698

Federal Award Total: \$ 54,733.00

To Read:

SENIOR CITIZENS COUNCIL OF CLACKAMAS COUNTY, INC.

Fiscal Year 2018-19

	III B Funds	OAA Match	County Gen. Fund	P.I (If Applicable	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
Federal Award Number	16AAORT3SS						
CFDA Number	93.044						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Guardian/Conservator	21,207	2,358	30,000	8,000	1877.78	\$61,565	\$27.27
Guardian Diversion	17,730	1,972	45,000	4,000	2300.33	\$68,702	\$27.27
Case Management	15,796	1,757	24,965	1,000	1494.72	\$43,518	\$27.27
TOTALS	\$54,733	\$6,086	\$99,965	\$13,000		\$173,784	

Total Cost Equals (1 + 2 + 3 + 4 = 6)

Source of OAA Match - Staff time

Contract Amount: \$154,698

Federal Award Total: \$ 54,733.00

Except as set forth herein, the County and the Contractor ratify the remainder of the Contract and affirm that no other changes are made hereby.

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

Senior Citizens Council of Clackamas County	CLACKAMAS COUNTY
	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
By: _____ Christi Bird, Executive Director	Signing on Behalf of the Board:
_____	Richard Swift, Director Health, Housing & Human Services Dept.
Date _____	_____
	Date _____

COPY

June 14, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Professional, Technical, and Personal Services Contract with
Northwest Family Services for Alcohol and Drug Pre-engagement and Outreach
Services at Clackamas County Middle and High Schools

Purpose/Outcomes	Provide outreach, engagement, and recovery for at-risk or high risk youth enrolled in Clackamas County middle and high schools engaging in alcohol and drugs.
Dollar Amount and Fiscal Impact	Contract maximum payment for two years is \$204,560.30.
Funding Source	No County General Funds are involved. Funding provided through State of Oregon, Oregon Health Plan (OHP).
Duration	Effective July 1, 2018 through June 30, 2020
Previous Board Action	No previous Board action.
Strategic Plan Alignment	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	#8857

BACKGROUND:

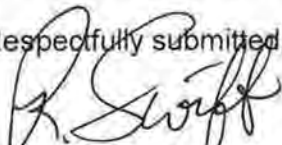
The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department (H3S) request the approval of Professional, Technical and Personal Services Contract #8857 with Northwest Family Services, to provide outreach, engagement, and recovery for at risk or high risk youth enrolled in Clackamas County middle and high schools engaging in alcohol and drugs. Northwest Family Services provides drug and alcohol prevention and treatment services using a variety of strategies such as outreach events, education seminars, counseling, mentorship, and programs in support of child well-being and family stability.

This Contract, reviewed and approved by County Counsel on June 4, 2018, is effective July 1, 2018 and terminates on June 30, 2020 with a maximum payment of \$204,560.30.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services Department

Healthy Families. Strong Communities.

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

Clackamas.us/h3s

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICES CONTRACT CONTRACT #8857

This Professional, Technical, and Consultant Services Contract (this "Contract") is between the County of Clackamas acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "County" and **Northwest Family Services**, hereinafter called "Contractor".

CONTRACT

1.0 Engagement

County hereby engages Contractor to provide **drug and alcohol pre-engagement and prevention activities for Clackamas County middle and high schools** as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein (the "Services").

2.0 Term

Services provided under the terms of this Contract shall commence **July 1, 2018 and shall terminate June 30, 2020** unless terminated earlier by one or both parties as provided for in paragraph 6.0.

3.0 Compensation and Fiscal Records

3.1 Compensation. County shall compensate Contractor as specified in **Exhibit C**, Compensation for satisfactorily performing contracted services as specified in **Exhibit B**, Scope of Work, as follows:

Total payment to Contractor shall not exceed **\$204,560.30**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

3.2 Method of Payment. To receive payment, Contractor shall submit invoices as described in **Exhibit C**, Compensation.

3.3 Withholding of Contract Payments. Notwithstanding any other payment provision of this Contract, should Contractor fail to perform or document the performance of contracted services, County shall immediately withhold payments hereunder. Such withholding payment for cause may continue until Contractor performs required services or establishes to County's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of Contractor.

3.4 Financial Records. Contractor shall maintain complete and legible financial records pertinent to payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles. Financial records shall be retained for at least six (6) years after final payment is made under this Contract or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, Contractor shall repay the amount of the excess to County.

3.4.1 Contractor shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. Contractor shall make reports and fiscal data generated under and for this Contract available to County upon request.

3.4.2 County may conduct a fiscal compliance review of Contractor as part of compliance monitoring of this Contract. Contractor agrees to provide, upon reasonable notice, access to all financial books, documents,

papers and records of Contractor which are pertinent to this Contract to ensure appropriate expenditure of funds under this Contract. County shall monitor compliance with County's financial reporting and accounting requirements.

3.4.3 Contractor may be subject to audit requirements. Contractor agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over Contractor.

3.4.4 Contractor shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. Contractor shall make such procedures and documentation of resolution of audit findings available to County upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. Contractor shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this Contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, which by this reference are incorporated herein.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4.2 Subcontracts. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract without written consent of County.

4.3 Independent Contractor. Contractor certifies that it is an independent contractor and not an employee or agent of County, State of Oregon or Federal government. Contractor is not an officer, employee or agent of County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of Contractor.

4.4. Tax Laws. The Contractor represents and warrants that, for a period of no fewer than six (6) calendar years preceding the effective date of this Contract, has faithfully complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

5.0 General Conditions

5.1 **Indemnification.** Contractor agrees to indemnify, save, hold harmless, and defend County, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of Contractor, and Contractor's officers, agents, and employees, in performance of this Contract.

Contractor shall defend, save, hold harmless and indemnify the State of Oregon, Oregon Health Authority and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of Contractor, or its agents or employees under this Contract.

If Contractor is a public body, Contractor's liability under this Contract is subject to the limitations of the Oregon Tort Claims Act.

5.2 **Insurance.** County shall enforce Contractor compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating the Contract as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Contract, Contractor shall maintain in force, at its own expense, each insurance required in **Exhibit D, Insurance.**

5.3 **Governing Law; Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim, action, or suit between County and Contractor that arises out of or relates to performance under this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor by execution of this Contract consents to the in personal jurisdiction of said courts.

5.4 **Amendments.** The terms of this Contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by Contractor and County.

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

5.6 **Waiver.** The failure of either party to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

5.7 Future Support. County makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Contract.

5.8 Oregon Public Contracting Requirements. Pursuant to the requirements of Oregon law, the following terms and conditions are made a part of this Contract:

5.8.1 Workers' Compensation. All subject employers working under this Contract must either maintain workers' compensation insurance as required in **Exhibit D**, Insurance.

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

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, Contractor shall:

- i. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the performance of the work provided for in this Contract.
- ii. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in performance of this Contract.
- iii. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.8.4 Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

5.8.5 As required by ORS 279B.230, Contractor shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all monies and sums that Contractor collected or deducted from the wages of its employees pursuant to any law, Contract or Agreement for the purpose of providing or paying for such services.

5.9 Integration. This Contract contains the entire Contract between County and Contractor and supersedes all prior written or oral discussions or Agreements.

5.10 Ownership of Work Product. All work products of Contractor which result from this Contract are the exclusive property of County.

6.0 Termination

6.1 Termination Without Cause. This Contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' written notice, delivered by certified mail or in person.

6.2 Termination With Cause. County, by written notice of default (including breach of Contract) to Contractor, may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by County, under any of the following conditions:

- i. If County funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the Contract may be modified to accommodate a reduction in funds.
- ii. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding authorized by this Contract.
- iii. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
- iv. If Contractor fails to provide services, outcomes, reports as specified by County in this Contract.
- v. If Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from County, fails to correct such failures within ten (10) days or such longer period as County may authorize.

6.3 Transition. Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Contractor and County shall continue to perform all duties and obligations under this Contract with respect to individuals under care of Contractor to the date of termination.

7.0 Notices

Any notice under this Contract shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to Contractor:
Northwest Family Services
6200 SE King Road
Portland, OR 97222

If to County:
Clackamas County Behavioral Health Division
2051 Kaen Road, Suite #154
Oregon City, OR 97045

This contract consists of seven (7) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A – Definitions
- Exhibit B – Scope of Work
- Exhibit C – Compensation
- Exhibit D – Insurance
- Exhibit E – CMHP Required Provider Contract Provisions
- Exhibit F – CMHP Required Federal Terms & Conditions
- Exhibit G – CMHP Service Element(s)
- Exhibit H – Business Associate Agreement (BAA)
- Exhibit I – Qualified Service Organization Business Associate Agreement (QSOBAA)
- Exhibit J – Certification Statement for Independent Contractor
- Exhibit K – Performance Standards

[Signature Page Follows]

COPY

June 14, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #03 to Professional, Technical, and Personal Services Agreement #7840 with The Living Room for Youth/Young Adult Peer Support Services

Purpose/Outcomes	Provides an afterschool drop-in program to gay, lesbian, bi-sexual, transgender, queer and questioning youth ages 14 to 20 in Clackamas County.
Dollar Amount and Fiscal Impact	Amendment adds \$49,425 for a revised maximum agreement value of \$216,759.50.
Funding Source	No County general funds are involved. State of Oregon, OHP funds.
Duration	Effective July 1, 2018 and terminates December 31, 2018
Previous Board Action	Amendment #02 was reviewed and approved by the Board on January 18, 2018, Agenda Item 011818-A11.
Strategic Plan Alignment	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	#7840-03

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #03 to Agreement #7840 with The Living Room to provide After School Drop-In Peer Support Services for gay, lesbian, bi-sexual, transgender, queer, and questioning youth in Clackamas County.

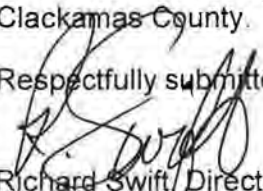
This amendment extends the term of the agreement for six (6) months with a funding increase of \$49,425, for a revised maximum agreement value of \$216,759.50. This amendment also updates insurance requirements and budget attachment, and adds required terms and conditions exhibit and a Business Associate Agreement. The original agreement was reviewed and approved by County Counsel on March 2, 2017.

This amendment is effective July 1, 2018 and terminates December 31, 2018.

RECOMMENDATION:

Staff recommends approval of this amendment and that Richard Swift be authorized to sign on behalf of Clackamas County.

Respectfully submitted,


Richard Swift, Director
Health, Housing & Human Services Department

Healthy Families. Strong Communities.

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

H3S Contract Number: 7840

Board Agenda Number: N/A (Under \$150,000)

and Board date: _____

Division: Behavioral Health

Amendment No. 3

Contractor: The Living Room

Amendment Requested By: Mary Rumbaugh, Director of Behavioral Health

Changes: Scope of Services Agreement Budget/Compensation
 Agreement Term Other Adds Exhibits D, E, and F

Justification for Amendment:

This agreement provides after school drop-in Peer Support for gay, lesbian, bi-sexual, transgender, queer and questioning youth, ages 14 to 20 in Clackamas County.

This amendment extends the term of the agreement by six (6) months, increases compensation, amends insurance requirements, and adds exhibits that address federal guidelines, including HIPAA requirements.

The agreement termination date will be **December 31, 2018**.

Compensation of this agreement is **increased by \$49,425.00** for the additional six (6) months of services, bringing the maximum compensation to **\$216,759.50**.

Insurance language is amended by the removal of Sections 5.2.1 through 5.2.11 of agreement, and the addition of **Exhibit D**, Insurance. **Exhibit E**, OHP Required Federal Terms and Conditions and **Exhibit F**, Business Associate Agreement are also added. **Attachment 1**, Budget is amended to reflect the increase of compensation.

This amendment is effective **July 1, 2018** and continues through **December 31, 2018**.

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

The Living Room #7840

Professional, Technical, and Consultant Services Agreement – Amendment #03

Page 2 of 25

AMEND:

2.0 Term

Services provided under the terms of this agreement shall commence July 1, 2015 and shall terminate **June 30, 2018** unless terminated earlier by one or both parties as provided for in paragraph 6.0. This agreement may be renewed annually and amended by mutual consent of both parties.

TO READ:

2.0 Term

Services provided under the terms of this agreement shall commence July 1, 2015 and shall terminate **December 31, 2018** unless terminated earlier by one or both parties as provided for in paragraph 6.0. This agreement may be renewed annually and amended by mutual consent of both parties.

AMEND:

3.1 Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in Exhibit B as follows:

Total payment to CONTRACTOR shall not exceed **\$167,334.50**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

TO READ:

3.1 Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in Exhibit B as follows:

Total payment to CONTRACTOR shall not exceed **\$216,759.50**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

AMEND:

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

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an

The Living Room #7840

Professional, Technical, and Consultant Services Agreement – Amendment #03

Page 3 of 25

“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 it.

5.2.2 Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain at CONTRACTOR’s expense, and keep in effect during the term of the agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles, or CONTRACTOR shall obtain at CONTRACTOR’S expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage. The combined single limit per occurrence shall not be less than \$1,000,000.

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to furnish 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 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.

5.2.4 Tail Coverage. If liability insurance is arranged on a “claims made” basis, “tail” coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR’S insurer will provide “tail” coverage as subscribed, or continuous “claims made” liability coverage for thirty-six (36) months following the contract completion. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage, provided it’s retroactive date is on or before the effective date of this contract.

5.2.5 Additional Insurance 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.

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

5.2.7 Insurance Carrier Rating. Coverages provided by CONTRACTOR 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.

The Living Room #7840

Professional, Technical, and Consultant Services Agreement – Amendment #03

Page 4 of 25

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this agreement, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY ten days prior to coverage expiring.

5.2.9 Primary Coverage Clarification. CONTRACTOR's coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

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

5.2.11 Waiver of Subrogation. CONTRACTOR agrees to waive their rights of subrogation arising from the work performed under this contract.

TO READ:

5.2 Insurance. ***COUNTY shall enforce CONTRACTOR compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating the Agreement as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Agreement, CONTRACTOR shall maintain in force, at its own expense, each insurance required in Exhibit D, Insurance.***

AMEND:

This agreement consists of seven (7) sections plus the following exhibits, which by this reference are incorporated herein:

Exhibit A	Scope of Work
Exhibit B	Reporting Requirements
Exhibit C	Performance Standards
Attachment 1	Invoice Template

TO READ:

This agreement consists of seven (7) sections plus the following exhibits, which by this reference are incorporated herein:

Exhibit A	Scope of Work
Exhibit B	Reporting Requirements
Exhibit C	Performance Standards
<i>Exhibit D</i>	<i>Insurance</i>
<i>Exhibit E</i>	<i>OHP Required Federal Terms and Conditions</i>
<i>Exhibit F</i>	<i>Business Associate Agreement</i>
Attachment 1	Invoice Template

ADD:

**EXHIBIT D
INSURANCE**

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

1. **Workers Compensation.** Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126. Contractors shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

2. **Professional Liability.** **Required by County** **Not required by County**

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

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

3. **General Liability.** **Required by County** **Not required by County**

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage for the protection of the **County, Health Share of Oregon, and the State of Oregon, and its officers, elected officials, agents, and employees.** It shall include contractual liability coverage for the indemnity provided under this Contract.

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

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

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

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

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

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

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

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

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

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

7. Additional Insured Provision. The insurance, other than Professional Liability (except to the extent it only applies to Commercial General Liability exposures), Workers' Compensation, Personal Automobile Liability and Pollution Liability Insurance, shall include **Clackamas County, Health Share of Oregon, and the State of Oregon, and their officers, elected officials, agents, and employees** as an additional insured.

8. Primary Coverage Clause. Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

9. Cross-Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Contract.

10. "Tail" Coverage. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Contract, for a minimum of twenty-four (24) months following the later of: (i) the Contractor's completion and County's acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the Contract. Notwithstanding the foregoing 24-month requirement, if the Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Contractor may request and County may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If County approval is granted, the Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

11. Self-insurance. Contractor may fulfill one or more of its insurance obligation herein through a program of self-insurance, provided that Contractor's self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit, and is reasonably acceptable to County. Contractor shall furnish an acceptable insurance certificate to County for any

insurance coverage required by this Contract that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured.

- 12. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. Contractor will maintain the insurance in full force throughout the duration of this Contract. No Contract shall be in effect until the required certificates have been received, approved, and accepted by County. A renewal certificate will be sent to County ten (10) days prior to coverage expiration. The insurance for general liability and commercial automobile liability must include an endorsement naming **Clackamas County, Health Share of Oregon, and the State of Oregon, and their officers, elected officials, agents, and employees** as additional insureds with respect to the Work under this Contract. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Certificate Holder should be:

Clackamas County, 2051 Kaen Road, Suite 154, Oregon City, Oregon 97045

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

BHcontracts@clackamas.us

Clackamas County
Contracts Administration
2051 Kaen Road, Suite 154
Oregon City, OR 97045

- 13. Insurance Carrier Rating.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the 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. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 14. Waiver of Subrogation.** Contractor agrees to waive their rights of subrogation arising from the Work performed under this Contract.
- 15. Notice of cancellation or change.** There shall be no cancellation, material change, exhaustion of aggregate limits, reduction of limits, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Behavioral Health Division, 2051 Kaen Road, Suite 154, Oregon City, OR 97045 or BHcontracts@clackamas.us.
- 16. Insurance Compliance.** The County will be entitled to enforce Contractor compliance with the insurance requirements, and will take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Contract as permitted by the Contract, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Contractor to work under this Contract when the County is aware that the Contractor is not in compliance with the insurance requirements.

ADD:

**EXHIBIT E
OHP REQUIRED FEDERAL TERMS AND CONDITIONS**

Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Contractor shall comply and, as indicated, cause all Subcontractors to comply with the following federal requirements to the extent that they are applicable. For purposes of this Contract, 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

Contractor shall comply and require all Subcontractors to comply with all federal laws, regulations and executive orders applicable to this Contract or to the delivery of Work. Without limiting the generality of the foregoing, Contractor 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 this Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements, Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Section 1557 of the Patient Protection and Affordable Care Act (ACA), (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, as amended, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) the Mental Health Parity and Addiction Equity Act of 2008, as amended; (j) CMS regulations (including 42 CFR Part 438, subpart K) and guidance regarding mental health parity, including 42 CFR 438.900 et. seq.; (k) all regulations and administrative rules established pursuant to the foregoing laws, (l) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (m) all federal laws requiring reporting of Member abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract 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 Contract, including amendments, is for more than \$10,000, then Contractor 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 Contract, including amendments, exceeds \$100,000 then Contractor 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 OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor

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

Contractor 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 Contract, the Contractor certifies, to the best of the Contractor's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, 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 Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract 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 Contractor under this Contract 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 Contractor under this Contract 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 on 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 Contractor under this Contract 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

The parties acknowledge and agree that each of OHA and the Contractor is a “covered entity” for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and its implementing federal regulations (collectively referred to as HIPAA). OHA and Contractor shall comply with HIPAA to the extent that any Work or obligations of OHA arising under this Contract are covered by HIPAA. Contractor shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records required to comply with this Contract and with HIPAA. Contractor shall comply and cause all Subcontractors to comply with HIPAA and the following:

- a. **Privacy and Security of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is protected from unauthorized use or disclosure consistent with the requirements of HIPAA. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and OHA for purposes directly related to the provision of services to Members which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate HIPAA Privacy Rules in 45 CFR Parts 160 and 164, OHA Privacy Rules, OAR Chapter 407 Division 014, or OHA Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at: <https://apps.state.or.us/cfl/FORMS/>, Form number ME2090 Notice of Privacy Practices, or may be obtained from OHA.

- b. **HIPAA Information Security.** Contractor shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that Member Information shall be used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with applicable State and federal laws and the terms and conditions of this Contract. Security incidents involving Member Information must be immediately reported to DHS' Privacy Officer.
- c. **Data Transactions Systems.** Contractor shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS EDT Rules, OAR 410-001-0000 through 410-001-0200. In order for Contractor to exchange electronic data transactions with OHA in connection with claims or encounter data, eligibility or Enrollment information, authorizations or other electronic transaction, Contractor shall execute an EDT Trading Partner Agreement with OHA and shall comply with the OHA EDT Rules.
- d. **Consultation and Testing.** If Contractor reasonably believes that the Contractor's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the OHA HIPAA officer. Contractor or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.

7. Resource Conservation and Recovery

Contractor 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. Contractor shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- b. If Contractor expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Contractor shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Contractor shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Contractor expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Contractor is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, Part 8, Section 2.

9. Debarment and Suspension

Contractor shall, in accordance with 42 CFR 438.808(b), 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 Nonprocurement 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.

Contractor shall ensure that no amounts are paid to a Provider that could be excluded from participation in Medicare or Medicaid for any of the following reasons:

- a. The Provider is controlled by a sanctioned individual
- b. The Provider has a contractual relationship that provides for the administration, management or provision of medical services, or the establishment of policies, or the provision of operational support for the administration, management or provision of medical services, either directly or indirectly, with an individual convicted of certain crimes as described in section 1128(b)(8)(B) of the Social Security Act
- c. The Provider employs or contracts, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services, with one of the following:
 - (i) Any individual or entity excluded from participation in Federal health care programs.
 - (ii) Any entity that would provide those services through an excluded individual or entity.

The Contract prohibits the Contractor from knowingly having a person with ownership of 5% or more of the Contractor's equity if such person is (or is affiliated with a person or entity that is) debarred, suspended, or excluded from participation in federal healthcare programs.

If OHA learns that Contractor has a prohibited relationship with a person or entity that is debarred, suspended, or excluded from participation in federal healthcare programs, OHA:

- a. Must notify DHHS of Contractor's noncompliance;
- b. May continue an existing agreement with the Contractor unless DHHS directs otherwise; and
- c. May not renew or extend the existing contract with the Contractor unless DHHS provides to the State a written statement describing compelling reasons that exist for renewing or extending the Contract, consistent with 42 CFR 438.610.

10. Drug-Free Workplace

Contractor shall comply and cause all Subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Contractor 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 Contractor's workplace or while providing services to Members. Contractor's notice shall specify the actions that will be taken by Contractor 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, Contractor'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 Contract 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 Contract, 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 days after such conviction; (v) Notify OHA within 10 days after receiving notice under Paragraph (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 Paragraphs (i) through (vi) above; (viii) Require any Subcontractor to comply with Paragraphs (i) through (vii) above; (ix) Neither Contractor, or any of Contractor's employees, officers, agents or Subcontractors may provide any service required under this Contract 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 Contractor or Contractor's employee, officer, agent or Subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Contractor or Contractor's employee, officer, agent or Subcontractor's performance of essential job function or creates a direct threat to 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; and (x) Violation of any provision of this subsection may result in termination of this Contract.

11. Pro-Children Act

Contractor 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. Non-Discrimination

Contractor shall comply, and require its Subcontractors to comply, with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. Contractor shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.

13. OASIS

To the extent applicable, Contractor shall comply with, and shall require Subcontractors to comply with, the Outcome and Assessment Information Set (OASIS) reporting requirements and patient notice requirements for skilled services provided by Home Health Agencies, pursuant to CMS requirements published in 42 CFR 484.20, and such subsequent regulations as CMS may issue in relation to the OASIS program.

14. Patient Rights Condition of Participation

To the extent applicable, Contractor shall comply with, and shall require Subcontractors to comply with, the Patient Rights Condition of Participation (COP) that Hospitals must meet to continue participation in the Medicaid program, pursuant to 42 CFR Part 482. For purposes of this Contract, Hospitals include short-term, psychiatric, rehabilitation, long-term, and children's hospitals.

15. Federal Grant Requirements

The federal Medicaid rules establish that OHA is a recipient of federal financial assistance, and therefore is subject to federal grant requirements pursuant to 42 CFR 430.2(b). To the extent applicable to Contractor or to the extent OHA requires Contractor to supply information or comply with procedures to permit OHA to satisfy its obligations federal grant obligations or both, Contractor must comply with the following parts of 45 CFR:

- a. Part 74, including Appendix A (uniform federal grant administration requirements);
- b. Part 92 (uniform administrative requirements for grants to state, local and tribal governments);
- c. Part 80 (nondiscrimination under Title VI of the Civil Rights Act);
- d. Part 84 (nondiscrimination on the basis of handicap);
- e. Part 91 (nondiscrimination on the basis of age);
- f. Part 95 (Medicaid and CHIP federal grant administration requirements); and
- g. Contractor shall not expend, and Contractor shall include a provision in any Subcontract that its Subcontractor shall not expend, any of the funds paid under this Contract for roads, bridges, stadiums, or any other item or service not covered under the OHP.

16. Mental Health Parity

Contractor shall adhere to CMS guidelines regarding Mental Health Parity detailed below:

- a. If Contractor does not include an aggregate lifetime or annual dollar limit on any medical/surgical benefits or includes an aggregate lifetime or annual dollar limit that applies to less than one-third of all medical/surgical benefits provided to enrollees, it may not impose an aggregate lifetime or annual dollar limit, respectively, on mental health or substance use disorder benefits;

- b. If Contractor includes an aggregate lifetime or annual dollar limit on at least two-thirds of all medical/surgical benefits provided to enrollees, it must either apply the aggregate lifetime or annual dollar limit both to the medical/surgical benefits to which the limit would otherwise apply and to mental health or substance use disorder benefits in a manner that does not distinguish between the medical/surgical benefits and mental health or substance use disorder benefits; or not include an aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits that is more restrictive than the aggregate lifetime or annual dollar limit, respectively, on medical/surgical benefits;
- c. If Contractor includes an aggregate lifetime limit or annual dollar amount that applies to one-third or more but less than two-thirds of all medical/surgical benefits provided to enrollees, it must either impose no aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits; or impose an aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits that is no more restrictive than an average limit calculated for medical/surgical benefits in accordance with 42 CFR 438.905(e)(ii);
- d. Contractor must not apply any financial requirement or treatment limitation to mental health or substance use disorder benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation of that type applied to substantially all medical/surgical benefits in the same classification furnished to enrollees (whether or not the benefits are furnished by Contractor).
- e. If a member is provided mental health or substance use disorder benefits in any classification of benefits (inpatient, outpatient, emergency care, or prescription drugs), mental health or substance use disorder benefits must be provided to the member in every classification in which medical/surgical benefits are provided;
- f. Contractor may not apply any cumulative financial requirements for mental health or substance use disorder benefits in a classification (inpatient, outpatient, emergency care, prescription drugs) that accumulates separately from any established for medical/surgical benefits in the same classification;
- g. Contractor may not impose NQTLs for mental health or substance use disorder benefits in any classification unless, under the policies and procedures of Contractor as written and in operation, any processes, strategies, evidentiary standards, or other factors used in applying the NQTL to mental health or substance use disorder benefits in the classification are comparable to, and are applied no more stringently than, the processes, strategies, evidentiary standards, or other factors used in applying the limitation for medical/surgical benefits in the classification;
- h. Contractor shall provide all necessary documentation and reporting required by OHA to establish and demonstrate compliance with 42 CFR part 438, subpart K regarding parity in mental health and substance use disorder benefits.
- i. Contractor shall use processes, strategies, evidentiary standards or other factors in determining access to out of network providers for mental health or substance use disorder benefits that are comparable to and applied no more stringently than, the processes, strategies, evidentiary standards or other factors in determining access to out of network providers for medical/surgical benefits in the same classification.

ADD:

**EXHIBIT F
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is entered into as of **July 1, 2018** (“Effective Date”) by and between **The County of Clackamas Health, Housing, and Human Services, Behavioral Division** (“Covered Entity”) and **The Living Room** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations (“HIPAA”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Effective Date” shall be the Effective Date of this Business Associate Agreement.
- 1.5 “Electronic Protected Health Information” or “Electronic PHI” shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.

- 1.8 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.10 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.11 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.12 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;

- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.

- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. In plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,

- 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.
- If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.
- Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.
- 6.3 **Effect of Termination.**
- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
 - b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with

Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Covered Entity.** Covered Entity agrees to indemnify, defend and hold harmless the Business Associate and its employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Covered Entity’s breach of Section 4.1 of this Business Associate Agreement. Accordingly, on demand, Covered Entity shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Covered Entity’s breach hereunder. Covered Entity’s obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.6 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.7 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

[Signature Page Follows for BAA]

The Living Room #7840

Professional, Technical, and Consultant Services Agreement – Amendment #03

Page 21 of 25

SIGNATURE PAGE
BUSINESS ASSOCIATE AGREEMENT

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate

Covered Entity

The Living Room

County of Clackamas



Authorized Signature 4/June 2018 Date

Jeffrey Morgan, Board Co-Chair

Name / Title (Printed)

Richard Swift Date
Health, Housing, and Human Services

The Living Room #7840

Professional, Technical, and Consultant Services Agreement – Amendment #03

Page 23 of 25

AMEND: ATTACHMENT 1, BUDGET

INCOME	
CCBHD Grant Budget	41833.50

EXPENSE *	
Payroll Expense	33610
Business and Administrative Operations	975
	1098.5
Program and Events	4400
Travel	1750

***Expense Category Definitions and Further Information**

Payroll Expense includes: payroll fee, payroll, payroll taxes, medical stipend

Program \$16/hr at 40

Coordinator hrs/wk

 \$13.50/hr at

Youth Intern 20 hrs/wk

Business and Administrative includes: Insurance and Worker's Compensation

Operations includes: Office supplies, printing/postage, community outreach materials, rent, website

Program and Events includes: Drop-In, (Oregon City and Sandy), GSA Summit, Alternative Prom, Summer wellness, youth leadership training, volunteer training (done by coordinator), promotional materials/tabling (done by coordinator and/or intern), community education (done by coordinator and/or intern)

Travel includes: Mileage reimbursement, TriMet reimbursement

TO READ:

**ATTACHMENT 1
BUDGET**

BUDGET CATEGORIES	BUDGET YEARS		
EXPENSE	2016/17	2017/18	July-Dec 2018
Payroll	\$ 67,220.00	\$ 67,220.00	\$ 37,750.00
Business and Administrative	\$ 1,950.00	\$ 1,950.00	\$ 975.00
Operations	\$ 2,197.00	\$ 2,197.50	\$ 4,550.00
Program and Events	\$ 8,800.00	\$ 8,800.00	\$ 4,400.00
Travel	\$ 3,500.00	\$ 3,500.00	\$ 1,750.00
TOTAL	\$ 83,667.00	\$ 83,667.50	\$ 49,425.00
MAXIMUM CONTRACT VALUE:	\$216,759.50		

EXPENSE DESCRIPTIONS:

Payroll includes: payroll fee, payroll, payroll taxes, medical stipend

Program Coordinator: \$18.26/hr at 40 hrs/wk

\$250.00/month - Medical stipend

Youth Intern: \$15.00/hr at 20 hrs/wk

Business and Administrative includes: Insurance and Worker's Compensation

Operations includes: Office supplies, printing/postage, community outreach materials, rent, website

Program and Events includes: Drop-In, (Oregon City and Sandy), GSA Summit, Alternative Prom, Summer wellness, youth leadership training, volunteer training (done by coordinator), promotional materials/tabling (done by coordinator and/or intern), community education (done by coordinator and/or intern)

Travel includes: Mileage reimbursement, TriMet reimbursement

[Signature page follows]

The Living Room #7840

Professional, Technical, and Consultant Services Agreement – Amendment #03

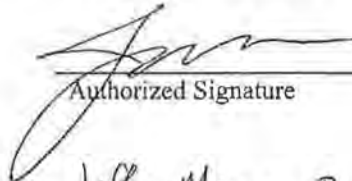
Page 25 of 25

SIGNATURE PAGE

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

THE LIVING ROOM

THE COUNTY OF CLACKAMAS



Authorized Signature 4 June 2018
Date

Jeffrey Morgan, Board Co-Chair

Name / Title (Printed)

Richard Swift Date
Health, Housing, and Human Services

756290-98
Oregon Business Registry #

Domestic Nonprofit Corporation / Oregon
Entity Type / State of Formation

June 14, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment #5 of Professional Services Agreement #7315 with
 Oregon Family Support Network for Peer Delivered Services System of Care
for Families in Crisis in Emergency Departments

Purpose/Outcomes	Provides Family Navigator and peer support services for crisis diversion in Emergency Departments.
Dollar Amount and Fiscal Impact	Amendment adds \$38,560.39 for a revised maximum agreement value of \$269,922.73.
Funding Source	No County General Funds are involved. State of Oregon, Community Mental Health Program (CMHP) funds.
Duration	Effective July 1, 2018 and terminates December 31, 2018
Previous Board Action	Amendment #2 was reviewed and approved by the Board on February 23, 2017, Agenda Item 022301-A1.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division, 503-742-5305
Contract No.	#7315-05

BACKGROUND:

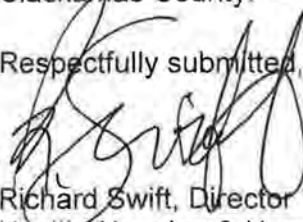
The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department requests the approval of a Professional Services Agreement with the Oregon Family Support Network for Family Navigator and peer support services for crisis diversion in Emergency Departments including, but not limited to, supportive services, system navigation, resources, and family development.

This amendment extends the term of the agreement for six (6) months with a funding increase of \$38,560.39, for a revised maximum agreement value of \$269,922.73. This amendment also updates insurance requirements, and budget attachment, and adds required exhibits of contract provisions, terms, and conditions. County Counsel reviewed and approved initial agreement, Amendments #1 & 2 on December 27, 2016.

This amendment is effective from July 1, 2018 and terminates December 31, 2018.

RECOMMENDATION:

Staff recommends approval of this amendment and that Richard Swift be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

 Richard Swift, Director

Health, Housing & Human Services Department

Healthy Families. Strong Communities.

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

H3S Contract Number: 7315

Board Agenda Number: N/A (Under \$150,000)

and Board date: _____

Division: Behavioral Health

Amendment No. 5

Contractor: Oregon Family Support Network, Inc. (Family Navigator – ED Diversion)

Amendment Requested By: Mary Rumbaugh, Director of Behavioral Health

Changes: Scope of Services Agreement Budget/Compensation
 Agreement Term Other Update budget; add Exhibits G, H and I

Justification for Amendment:

This agreement provides Peer Delivered Services System of Care for children, families, transition age youth, and adults navigating Emergency Department services while receiving mental health and addiction services.

This amendment extends the term of the agreement by six (6) months, increases compensation, amends budget attachment and insurance requirements, and adds exhibits of required provisions, terms and conditions.

The agreement termination date will be **December 31, 2018**.

Compensation of the agreement is **increased by \$38,560.39** for the additional six (6) months of services, bringing the maximum compensation to **\$269,922.73**.

Insurance language is amended by the removal of Sections 5.2.1 through 5.2.10 of the agreement and the addition of **Exhibit G**, Insurance. **Exhibit H**, CMHP Required Provider Contract Provisions and **Exhibit I**, CMHP Required Federal Terms and Conditions are also added. **Attachment I**, Budget, is updated to reflect the increase in compensation provided through this amendment.

This amendment is effective **July 1, 2018** and continues through **December 31, 2018**.

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

AMEND:

2.0 Term

Services provided under the terms of this agreement shall commence **July 1, 2015 and shall terminate June 30, 2018** unless terminated earlier by one or both parties as provided for in paragraph 6.0. This agreement may be renewed annually and amended by mutual consent of both parties.

TO READ:

Services provided under the terms of this agreement shall commence **July 1, 2015 and shall terminate December 31, 2018** unless terminated earlier by one or both parties as provided for in paragraph 6.0. This agreement may be renewed annually and amended by mutual consent of both parties.

AMEND:

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in *Attachment 1* as follows:

Total payment to CONTRACTOR shall not exceed **\$231,362.34.**

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

TO READ:

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in Attachment 1 as follows:

Total payment to CONTRACTOR shall not exceed **\$269,922.34.**

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

AMEND:

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

5.2.1 Commercial General Liability

Required by COUNTY

Not required by COUNTY

Oregon Family Support Network #7315

Professional, Technical, and Consultant Services Agreement – Amendment #05

Page 3 of 26

CONTRACTOR shall obtain, at CONTRACTOR'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 it.

5.2.2 Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain at CONTRACTOR's expense, and keep in effect during the term of the agreement, "Symbol 1" 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.

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to furnish 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 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.

5.2.4 Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract.

5.2.5 Additional Insurance 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.

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

5.2.7 Insurance Carrier Rating. Coverages provided by CONTRACTOR 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.

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this agreement, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until

Oregon Family Support Network #7315

Professional, Technical, and Consultant Services Agreement – Amendment #05

Page 4 of 26

required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY ten days prior to coverage expiring.

5.2.9 Primary Coverage Clarification. CONTRACTOR's coverage will be primary in the event of a loss.

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

TO READ:

5.2 Insurance. ***COUNTY shall enforce CONTRACTOR compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating the Agreement as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Agreement, CONTRACTOR shall maintain in force, at its own expense, each insurance required in Exhibit G, Insurance.***

AMEND:

This agreement consists of seven (7) sections plus the following exhibits, which by this reference are incorporated herein:

Exhibit A	Background and Definitions
Exhibit B	Scopes of Services
Exhibit C	Standards of Work
Exhibit D	Reporting Requirements
Exhibit E	Performance Standards
Attachment 1	FY 16 Budget
Attachment 2	Invoice Template

TO READ:

This agreement consists of seven (7) sections plus the following exhibits, which by this reference are incorporated herein:

Exhibit A	Background and Definitions
Exhibit B	Scopes of Services
Exhibit C	Standards of Work
Exhibit D	Reporting Requirements
Exhibit E	Performance Standards
<i>Exhibit F</i>	<i>Qualified Service Organization Business Associate Agreement</i>
<i>Exhibit G</i>	<i>Insurance</i>
<i>Exhibit H</i>	<i>CMHP Required Contract Provisions</i>
<i>Exhibit I</i>	<i>CMHP Required Federal Terms and Conditions</i>
Attachment 1	<i>Budget</i>
Attachment 2	Invoice Template

ADD:

**EXHIBIT G
INSURANCE**

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

1. **Workers Compensation.** Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126. Contractors shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

2. **Professional Liability.** **Required by County** **Not required by County**

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

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

3. **General Liability.** **Required by County** **Not required by County**

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

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

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

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

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

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

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

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

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

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

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

7. **Additional Insured Provision.** The insurance, other than Professional Liability (except to the extent it only applies to Commercial General Liability exposures), Workers' Compensation, Personal Automobile Liability and Pollution Liability Insurance, shall include **Clackamas County and the State of Oregon, and their officers, elected officials, agents, and employees** as an additional insured.

8. **Primary Coverage Clause.** Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

9. **Cross-Liability Clause.** A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Contract.

10. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Contract, for a minimum of twenty-four (24) months following the later of: (i) the Contractor's completion and County's acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the Contract. Notwithstanding the foregoing 24-month requirement, if the Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Contractor may request and County may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If County approval is granted, the Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

11. **Self-insurance.** Contractor may fulfill one or more of its insurance obligation herein through a program of self-insurance, provided that Contractor's self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit, and is reasonably acceptable to County. Contractor shall furnish an acceptable insurance certificate to County for any

insurance coverage required by this Contract that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured.

- 12. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. Contractor will maintain the insurance in full force throughout the duration of this Contract. No Contract shall be in effect until the required certificates have been received, approved, and accepted by County. A renewal certificate will be sent to County ten (10) days prior to coverage expiration. The insurance for general liability and commercial automobile liability must include an endorsement naming **Clackamas County and the State of Oregon, and their officers, elected officials, agents, and employees** as additional insureds with respect to the Work under this Contract. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Certificate Holder should be:

Clackamas County, 2051 Kaen Road, Suite 154, Oregon City, Oregon 97045

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

BHcontracts@clackamas.us

Clackamas County
Contracts Administration
2051 Kaen Road, Suite 154
Oregon City, OR 97045

- 13. Insurance Carrier Rating.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the 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. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 14. Waiver of Subrogation.** Contractor agrees to waive their rights of subrogation arising from the Work performed under this Contract.
- 15. Notice of cancellation or change.** There shall be no cancellation, material change, exhaustion of aggregate limits, reduction of limits, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Behavioral Health Division, 2051 Kaen Road, Suite 154, Oregon City, OR 97045 or BHcontracts@clackamas.us.
- 16. Insurance Compliance.** The County will be entitled to enforce Contractor compliance with the insurance requirements, and will take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Contract as permitted by the Contract, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Contractor to work under this Contract when the County is aware that the Contractor is not in compliance with the insurance requirements.

ADD:

**EXHIBIT H
CMHP REQUIRED PROVIDER CONTRACT PROVISIONS**

1. **Expenditure of Funds.** Contractor may expend the funds paid to Contractor under this Contract solely on the delivery of contracted services subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
 - a) Contractor may not expend on the delivery of Services any funds paid to Contractor under this Contract in excess of the amount reasonable and necessary to provide quality delivery of these Services.
 - b) If this Contract requires Contractor to deliver more than one service, Contractor may not expend funds paid to Contractor under this Contract for a particular service on the delivery of any other service.
 - c) If this Contract requires Contractor to deliver Substance Use Disorders and Problem Gambling Services, Contractor may not use the funds paid to Contractor under this Contract for such services to:
 - 1) Provide inpatient hospital services;
 - 2) Make cash payments to intended recipients of health services;
 - 3) Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - 4) Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise); or
 - 5) Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which generally prohibits funds provided under this Contract from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
 - d) Contractor may expend funds paid to Contractor under this Contract only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. If Contractor expends less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Contractor, if subject to this requirement, shall at Contractor's own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Contractor responsible for the financial management of funds received under this Contract. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Contractor may not use the funds received under this Contract for inherently religious activities, as described in 45 CFR Part 87.

2. Records Maintenance, Access and Confidentiality.

- a) **Access to Records and Facilities.** County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Contract, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Contractor hereunder.
- b) **Retention of Records.** Contractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Contractor hereunder or to any services delivered hereunder, for a minimum of 6 years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Contractor shall retain the records until the questions are resolved.
- c) **Expenditure Records.** Contractor shall document the expenditure of all funds paid to Contractor under this Contract. Unless applicable federal law requires Contractor to utilize a different accounting system, Contractor shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Contractor under this Contract were expended.
- d) **Client Records.** Unless otherwise specified in this Contract, Contractor shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:
 - 1) Client identification;
 - 2) Problem assessment;
 - 3) Treatment, training and/or care plan;
 - 4) Medical information when appropriate; and
 - 5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Contractor shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six years from termination or expiration of this Contract.

- e) **Safeguarding of Client Information.** Contractor shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Contractor by County or by the Oregon Health Authority. Contractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably

requested by County or the Oregon Health Authority.

- f) **Data Reporting.** All Individuals receiving Services with funds provided under this Contract must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: <http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx>, and the "Who Reports in MOTS Policy," as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- 1) Providers with HSD Agreements that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- 2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- 3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII providers and methadone maintenance providers; and
- 4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

3. **Alternative Formats of Written Materials.** In connection with the delivery of Services, Contractor shall:

- a) Make available to a Client, without charge to the Client, upon the Client's, the County's or the Oregon Health Authority's request, any and all written materials in alternate, if appropriate, formats as required by the Oregon Health Authority's administrative rules or by the Oregon Health Authority's written policies made available to Contractor.
- b) Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, any and all written materials in the prevalent non-English languages in the area served by Contractor.
- c) Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, oral interpretation services in all non-English languages in the area served by Contractor.

- d) Make available to a Client with hearing impairments, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created or delivered in connection with the services and all Contractor contracts related to this Contract. The County may develop its own forms and materials and with such forms and materials the County shall be responsible for making them available to a Client, without charge to the Client or OHA, in the prevalent non-English language. OHA shall be responsible for making its forms and materials available, without charge to the Client or CMHP, in the prevalent non- English language.

4. Reporting Requirements. Contractor shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:

- a) Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
- b) All additional information and reports that County or the Oregon Health Authority reasonably requests.

5. Compliance with Law. Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract:

- a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
- b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities;
- c) all state laws requiring reporting of client abuse; and
- d) 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 delivery of services under this Contract.

These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Contractor, 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. In addition, Contractor shall comply, as if it were County thereunder, with the federal requirements set forth in **Exhibit I** to the certain 2017-2019 Intergovernmental Contract for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services between County and the Oregon Health Authority dated as of July 1, 2017, which Exhibit is incorporated herein by this reference. For purposes of

Oregon Family Support Network #7315

Professional, Technical, and Consultant Services Agreement – Amendment #05

Page 12 of 26

this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
7. To the extent permitted by applicable law, Contractor shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon and Clackamas County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Contractor, including but not limited to the activities of Contractor or its officers, employees, subcontractors or agents under this Contract.
8. Contractor understands that Contractor may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Contractor shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. Contractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Contractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the Contract, insurance requirements as defined in this Contract and incorporated herein by this reference.
11. Contractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the contractor (Claims). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor from and against any and all Claims.
12. Contractor shall include sections 1 through 11, in substantially the form set forth above, in all permitted Contractor contracts under this Contract.
13. Ownership of Intellectual Property.
 - a) Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA and the County will not own the right, title and interest in any intellectual property created or delivered by the Contractor in connection with the Services. With respect to that portion of the intellectual property that the Contractor owns, Contractor grants to OHA and the County a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Contract 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 13.a.(1) on OHA and the

County's behalf; and (3) sublicense to third parties the rights set forth in Section 13.a.(1).

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

ADD:

**EXHIBIT I
CMHP REQUIRED FEDERAL TERMS AND CONDITIONS**

Contractor shall comply with the following federal requirements. For purposes of this Contract, 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.** Contractors shall comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (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 law governing operation of Community Mental Health Programs, including without limitation, 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 Contract and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$150,000 Contractor shall 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 OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractors shall include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** Contractors shall 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 Contract, Contractor certifies, to the best of the Contractor's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, 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 Contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative Contract.
 - 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 Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract 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 Contractor under this Contract 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.
 - f. No part of any federal funds paid to Contractor under this Contract 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 on 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 Contractor under this Contract 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 or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery. Contractor shall 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.

7. Audits. Subrecipients, as defined in 45 CFR 75.2, shall comply with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. Copies of all audits must be submitted to County within thirty (30) calendar days of completion. If a sub recipient expends less than \$750,000 in a fiscal year beginning on or after December 26, 2014, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.

8. Debarment and Suspension. Contractor shall not permit any person or entity to be a provider 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. Providers 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.

9. Drug-Free Workplace. Contractor shall comply with the following provisions to maintain a drug-free workplace: (i) Contractor 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 Contractor's workplace or while providing Services to OHA clients. Contractor's notice shall specify the actions that will be taken by Contractor 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, Contractor'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 Contract 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 Contract, 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) calendar days after such conviction; (v) Notify OHA within ten (10) calendar 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 provider to comply with subparagraphs through (vii) above; (ix) Neither Contractor, or any of Contractor's employees, officers, agents may provide any Service required under this Contract 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 Contractor or Contractor's employee, officer, agent has used a controlled substance, prescription or non-prescription medication that impairs the Contractor or Contractor's employee, officer, agent or Contractor's performance of essential job function or creates a direct threat to OHA 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; and (x) Violation of any provision of this subsection may result in termination of this Contract.

10. **Pro-Children Act.** Contractor shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent Contractor provides any Service in which costs are paid in whole or in part by Medicaid, Contractor 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 Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 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 Part 431.107 (b) (4), and 42 CFR Part 489 subpart I.

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.

- c. County or OHA reserves the right to take such action required by law, or where County or OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

15. Special Federal Requirements Applicable to Substance Use Disorders Services for Agencies receiving Substance Abuse Prevention and Treatment (SAPT) Block Grant funds (CFDA 93.959).

a. Order for Admissions:

- (1) Pregnant women who inject drugs;
- (2) Pregnant substance abusers;
- (3) Other Individuals who inject drugs; and
- (4) All others.

b. Women's or Parent's Services. If Contractor provides A&D 61 and A&D 62 Services, Contractor must:

- (1) Treat the family as a unit and admit both women or parent and their children if appropriate.
- (2) Provide or arrange for the following services to pregnant women and women with dependent children:
 - (a) Primary medical care, including referral for prenatal care;
 - (b) Pediatric care, including immunizations, for their children;
 - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care;
 - (d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 - (e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in (a) through (d) above.

c. Pregnant Women. If Contractor provides any Substance Use Disorders Services other than A&D 60 Problem Gambling Client Finding Outreach Services, Contractor must:

- (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment, who seek or are referred for and would benefit from such Services, within 48 hours;
- (2) If Contractor has insufficient capacity to provide treatment Services to a pregnant woman, Contractor must refer the women to another Provider with capacity or if no available treatment capacity can be located, the outpatient Provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within 48 hours, including a referral for prenatal care; and
- (3) Perform outreach to inform pregnant women of the availability of treatment

Services targeted to them and the fact that pregnant women receive preference in admission to these programs.

- d. Intravenous Drug Abusers.** If Contractor provides any Substance Use Disorders Services other than A&D 60 Problem Gambling Client Finding Outreach Services, Contractor must:
- (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
 - (2) Programs that receive funding under the grant and that treat Individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within 7 calendar days;
 - (3) If Contractor receives a request for admission to treatment from an intravenous drug abuser, Contractor must, unless it succeeds in referring the Individual to another Provider with treatment capacity, admit the Individual to treatment not later than:
 - (a) 14 calendar days after the request for admission to Contractor is made;
 - (b) 120 calendar days after the date of such request if no Provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than 48 hours after such request; or
 - (c) If Contractor has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another Provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from the Contractor of the Individual's residence that is referring the Individual to residential services will make available counseling and education about human immunodeficiency virus(HIV) and tuberculosis (TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within 48 hours.
- e. Infectious Diseases.** If Contractor provides any Substance Use Disorders Services other than A&D 60 Problem Gambling Client Finding Outreach Services Contractor must:
- (1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted diseases, based on protocols established by OHA, for every Individual seeking Services from Contractor; and
 - (2) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if Contractor denies an Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis Services.
 - (3) For purposes of (2) above, "tuberculosis services" means:
 - (a) Counseling the Individual with respect to tuberculosis;
 - (b) Testing to determine whether the Individual has contracted such

disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and

- (c) Appropriate treatment services.
 - f. **OHA Referrals.** If Contractor provides any Substance Use Disorders Services other than A&D 60 Problem Gambling Client Finding Outreach Services, Contractor must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Substance Use Disorders and Problem Gambling Service delivery to persons referred by OHA.
 - g. **Barriers to Treatment.** Where there is a barrier to delivery of any Substance Use Disorder and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, Contractor shall develop support services available to address or overcome the barrier, including:
 - (1) Providing, if needed, hearing impaired or foreign language interpreters.
 - (2) Providing translation of written materials to appropriate language or method of communication.
 - (3) Providing devices that assist in minimizing the impact of the barrier.
 - (4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
 - h. **Misrepresentation.** Contractor shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by County or OHA.
 - i. **Oregon Residency.** Substance Use Disorders Services funded through this Contract, except for A&D 60 Problem Gambling Client Finding Outreach Services, A&D 80, A&D 81, A&D 82 and A&D 83, may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
 - j. **Tobacco Use.** If Contractor has Substance Use Disorders Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, Contractor must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.
 - k. **Client Authorization.** Contractor must comply with 42 CFR Part 2 when delivering a Substance Use Disorder Service that includes disclosure of Client information for purposes of eligibility determination. Contractor must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of a Substance Use Disorder Service to that Individual.
16. **Community Mental Health Block Grant (CFDA 93.958).** All funds, if any, awarded under this Contract for Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and Contractor shall comply with those restrictions.

Oregon Family Support Network #7315

Professional, Technical, and Consultant Services Agreement – Amendment #05

Page 21 of 26

17. Substance Abuse Prevention and Treatment (CFDA 93.959). To the extent Contractor provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent Contractor provides any substance abuse prevention or treatment services, Contractor shall comply with the confidentiality requirements of 42 CFR Part 2. CMHP may not use the funds received under this Contract for inherently religious activities, as described in 45 CFR Part 87.

18. Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200. All required data elements in accordance with 45 CFR 75.352 are available at: <http://www.oregon.gov/oha/amh/Pages/federal-reporting.aspx>.

AMEND:

**ATTACHMENT 1
BUDGET**

Oregon Family Support Network (OFSN) ED Division
July 1, 2017—June 30, 2018

EXPENSE	
PERSONNEL	
7223, 7225 Personnel Payroll	\$ 44,059.32
7253, 7255 Payroll Taxes	\$ 5,287.12
7243, 7245 Staff Benefits	\$ 8,740.66
TOTAL PERSONNEL:	\$ 58,087.09
MATERIALS & SERVICES	
7300 Benevolence Expense	\$ -
8113 Client Incentives (Flex Funds)	\$ -
COMMUNICATION	
8130 Cell Phone Usage (and jet packs)	\$ 925.00
8131 Telephone Land Lines	\$ -
8132 Internet Services (Journyx, CDI, Basecamp, Survey Monkey, Constant)	\$ -
8530 Dues & Subscriptions	\$ -
8265 Equipment and Furniture	\$ -
Computer Equip	\$ 800.00
Cell Phone Equip	\$ 160.00
Translation Equip	\$ -
Other	\$ -
8260 Equipment Lease - Copier	\$ -
7554 Family Advocate/Representative (stipend)	\$ -
8104 Office Supplies	\$ 600.00
8140 Postage & Shipping	\$ 80.00
8170 Printing & Photocopying	\$ 240.00
PROFESSIONAL SERVICES	
7520 Accounting and Payroll Fees	\$ -
7547 Background Checks	\$ -
7545 Computer Support (repair/software maintenance)	\$ 400.00
8102 Marketing / Advert / Public Rel.	\$ 200.00
7550 Repairs & Maintenance (equip and space)	\$ -
7560 Temporary Help / Contract Help (Target CW - non Youth A.L.)	\$ -
7553 Translation / Interpretation	\$ 256.00
7543 Youth Activity Leaders (Target CW)	\$ -
8112 Program Mileage & Parking	\$ 2,200.00
8111 Program Related Supports (FOOD, supports, crafts, movies, stipends)	\$ 1,000.00
8210 Rent, monthly office space	\$ -
8114 Space Rent for Contract Activities	\$ -
7546 Speaker Fee / Entertainment at OFSN Event	\$ -
TRAVEL (Travel for Conferences, Training, Program Supervision)	
8309 Conference Registration Fees	\$ 760.00
8311 Lodging	\$ 320.00
8312 Meals (out of town)	\$ 120.00
8313 Mileage/Parking (Conference or Training only)	\$ -
8310 Travel (air, car rental, bus)	\$ -
7755 Volunteer Appreciation	\$ -
TOTAL MATERIALS & SERVICES:	\$ 8,111.00
OTHER EXPENSES	
Overhead Cost Allocation Pool, 16.5%	\$ 10,922.69
TOTAL OTHER EXPENSES:	\$ 10,922.69
TOTAL EXPENSES	\$ 77,120.78

Oregon Family Support Network (OFSN) ED Division
July 1, 2016—June 30, 2017

EXPENSE	
PERSONNEL	
7223, 7225 Personnel Payroll	\$ 44,059.32
7253, 7255 Payroll Taxes	\$ 5,287.12
7243, 7245 Staff Benefits	\$ 8,740.66
TOTAL PERSONNEL:	\$ 58,087.09
MATERIALS & SERVICES	
7300 Benevolence Expense	\$ -
8113 Client Incentives (Flex Funds)	\$ -
COMMUNICATION	
8130 Cell Phone Usage (and jet packs)	\$ 925.00
8131 Telephone Land Lines	\$ -
8132 Internet Services (Journyx, CDI, Basecamp, Survey Monkey, Constant)	\$ -
8530 Dues & Subscriptions	\$ -
8265 Equipment and Furniture	\$ -
Computer Equip	\$ 800.00
Cell Phone Equip	\$ 160.00
Translation Equip	\$ -
Other	\$ -
8260 Equipment Lease - Copier	\$ -
7554 Family Advocate/Representative (stipend)	\$ -
8104 Office Supplies	\$ 600.00
8140 Postage & Shipping	\$ 80.00
8170 Printing & Photocopying	\$ 240.00
PROFESSIONAL SERVICES	
7520 Accounting and Payroll Fees	\$ -
7547 Background Checks	\$ -
7545 Computer Support (repair/software maintenance)	\$ 400.00
8102 Marketing / Advert / Public Rel.	\$ 200.00
7550 Repairs & Maintenance (equip and space)	\$ -
7560 Temporary Help / Contract Help (Target CW - non Youth A.L.)	\$ -
7553 Translation / Interpretation	\$ 256.00
7543 Youth Activity Leaders (Target CW)	\$ -
8112 Program Mileage & Parking	\$ 2,200.00
8111 Program Related Supports (FOOD, supports, crafts, movies, stipends)	\$ 1,000.00
8210 Rent, monthly office space	\$ -
8114 Space Rent for Contract Activities	\$ -
7546 Speaker Fee / Entertainment at OFSN Event	\$ -
TRAVEL (Travel for Conferences, Training, Program Supervision)	
8309 Conference Registration Fees	\$ 760.00
8311 Lodging	\$ 320.00
8312 Meals (out of town)	\$ 120.00
8313 Mileage/Parking (Conference or Training only)	\$ -
8310 Travel (air, car rental, bus)	\$ -
7755 Volunteer Appreciation	\$ -
TOTAL MATERIALS & SERVICES:	\$ 8,111.00
OTHER EXPENSES	
Overhead Cost Allocation Pool, 16.5%	\$ 10,922.69
TOTAL OTHER EXPENSES:	\$ 10,922.69
TOTAL EXPENSES	\$ 77,120.78

Oregon Family Support Network #7315

Professional, Technical, and Consultant Services Agreement – Amendment #05

Page 22 of 26

Oregon Family Support Network (OFSN) ED Diversion

July 1, 2015—June 30, 2016

EXPENSE		
PERSONNEL		
7223, 7225	Personnel Payroll	\$ 44,059.32
7253, 7255	Payroll Taxes	\$ 5,287.12
7243, 7245	Staff Benefits	\$ 8,740.66
TOTAL PERSONNEL:		\$ 58,087.09
MATERIALS & SERVICES		
7300	Benevolence Expense	\$ -
8113	Client Incentives (Flex Funds)	\$ -
COMMUNICATION		
8130	Cell Phone usage (and jet packs)	\$ 975.00
8131	Telephone land lines	\$ -
8132	Internet Services (Joumyx, CDL, Basecamp, Survey Monkey, Constant)	\$ -
8530	Dues & Subscriptions	\$ -
8265	Equipment and Furniture	\$ -
	Computer Equip	\$ 800.00
	Cell Phone Equip	\$ 160.00
	Translation Equip	\$ -
	Other	\$ -
8260	Equipment Lease- Copier	\$ -
7554	Family Advocate/Representative (stipend)	\$ -
8104	Office Supplies	\$ 600.00
8140	Postage & Shipping	\$ 80.00
8170	Printing & Photocopying	\$ 240.00
PROFESSIONAL SERVICES		
7520	Accounting and Payroll Fees	\$ -
7547	Background Checks	\$ -
7545	Computer Support (repair/software maintenance)	\$ 400.00
8102	Marketing / Advert / Public Rel.	\$ 200.00
7550	Repairs & Maintenance (equip and space)	\$ -
7560	Temporary Help / Contract Help (Target CW - non Youth A.L.)	\$ -
7553	Translation / Interpretation	\$ 256.00
7543	Youth Activity Leaders (Target CW)	\$ -
8112	Program Mileage & Parking	\$ 2,200.00
8111	Program Related Supports (FOOD, supports, crafts, movies, stipends)	\$ 1,000.00
8210	Rent, monthly office space	\$ -
8114	Space Rent for Contract Activities	\$ -
7546	Speaker Fee / Entertainment at OFSN Event	\$ -
TRAVEL (Travel for Conferences, Training, Program Supervision)		
8309	Conference Registration Fees	\$ 760.00
8311	Lodging	\$ 320.00
8312	Meals (out of town)	\$ 120.00
8313	Mileage/Parking (Conference or Training only)	\$ -
8310	Travel (air, car rental, bus)	\$ -
7755	Volunteer Appreciation	\$ -
TOTAL MATERIALS & SERVICES:		\$ 8,111.00
OTHER EXPENSES		
		\$ -
Overhead Cost Allocation Pool, 16.5%		\$ 10,922.69
TOTAL OTHER EXPENSES:		\$ 10,922.69
TOTAL EXPENSES		\$ 77,120.78

Oregon Family Support Network #7315

Professional, Technical, and Consultant Services Agreement – Amendment #05

Page 23 of 26

TO READ:

Oregon Family Support Network (OFSN) ED Diversion

July 1, 2018 - December 31, 2018

EXPENSE		
PERSONNEL		
7223, 7225	Personnel Payroll	\$ 22,029.66
7253, 7255	Payroll Taxes	\$ 2,643.56
7243, 7245	Staff Benefits	\$ 4,370.33
TOTAL PERSONNEL:		\$ 29,043.55
MATERIALS & SERVICES		
7300	Benevolence Expense	\$ -
8113	Client Incentives (<i>Flex Funds</i>)	\$ -
COMMUNICATION		
8130	Cell Phone usage (<i>and jet packs</i>)	\$ 487.50
8131	Telephone land lines	\$ -
8132	Internet Services (<i>Journyx, CDL, Basecamp, Survey Monkey, Constant</i>	\$ -
8530	Dues & Subscriptions	\$ -
8265	Equipment and Furniture	\$ -
	Computer Equip	\$ 400.00
	Cell Phone Equip	\$ 80.00
	Translation Equip	\$ -
	Other	\$ -
8260	Equipment Lease - Copier	\$ -
7554	Family Advocate/Representative (<i>stipend</i>)	\$ -
8104	Office Supplies	\$ 300.00
8140	Postage & Shipping	\$ 40.00
8170	Printing & Photocopying	\$ 120.00
PROFESSIONAL SERVICES		
7520	Accounting and Payroll Fees	\$ -
7547	Background Checks	\$ -
7545	Computer Support (<i>repair/software maintenance</i>)	\$ 200.00
8102	Marketing / Advert / Public Rel.	\$ 100.00
7550	Repairs & Maintenance (<i>equip and space</i>)	\$ -
7560	Temporary Help / Contract Help (<i>Target CW - non Youth A.L.</i>)	\$ -
7553	Translation / Interpretation	\$ 128.00
7543	Youth Activity Leaders (<i>Target CW</i>)	\$ -
8112	Program Mileage & Parking	\$ 1,100.00
8111	Program Related Supports (<i>FOOD, supports, crafts, movies, stipends</i>)	\$ 500.00
8210	Rent, monthly office space	\$ -
8114	Space Rent for Contract Activities	\$ -
7546	Speaker Fee / Entertainment at OFSN Event	\$ -
TRAVEL (<i>Travel for Conferences, Training, Program Supervision</i>)		
8309	Conference Registration Fees	\$ 380.00
8311	Lodging	\$ 160.00
8312	Meals (<i>out of town</i>)	\$ 60.00
8313	Mileage/Parking (<i>Conference or Training only</i>)	\$ -
8310	Travel (<i>air, car rental, bus</i>)	\$ -
7755	Volunteer Appreciation	\$ -
TOTAL MATERIALS & SERVICES:		\$ 4,055.50
OTHER EXPENSES		
	Overhead Cost Allocation Pool, 16.5%	\$ 5,461.34
TOTAL OTHER EXPENSES:		\$ 5,461.34
TOTAL EXPENSES		\$ 38,560.39

Oregon Family Support Network #7315

Professional, Technical, and Consultant Services Agreement – Amendment #05

Page 24 of 26

Oregon Family Support Network (OFSN) ED Diversion

Oregon Family Support Network (OFSN) ED Diversion

July 1, 2017—June 30, 2018

July 1, 2016—June 30, 2017

EXPENSE		EXPENSE	
PERSONNEL		PERSONNEL	
7223, 7225 Personnel Payroll	\$ 44,059.32	7223, 7225 Personnel Payroll	\$ 44,059.32
7253, 7255 Payroll Taxes	\$ 5,287.12	7253, 7255 Payroll Taxes	\$ 5,287.12
7243, 7245 Staff Benefits	\$ 8,740.66	7243, 7245 Staff Benefits	\$ 8,740.66
TOTAL PERSONNEL:	\$ 58,087.09	TOTAL PERSONNEL:	\$ 58,087.09
MATERIALS & SERVICES		MATERIALS & SERVICES	
7300 Benevolence Expense	\$ -	7300 Benevolence Expense	\$ -
8113 Client Incentives (Flex Funds)	\$ -	8113 Client Incentives (Flex Funds)	\$ -
COMMUNICATION		COMMUNICATION	
8130 Cell Phone usage (and jet packs)	\$ 975.00	8130 Cell Phone usage (and jet packs)	\$ 975.00
8131 Telephone land lines	\$ -	8131 Telephone land lines	\$ -
8132 Internet Services (iLibrary, CDL, Basecamp, Survey Monkey, Constant)	\$ -	8132 Internet Services (iLibrary, CDL, Basecamp, Survey Monkey, Constant)	\$ -
8530 Dues & Subscriptions	\$ -	8530 Dues & Subscriptions	\$ -
8265 Equipment and Furniture	\$ -	8265 Equipment and Furniture	\$ -
Computer Equip	\$ 800.00	Computer Equip	\$ 800.00
Cell Phone Equip	\$ 160.00	Cell Phone Equip	\$ 160.00
Translation Equip	\$ -	Translation Equip	\$ -
Other	\$ -	Other	\$ -
8260 Equipment Lease - Copier	\$ -	8260 Equipment Lease - Copier	\$ -
7554 Family Advocate/Representative (stipend)	\$ -	7554 Family Advocate/Representative (stipend)	\$ -
8104 Office Supplies	\$ 600.00	8104 Office Supplies	\$ 600.00
8140 Postage & Shipping	\$ 80.00	8140 Postage & Shipping	\$ 80.00
8170 Printing & Photocopying	\$ 240.00	8170 Printing & Photocopying	\$ 240.00
PROFESSIONAL SERVICES		PROFESSIONAL SERVICES	
7520 Accounting and Payroll Fees	\$ -	7520 Accounting and Payroll Fees	\$ -
7547 Background Checks	\$ -	7547 Background Checks	\$ -
7545 Computer Support (repair/software maintenance)	\$ 400.00	7545 Computer Support (repair/software maintenance)	\$ 400.00
8102 Marketing / Advert / Public Rel.	\$ 200.00	8102 Marketing / Advert / Public Rel.	\$ 200.00
7550 Repairs & Maintenance (equip and space)	\$ -	7550 Repairs & Maintenance (equip and space)	\$ -
7560 Temporary Help / Contract Help (Target CW - non Youth A.L.)	\$ -	7560 Temporary Help / Contract Help (Target CW - non Youth A.L.)	\$ -
7553 Translation / Interpretation	\$ 256.00	7553 Translation / Interpretation	\$ 256.00
7548 Youth Activity Leaders (Target CW)	\$ -	7548 Youth Activity Leaders (Target CW)	\$ -
8112 Program Mileage & Parking	\$ 2,200.00	8112 Program Mileage & Parking	\$ 2,200.00
8111 Program Related Supports (FOOD, supports, crafts, movies, stipends)	\$ 1,000.00	8111 Program Related Supports (FOOD, supports, crafts, movies, stipends)	\$ 1,000.00
8210 Rent, monthly office space	\$ -	8210 Rent, monthly office space	\$ -
8114 Space Rent for Contract Activities	\$ -	8114 Space Rent for Contract Activities	\$ -
7546 Speaker Fee / Entertainment at OFSN Event	\$ -	7546 Speaker Fee / Entertainment at OFSN Event	\$ -
TRAVEL (Travel for Conferences, Training, Program Supervision)		TRAVEL (Travel for Conferences, Training, Program Supervision)	
8309 Conference Registration Fees	\$ 760.00	8309 Conference Registration Fees	\$ 760.00
8311 Lodging	\$ 320.00	8311 Lodging	\$ 320.00
8312 Meals (out of town)	\$ 120.00	8312 Meals (out of town)	\$ 120.00
8313 Mileage/Parking (Conference or Training only)	\$ -	8313 Mileage/Parking (Conference or Training only)	\$ -
8310 Travel (air, car rental, bus)	\$ -	8310 Travel (air, car rental, bus)	\$ -
7755 Volunteer Appreciation	\$ -	7755 Volunteer Appreciation	\$ -
TOTAL MATERIALS & SERVICES:	\$ 8,111.00	TOTAL MATERIALS & SERVICES:	\$ 8,111.00
OTHER EXPENSES		OTHER EXPENSES	
Overhead Cost Allocation Pool, 16.5%	\$ 10,922.69	Overhead Cost Allocation Pool, 16.5%	\$ 10,922.69
TOTAL OTHER EXPENSES:	\$ 10,922.69	TOTAL OTHER EXPENSES:	\$ 10,922.69
TOTAL EXPENSES	\$ 77,120.78	TOTAL EXPENSES	\$ 77,120.78

Oregon Family Support Network #7315

Professional, Technical, and Consultant Services Agreement – Amendment #05

Oregon Family Support Network (OFSN) ED Diversion
July 1, 2015—June 30, 2016

EXPENSE		
PERSONNEL		
7223, 7225	Personnel Payroll	\$ 44,059.32
7253, 7255	Payroll Taxes	\$ 5,287.12
7243, 7245	Staff Benefits	\$ 8,740.66
TOTAL PERSONNEL:		\$ 58,087.09
MATERIALS & SERVICES		
7300	Benevolence Expense	\$ -
8113	Client Incentives (Flex Funds)	\$ -
COMMUNICATION		
8130	Cell Phone usage (and jet packs)	\$ 975.00
8131	Telephone land lines	\$ -
8132	Internet Services (Journyx, CDI, Basecamp, Survey Monkey, Constant)	\$ -
8530	Dues & Subscriptions	\$ -
8265	Equipment and Furniture	\$ -
	Computer Equip	\$ 800.00
	Cell Phone Equip	\$ 160.00
	Translation Equip	\$ -
	Other	\$ -
8260	Equipment Lease - Copier	\$ -
7554	Family Advocate/Representative (stipend)	\$ -
8104	Office Supplies	\$ 600.00
8140	Postage & Shipping	\$ 80.00
8170	Printing & Photocopying	\$ 240.00
PROFESSIONAL SERVICES		
7520	Accounting and Payroll Fees	\$ -
7547	Background Checks	\$ -
7545	Computer Support (repair/software maintenance)	\$ 400.00
8102	Marketing / Advert / Public Rel.	\$ 200.00
7550	Repairs & Maintenance (equip and space)	\$ -
7560	Temporary Help / Contract Help (Target CW - non Youth A.L.)	\$ -
7553	Translation / Interpretation	\$ 256.00
7543	Youth Activity Leaders (Target CW)	\$ -
8112	Program Mileage & Parking	\$ 2,200.00
8111	Program Related Supports (FOOD, supports, crafts, movies, stipends)	\$ 1,000.00
8210	Rent, monthly office space	\$ -
8114	Space Rent for Contract Activities	\$ -
7546	Speaker Fee / Entertainment at OFSN Event	\$ -
TRAVEL (Travel for Conferences, Training, Program Supervision)		
8309	Conference Registration Fees	\$ 760.00
8311	Lodging	\$ 320.00
8312	Meals (out of town)	\$ 120.00
8313	Mileage/Parking (Conference or Training only)	\$ -
8310	Travel (air, car rental, bus)	\$ -
7755	Volunteer Appreciation	\$ -
TOTAL MATERIALS & SERVICES:		\$ 8,111.00
OTHER EXPENSES		
	Overhead Cost Allocation Pool, 15.5%	\$ 10,922.69
TOTAL OTHER EXPENSES:		\$ 10,922.69
TOTAL EXPENSES		\$ 77,120.78

[Signature page follows]

Oregon Family Support Network #7315

Professional, Technical, and Consultant Services Agreement – Amendment #05

Page 26 of 26

SIGNATURE PAGE

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

OREGON FAMILY SUPPORT NETWORK

THE COUNTY OF CLACKAMAS

Sandy Bumpus 6/5/2018
Authorized Signature Date

Richard Swift Date
Health, Housing, and Human Services

Sandy Bumpus - Executive Director
Name / Title (Printed)

342496-80
Oregon Business Registry #

Domestic Nonprofit Organization / Oregon
Entity Type / State of Formation



DAN JOHNSON
DIRECTOR

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

June 14, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Trust Deed Securing an Obligation to Contribute
Funding to the Victory Rd. /Forsythe Rd. Intersection Realignment Project**

Purpose/Outcome	To approve and execute a trust deed with a property owner who has committed to fund a portion of the Victory Rd/Forsythe Rd. intersection realignment project.
Dollar Amount and Fiscal Impact	\$37,658.30 to be paid to the County on or prior to June 30, 2019
Funding Source	The remainder of the Victory Rd/Forsythe Rd. intersection realignment project will be paid through the Road Fund.
Duration	The obligation to make the contribution to the County matures on June 30, 2019.
Previous Board Action/Review	None
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Build a strong infrastructure
Contact Person	Nate Boderman, Assistant County Counsel, (503) 655-8364

The County has identified a safety issue created by the existing alignment of the intersection of Victory Road and Forsythe Road. Relocation and realignment of this intersection is necessary to remedy the safety issue. This realignment project has been identified by the County's Comprehensive Plan as Long Term Capital Improvement Project #3119 (the "Project").

Stone Creek Building & Development, Inc. ("Stone Creek") received approval to partition property generally located at 16453 S. Forsythe Rd., Oregon City, OR 97045. Stone Creek acknowledges that the Project is necessary to remedy the safety issue and agrees that the Project is a benefit to Stone Creek's proposed development. Stone Creek and the County acknowledge that partitioning could accommodate a realignment of Victory Road with dedication of right-of-way on the partition plat legally dividing the Property into three separate parcels. Accordingly, completion of the project was added as a condition of approval to the partition decision.

The Project requires, in part, the dedication of a 40-foot wide right-of-way for a new alignment for a

portion of Victory Road. The new alignment will intersect Forsythe Road approximately 300 feet westerly from the existing Forsythe Road/Victory Road intersection and reconnect with the existing Victory Road alignment approximately 250 feet northerly from the existing Forsythe Road/Victory Road intersection. This Project will permit minimum sight distance standards to be met or exceeded at the location of the newly realigned intersection. The Project will be managed by the County's Transportation Engineering and Construction Program which is responsible for the construction of the County's Capital Improvement projects.

In addition to a dedication of right-of-way, drainage easements and slope easements for the new alignment, Stone Creek has agreed to contribute \$50,000.00 towards the Project. Stone Creek and the County recognize that without the cooperation of Stone Creek to help address this existing safety issue, it is unlikely that Project would ever rise high enough on the County's priority list to be funded and constructed. Stone Creek has already incurred surveying costs and other costs associated with alteration of a septic system in the Project area that are directly related to the Project in the amount of \$12,341.70. The remaining \$37,658.30 will be paid to the County as a cash contribution towards the Project. To secure payment of this sum, the County proposes to record a trust deed on a portion of the partitioned property which contains the existing residence. Once Stone Creek makes final payment of the sum due, the County would release its lien on the property.

RECOMMENDATION

Staff respectfully recommends the Board approve the attached trust deed securing payment in the amount of \$37,658.30 to help fund a portion of the Victory Rd/Forsythe Rd. intersection realignment project and to record the agreement in the deed records of Clackamas County at no cost.

Sincerely,

Mike Bezner
Assistant Director of Transportation

Attachments:
Trust Deed
Victory Road/Forsythe Road Development Agreement

MAIL TAX STATEMENTS TO:
Stone Creek Building & Development, Inc.
10117 SE Sunnyside Road, #F502
Clackamas, OR 97015

AFTER RECORDING RETURN TO:
Clackamas County
Department of Transportation and Development
150 Beavercreek Rd. S.
Oregon City, OR 97045

GRANTOR'S ADDRESS:
10117 SE Sunnyside Road, #F502
Clackamas, OR 97015

TRUSTEE'S ADDRESS:
10151 SE Sunnyside Rd. #300
Clackamas, Oregon 97015

BENEFICIARY'S ADDRESS:
150 Beavercreek Rd. S.
Oregon City, OR 97045

TRUST DEED, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING

This Trust Deed is made on June 14, 2018 between *Stone Creek Building & Development, Inc.*, as "**Grantor**", *Chicago Title Insurance Company of Oregon* as "**Trustee**", and *Clackamas County*, as "**Beneficiary**."

1. Conveyance

For value received, Grantor hereby grants, bargains, sells and conveys to Trustee, in trust with power of sale, the Property in Clackamas County, Oregon, and more particularly described in *Exhibit "A,"* which is attached hereto and incorporated herein, together with all the appurtenances, tenements, hereditaments, fixtures, rents, issues, profits, water rights, easements, or privileges now or hereafter belonging to, derived from or in any way appertaining to the Property.

2. Obligations Secured

This Trust Deed is intended to secure the following:

- 2.1 Each agreement of Grantor contained herein;
- 2.2 The payment of a certain Note dated May 17, 2018, in the original amount of \$37,658.30 made by Grantor payable to Beneficiary, together with interest as provided in the Note, and any renewals, modifications, or extensions thereof. The due date for final payment on the Note and maturity date of this Trust Deed is on or before June 30, 2019.

3. Warranty of Title

At the time of execution and delivery of this Trust Deed, Grantor is the owner of the Property and any improvements thereon, Grantor has the right and authority to encumber the premises as provided in this Trust Deed, and the premises are free and clear of all liens and encumbrances, except those liens and encumbrances appearing of record. Grantor will defend Beneficiary's rights against any claim, demands, liens or encumbrances other than those listed above.

4. Use of Property

Grantor warrants and acknowledges that the Property is residential property.

5. Payment of Taxes and Utilities

Grantor shall pay when due all taxes and assessments imposed against the Property and all claims and demands arising from Grantor's use or occupancy of the Property. Upon payment of the real property taxes and assessments Grantor shall furnish to Beneficiary evidence of payment of such taxes and assessments. Grantor hereby authorizes the appropriate city or county official to deliver to Trustee and Beneficiary at any time a written statement of the taxes and assessments against the Trust Property.

6. Liens

Grantor shall not permit any lien prior or equal to Trustee's title to be imposed upon the Trust Property, except liens for taxes or assessments assessed but not yet due.

7. Grantor's Right to Contest

Grantor may withhold any payment of taxes, assessments, claims, or demands or may elect to contest any lien if Grantor is in good faith conducting appropriate proceedings to contest its obligation to pay and for as long as the Trustee's interest in the Property is not jeopardized. If the Property is subject to a lien which is not discharged within 30 days from the date that the notice claim of lien is filed, the Grantor shall deposit or cause to be deposited with Beneficiary cash, a sufficient corporate security bond or other security reasonably satisfactory to Beneficiary in an amount adequate to provide for discharge of the lien, plus any interest, costs, attorneys' fees, or other charges that could accrue as the result of foreclosure of sale. In any contest Grantor shall at Grantor's expense defend itself, Trustee and Beneficiary and shall satisfy any adverse judgment before enforcement against the Property.

8. Insurance

Grantor will keep the buildings and improvements now erected, or which may hereafter be erected on the Property insured under loss or damage by fire with all risks and extended coverage endorsements, written by a responsible insurance company or insurance company satisfactory to Beneficiary in an amount satisfactory to Beneficiary, with a standard mortgagee clause in favor of the

Beneficiary and the holder of any prior trust deed, mortgage or contract. Promptly after the signing of this Trust Deed, Grantor shall deliver to Beneficiary a certificate of insurance evidencing the coverage set forth in this Section. The certificate shall contain a stipulation that coverage will not be canceled or diminished without a minimum of thirty (30) days advance written notice to Beneficiary. Grantor shall also deliver to Beneficiary at least thirty (30) days prior to the expiration of any insurance policy required by this Section, a certificate showing the placement of a renewal or substitute policy of insurance.

WARNING UNDER ORS 746.201: Unless you (Grantor) provide us (Beneficiary) with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law or this Trust Deed.

9. Disposition of Insurance Proceeds

If the Property is damaged because of fire or other risk covered by insurance, Beneficiary shall apply the proceeds of the insurance against the cost of repair. Any amount not required for repair shall be paid to Beneficiary and applied against the payments last becoming due on the indebtedness secured hereby. If the insurance proceeds are insufficient for repair, Grantor shall pay the difference and shall provide evidence of Grantor's ability to finance the difference, prior to disposition of the proceeds. If damage to the improvements so extensive as to constitute total destruction, so that repair is not feasible, the insurance proceeds shall be paid to Beneficiary and applied against the payments last coming due on the indebtedness secured, and any excess over the balance thereof shall be paid to Grantor. Grantor hereby appoints Beneficiary agent to collect all amounts payable to Grantor under the policies. Amounts retained by Beneficiary, after the cost of collection, shall be applied to payment of the principal sum and interest thereon and other sums secured by this trust deed. The provisions of this Section are subject to the rights of the holder of any prior trust deed, mortgage, or contract of sale.

10. Hazardous Substances

Grantor shall cause the Property and all operations conducted thereon to comply with all environmental laws. There are no lead-based paints on the Property. Grantor represents and warrants that Grantor shall prevent any person or entity from releasing, leaking, storing, manufacturing or disposing of any hazardous substance into the ground water or on the subject Property. Should Grantor become aware of any hazardous substance or environmental problem with respect to the Property, Grantor shall immediately notify Beneficiary in writing. In such event, Grantor shall immediately take all actions necessary or advisable for the containment and cleanup of any hazardous substance and restoration of the Property and ground water in accordance with all environmental laws. In the event Grantor fails to

perform these obligations, Beneficiary may do so at Grantor's expense, and such expense shall be immediately due and payable and shall accrue interest at the rate in the Note secured hereby.

Grantor indemnifies and hold Beneficiary harmless from all claims penalties, fines, costs or liabilities relating in any way to any violation of environmental laws or the breach of the warranties contained in this Trust Deed, including but not limited to costs of investigation, cleanup, remedial or restoration work, fines and penalties and including all attorney and expert fees. These warranties and indemnities survive any foreclosure or delivery of any deed in lieu of foreclosure.

"Hazardous Substance" is used in this agreement in its broadest sense to include all hazardous, toxic or contaminating substances including petroleum products, radon, asbestos or similar materials which are now or in the future regulated by any environmental law.

"Environmental Law" shall be interpreted broadly to include any present or future local, municipal, state or federal law, order, rule or regulation relating to environmental protection and pollution control.

11. Condemnation

If the Trust Property, or any part thereof or interest therein, should be taken or damaged by reasons of any public improvement or condemnation proceeding, or if Grantor should receive any notice or other information regarding a condemnation proceeding or similar type of proceeding, Grantor shall immediately notify Beneficiary. Beneficiary shall be entitled to appear in and prosecute in its own name any such action or proceeding and Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. In the event all or any portion of the Property shall be taken by eminent domain, the Beneficiary, subject to the rights of the holder of any prior trust deed, mortgage or contract of sale, shall have the right to require that all or any portion of the monies payable as compensation for such taking, in excess of the amount required to pay reasonable costs and attorneys' fees incurred by the Grantor in such proceedings, shall be paid to the Beneficiary and applied by it first to any costs and expenses necessarily paid or incurred by the Beneficiary in such proceedings, and the balance shall be applied to the Note secured hereby against the payments last becoming due thereon. All such compensation, awards, damages, rights of action and proceeds awarded to Grantor are hereby assigned to Beneficiary and Grantor agrees to execute such further assignments of the condemnation proceeds as Beneficiary may require.

12. Use, Maintenance, and Alterations

Grantor shall maintain the Property in good condition and repair and promptly perform all repairs and maintenance necessary to preserve its value. Grantor shall not conduct or permit any nuisance on the Property nor commit or suffer any strip or waste thereof. Grantor shall not demolish or remove any improvements on the Property without the prior written consent of Beneficiary, but Grantor may make alternations which it deems necessary for the purpose of renting the Property. Grantor will permit Beneficiary and its agents to enter upon the Property at all reasonable times to inspect the Property. Grantor shall promptly comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals so long as Beneficiary's and Trustee's interest in the Property are not jeopardized.

13. Beneficiary's Right to Advance Funds

If Grantor fails to perform any obligation required of it under this Trust Deed, Beneficiary may, without notice, take any steps necessary to remedy such failure. Grantor shall reimburse Beneficiary for all amounts expended in so doing on demand with interest at a rate equal to ten percent (10%) per annum from the date of expenditure until repaid. The amounts so advanced with interest as stated above shall be secured by this Trust Deed. Such action by Beneficiary shall not constitute a waiver of a default or any of the right or remedy which Beneficiary may have on account of Grantor's default.

14. Assignment of Rents

As additional security, Grantor hereby assigns to Beneficiary all rents, royalties, and other payments, including payments on contracts of sale, arising from the Property and, if included in such rent, royalty or other payment, from any personal property located thereon. Until Grantor shall default in the payment of the Note secured hereby, Grantor shall have the right to collect all such rents, royalties and other payments earned prior to default as they become due. Upon default, the Beneficiary may at any time without notice, either in person or by agent and without regard to the adequacy of this security aforesaid Note, enter upon and take possession of said Property and sue for or otherwise collect the rents, royalties and other payments and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fees, upon the Note secured hereby.

15. Leases

Grantor shall furnish to Beneficiary notice of any default on its part under any lease affecting the Trust Property. Upon request of Beneficiary, and not more often than annually, Grantor will furnish to Beneficiary a certificate from each lessee of any portion of the Trust Property stating, if true, that the landlord (Grantor) is not in default under such lease, and that rental is current and has not been paid more than 60 days in advance. Grantor will furnish to Beneficiary, upon request, copies of leases covering any portion of the Trust Property entered into after the date hereof.

16. Security Agreement

This instrument shall constitute a security agreement with respect to any fixtures attached to the Property to secure all indebtedness and obligations secured by this trust deed and all future advances and all future indebtedness and obligations of Grantor to Beneficiary. This instrument shall also constitute a financing statement and shall be filed for recording in the real estate records of the county where the Trust Property is located.

17. Encumbrances

Grantor shall strictly perform all the terms and conditions of any prior mortgage, trust deed or contract of sale now or thereafter existing against the Property, and pay any amounts secured thereby when due. In the event that Grantor shall default under any prior mortgage, trust deed or contract of sale on the Property, Beneficiary may at its option make any payment or take any steps necessary to remedy such default. Grantor shall reimburse Beneficiary for all amounts expended in so doing on demand with interest at a rate equal to ten percent (10%) per annum from the date of expenditure until repaid. Such action by Beneficiary shall not constitute a waiver of any right arising to Beneficiary for Grantor's breach.

18. Events of Default

The following shall constitute events of default:

18.1 Non-Payment

Failure of Grantor to make any payment required by the Note or to make any payment for taxes, insurance premiums, or any other payment necessary to prevent filing of or discharging of any lien.

18.2 Breach of Other Covenant

Failure of Grantor to perform any obligation contained in this trust deed within thirty (30) days after notice from Beneficiary (or Beneficiary's representative) specifying the nature of the default or, if the default cannot be cured within thirty (30) days, failure within such time to commence and pursue with reasonable diligence curative action. No notice of default and opportunity to cure shall be required if during the preceding twelve (12) calendar months, Beneficiary has already sent a notice to Grantor concerning the default in performance of the same obligation.

18.3 Default on Prior Encumbrances

Default under any prior trust deed, mortgage or contract of sale.

18.4 Cross Default

The happening of an event of default under any other agreement or security instrument between Grantor and Beneficiary, including, but not limited to, the Victory Road/Forsythe Road Development Agreement, dated May 17, 2018 (the "*Development Agreement*").

18.5 Sale or Transfer of Possession

The sale or transfer of possession of the Property or any part thereof and in any manner by Grantor whether by deed, contract of sale, or similar agreement without the prior written consent of Beneficiary. Grantor acknowledges that the loan secured by this Trust Deed is personal to Grantor and that in making it Beneficiary has relied on Grantor's credit, Grantor's interest in the Trust Property and financial market condition at the time this loan is made.

18.6 Governmental Forfeiture

Any proceeding by a governmental body to declare a forfeiture or any act or occurrence on the Property supporting a forfeiture.

19. Remedies in Case of Default

In the event of default, Beneficiary or Trustee, as the case may be, may exercise any of the following rights and remedies, in addition to any other remedies which may be available at law, in equity, or otherwise:

19.1 Acceleration

Beneficiary may declare all sums secured by this Trust Deed, including all interest and prepayment penalties to be immediately due and payable.

19.2 Books and Records

Beneficiary may examine all books, records and contracts of Grantor pertaining to the Property and of any guarantors and make such memoranda thereof as may be desired.

19.3 Receiver

Beneficiary may have a receiver of the Trust Property appointed. Beneficiary shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Trust Property exceeds the amount of the indebtedness secured by this Trust Deed. Employment by Trustee or Beneficiary shall not disqualify a person from serving as a receiver. Grantor consents to the appointment of a receiver at Beneficiary's option.

19.4 Possession

Beneficiary may, either through a receiver or as a lender-in-possession, take possession of all or any part of the Trust Property, and Grantor shall peaceably surrender the same.

19.5 Rents and Revenues

Beneficiary may revoke Grantor's right to collect the rents and revenues from the Trust Property, and may, either itself or through a receiver, collect the same. To facilitate collection, Beneficiary may notify Grantor's tenants to pay rents directly to it. Beneficiary shall not be deemed to be in possession of the Trust Property solely by reason of exercise of the rights contained in this Section. If rents are collected by Beneficiary under this Section, Grantor hereby irrevocably designates Beneficiary as Grantor's attorney-in-fact to endorse instruments received in payment of rent, in respect of any part of the Trust Property, in the name of Grantor and to negotiate such instruments and collect the proceeds thereof.

19.6 Foreclosure

Beneficiary may obtain a decree foreclosing Grantor's interest in all or any part of the Trust Property.

19.7 Fixtures and Personal Property

With respect to any fixtures or personal property subject to a security interest in favor of Beneficiary, Beneficiary may exercise any and all of the rights and remedies of a secured party under the Uniform Commercial Code.

19.8 Abandon Security

Beneficiary may abandon any security afforded by this Trust Deed or any other security instrument by notifying Grantor of Beneficiary's election to do so.

19.9 Power of Sale

Beneficiary may direct Trustee, and Trustee shall be empowered, to foreclose the Trust Property by advertisement and exercise of the power of sale under applicable law.

19.10 Sale of Collateral; Bid at Public Sale

In exercising its rights and remedies, Beneficiary shall be free to sell all or any part of the collateral together or separately, or to sell certain portions of its collateral and refrain from selling other portions. Beneficiary shall be entitled to bid at any public sale of all or any portion of its collateral.

19.11 Cumulative Remedies

Election to pursue one remedy shall not exclude resort to any other remedy, and, unless the context otherwise requires, all remedies under this Trust Deed are cumulative and not exclusive. An election by Beneficiary to cure the default shall neither prejudice the right to declare a default nor constitute a waiver of the breached term or any of the remedies provided herein. No delay or omission in exercising any right or remedy shall impair that or any other right or remedy or shall be construed to be a waiver of the default.

20. Reserves

If Grantor has failed to perform its obligations under this Trust Deed, Beneficiary may require Grantor to maintain with Beneficiary reserves for payment of taxes, assessments, and insurance premiums. The reserve shall be created by monthly payments of a sum estimated by Beneficiary to be sufficient to produce, at least 15 days before due, an amount equal to the taxes, assessments, and insurance premiums. If 15 days before payment is due the reserve is insufficient, Grantor shall pay any deficiency to Beneficiary upon demand. The reserve shall be held by Beneficiary as a general deposit from Grantor and shall constitute a non-interest bearing debt from Beneficiary to Grantor which Beneficiary may satisfy by payment of the taxes and assessments. If Beneficiary is required by law to pay interest on these funds, they shall earn interest at the lowest permissible rate, and Beneficiary may impose any reasonable and lawful charge for holding and disbursing such funds. Nothing contained herein shall cause Beneficiary to be deemed a trustee of the reserve or to be obligated to pay any amounts in excess of the amount of funds deposited with Beneficiary.

21. Receiver

Upon taking possession of all or any part of the Property, Receiver or Trustee or Beneficiary or Beneficiary's representative may:

- 21.1 Use, operate, manage, control and conduct business on the Property and make expenditures for such purposes and for maintenance and improvements as in its judgment are necessary;
- 21.2 Collect all rents, revenues, income, issues and profits from the Property and apply such sums to the expenses of use, operation, management, maintenance and improvements.
- 21.3 At its option, complete any construction in progress on the Property, and in that connection, pay bills, borrow funds, employ contractors and make any changes in plans and specifications as it deems appropriate.

If the revenues produced by the Property are insufficient to pay expenses, including without limitation any disbursements made by Beneficiary or Trustee pursuant to this Section, a Receiver may borrow, or Beneficiary or Trustee may advance, such sums upon such terms as it deems necessary for the purposes stated in this Section, and repayment of such sum shall be secured by this Trust Deed. Amounts borrowed or advanced shall bear interest at the same rate as the Note secured hereby and shall be payable by Grantor to Beneficiary or Trustee on demand.

22. Application of Proceeds

All proceeds realized from the exercise of the rights and remedies under this Trust Deed shall be applied as follows:

- 22.1 To pay the costs of exercising such rights and remedies, including the costs of any sale, the costs and expenses of any Receiver, and any costs and expenses provided for in Section 19.
- 22.2 To pay all other amounts owed by Grantor, payment of which is secured by this Trust Deed; and
- 22.3 The surplus, if any, shall be paid to the clerk of the court in the case of a judicial foreclosure, or otherwise to the person or persons legally entitled thereto.

23. General Provisions

23.1 *Reconveyance Upon Payment*

Upon written request of Beneficiary stating that all sums secured hereby have been paid, surrender of this Trust Deed and the Note to Trustee for cancellation and retention and payment of its fees, Trustee shall reconvey, without warranty, the Trust Property then held hereunder. The recitals in any reconveyance executed under this Trust Deed of any matters of facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "*the person or persons legally entitled thereto.*"

23.2 *Substitute Trustee*

In the event of dissolution or resignation of the Trustee, Beneficiary may substitute one or more trustees to execute the trust hereby created, and the new trustee(s) shall have all of the powers and duties of prior trustees.

23.3 Trust Deed Binding on Successors and Assigns

This Trust Deed shall be binding on and inure to the benefit of the successors and assigns of Grantor, Trustee and Beneficiary.

23.4 Notice

Any notice under this Trust Deed shall be in writing. Any notice to be given or document to be delivered under this Trust Deed shall be effective when either delivered in person or deposited as registered or certified mail, postage prepaid, addressed to the party at the address first stated in this Trust Deed; provided that any notice pursuant to exercise of the Trustee's power of sale in the event of default shall be sufficient if such notice complies with all provisions of Oregon law applicable to exercise of such powers of sale. Any party may by notice to the others designate a different address.

23.5 Indemnity

Grantor shall hold Beneficiary and Trustee harmless from any and all loss and expense, including but not limited to attorneys' fees and court costs, in any suit, action or proceeding or any appeal therefrom brought against Trustee or Beneficiary by a third party resulting from or attributable to Beneficiary's ownership of the Note or Trustee's interest under this Trust Deed.

23.6 Expenses and Attorneys' Fees

In the event that Beneficiary or Trustee shall take any action, judicial, bankruptcy, or otherwise, to enforce the Note or any provision of this Trust Deed or if Beneficiary or Trustee shall be required to appear in any proceeding to protect and maintain the priority of Trustee's title to the Trust Property, Trustee or Beneficiary (or both) shall be entitled to recover from Grantor all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports and surveyors' reports, appraisers and other experts, the costs of environmental assessments and its attorneys' fees, whether incurred in a suit, arbitration or action or any appeals from a judgment or decree therein or petition for review, or in connection with nonjudicial action.

23.7 Governing Law and Venue

This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof. The parties hereby submit to jurisdiction in Clackamas County, Oregon and agree that any and all disputes arising out of or related to this Trust Deed shall be litigated exclusively in the Circuit Court for Clackamas County, Oregon and in no federal court or court of another county or state. Each party to this Trust Deed further agrees that pursuant to such litigation, the party and the party's officers, employees, and other agents shall appear, at that party's expense, for deposition in Clackamas County, Oregon.

23.8 Time of Essence

Time is of the essence of this Trust Deed.

23.9 Severability

If any provision of this Trust Deed shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of this Trust Deed, but this Trust Deed shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23.10 Entire Agreement

With the exception of the Development Agreement, this Trust Deed and the Note contain the entire agreement of the parties with respect to the matters covered, and no other previous agreement, statement or promise made by any party to this Trust Deed which is not contained in its terms or in the terms of the Note shall be binding or valid.

23.11 Debt Limitation

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

23.12 Party Relationship

No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

23.13 Counterparts

This Trust Deed may be executed in any number of counterparts and shall be binding on the parties notwithstanding that not all parties have signed the same counterpart. A faxed or scanned and emailed copy of an executed counterpart (with originals to the other party upon request) shall be binding on all parties.

23.14 Authority

Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.

23.15 Further Assurances

Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

23.16 Rule of Construction

Any rule of construction interpreting this instrument against its drafter shall be inapplicable.

IN WITNESS WHEREOF, Grantor has caused this Trust Deed to be executed as of the day first above written.

[Signatures and Acknowledgments on Following Page]

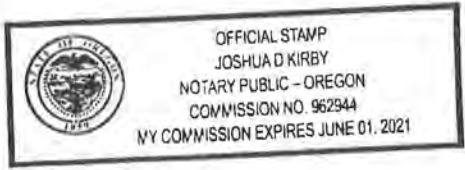
GRANTOR:

STONE CREEK BUILDING & DEVELOPMENT, INC

By: _____

Name: J. Mark Beirwagen

Title: President



STATE OF OREGON)
County of Clackamas) ss.

This instrument was acknowledged before me on this 18th day of May, 2018,
by J. Mark Beirwagen as President of Stone Creek Building & Development, Inc..

Joshua Kirby
NOTARY PUBLIC FOR OREGON
My Commission Expires: June 1, 2021

BENEFICIARY:

CLACKAMAS COUNTY

By: _____

Name:

Title: Chair of the Board of County Commissioners

STATE OF OREGON)
County of Clackamas) ss.

This instrument was acknowledged before me on this _____ day of _____, 2018,
by _____ as _____ of Clackamas County.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

Exhibit A

Legal Description

Parcel 3 of Partition Plat No. 2018-055, Clackamas County, Oregon

VICTORY ROAD/FORSYTHE ROAD DEVELOPMENT AGREEMENT

Grantor: Stone Creek Building & Development, Inc. Project: Victory Rd./Forsythe Rd. Intersection
Realignment

Address: 10117 SE Sunnyside Road, #F502
Clackamas, OR 97015

Date: May 17, 2018

Situs: 16453 S. Forsythe Rd., Oregon City, OR 97045

The County, its employees, contractors, and assigns (the "County") and the Grantor agree to the following terms:

Recitals:

- A. The County has identified a safety issue created by the existing alignment of the intersection of Victory Road and Forsythe Road. Relocation and realignment of this intersection is necessary to remedy the safety issue. This realignment project has been identified by the County as Long Term Capital Improvement Project #3119 (the "Project").
- B. Grantor is proposing to partition property, generally located at 16453 S. Forsythe Rd., Oregon City, OR 97045.
- C. Grantor acknowledges that the Project is necessary to remedy the safety issue and agrees that the Project is a benefit to Grantor's proposed development. Grantor and the County acknowledge that partitioning could accommodate a realignment of Victory Road with dedication of right-of-way on the partition plat legally dividing the Property into three separate parcels (the "Plat").
- D. The Project requires, in part, the dedication of a 40-foot wide right-of-way for a new alignment for a portion of Victory Road. The new alignment will intersect Forsythe Road approximately 300 feet westerly from the existing Forsythe Road/Victory Road intersection and reconnect with the existing Victory Road alignment approximately 250 feet northerly from the existing Forsythe Road/Victory Road intersection. This Project will permit minimum sight distance standards to be met or exceeded at the location of the newly realigned intersection.
- E. The Project will be managed by the County's Civil Engineering section which is responsible for the construction of the County's Capital Improvement projects. The County agrees to fund the majority of the costs associated with the Project.
- F. In addition to a dedication of right-of-way, drainage easements and slope easements for the new alignment, Grantor agrees to contribute \$50,000.00 towards the Project. Grantor and County acknowledge that without the cooperation of the Grantor to help address this existing safety issue, it is unlikely that Project would ever rise high enough on the County's priority list to be funded and constructed.
- G. Grantor and the County desire that after the new alignment is constructed and opened for use by the traveling public, a portion of the Victory Road right-of-way be vacated so that it is not available for vehicular use.

Agreement:

- I. Grantor shall pay to the County the sum of Fifty Thousand Dollars (\$50,000.00). The County acknowledges that the Grantor has incurred survey costs and septic alteration costs in the sum of \$12,341.70 which directly benefit the Project and which may be deducted from the sum stated above. Grantor has provided to the County receipts substantiating the amount stated above associated with the survey and septic alteration work. The remaining amount of \$37,658.30 must be paid to the County in cash or other readily available funds according to the terms of a promissory note, dated

- May 17, 2018 which represents an obligation of the Grantor for the benefit of the County.
2. Grantor shall execute a promissory note evidencing its obligation to repay the County the amount of \$37,658.30, as set forth above. Grantor shall also execute a trust deed, which will create a lien against Parcel 3 as identified on the Plat.
 3. Grantor shall dedicate on the Plat and to the public through the County a 40-foot wide right-of-way, as well as necessary storm drainage and slope easements. The right-of-way and easements to be dedicated shall be established in a location acceptable to County and generally consistent with Clackamas County land use decision – File No. Z0270-16-M.
 4. Grantor shall execute the temporary construction easement, of even date herewith, provided with this Agreement.
 5. County shall be responsible for constructing the Victory Rd./Forsythe Rd. Intersection Realignment Project described herein. The County shall provide preliminary design, final design, and construction of the realigned Victory Road. The County shall complete the Project by June 30, 2019. The County may request an extension to this completion deadline from the Grantor, which consent shall not be unreasonably withheld, conditioned or delayed by the Grantor, where circumstances out of the control of the County prevents timely completion. These circumstances include, but are not limited to, delays attributable to unsatisfactory bids, unforeseen site conditions and delays of the contractor which are not the direct responsibility of the County.
 6. As soon as reasonably practical after the final completion and opening of the newly constructed Victory Road, the County shall install a guardrail or other treatment for purposes of restricting access to the existing alignment of Victory Road in a location acceptable to the County and generally consistent with Clackamas County land use decision – File No. Z0270-16-M.
 7. Within 6 months after the final completion and opening of the newly constructed Victory Road, the County shall initiate the vacation of the existing alignment of Victory Road that is being replaced as part of the Project. Grantor acknowledges that existing utility easements shall continue to encumber any vacated portion of Victory Road that may be vacated. To the extent that Grantor maintains an interest in any land adjacent to, or affected by the portion of Victory Road proposed to be vacated, Grantor agrees to participate in and support the vacation proceedings as necessary. Grantor shall not be responsible for any costs associated with the application or County review of the vacation proposal.
 8. The County shall address a drainage issue associated with a cross-culvert under Forsythe Road near the existing residence. The County shall have the discretion to determine the most effective method to remedy the drainage issue consistent with Clackamas County land use decision -- File No. Z0270-16-M.
 9. The County shall construct driveway approaches off of the realigned Victory Road, in locations acceptable to the Grantor in a manner that is generally consistent with Clackamas County land use decision – File No. Z0270-16-M and the drawing attached as Exhibit A. The driveway approaches shall be in compliance with Roadway Standards Drawing D500. One driveway approach will replace the driveway approach to the existing house that falls within the boundaries of the Plat, and the County shall pave approximately 20 feet of the driveway from the connection to the realigned Victory Road. The other two driveway approaches are illustrated on the drawing attached as Exhibit A and connect the westerly side of the realigned Victory Road to the adjacent access drive that serves as the driveway approach to Forsythe Road for homes that are outside of the boundaries of the Plat. The County is only obligated to complete the two driveway approaches west of the realigned Victory Road where the Grantor secures easements that will allow the County to complete the work. The County shall not be responsible for any costs associated with acquisition of these easements.
 10. The Grantor shall construct the remainder of the driveway in accordance with Roadway Standards Drawing R100 providing a minimum 12-foot wide driveway centered in a minimum 20-foot wide clear zone.
 11. Any construction lying outside of the traveled portion and shoulders but within the right-of-way of the roadway which is made for the use and benefit of the remaining property, either under the terms of this Agreement or the construction plans, shall be completed in conformance with normal engineering construction practices and hereafter shall be maintained or reconstructed by the property

owner.

12. If any of the construction under the terms of this Agreement, or otherwise agreed to by the County and the Grantor, is outside of the roadway right-of-way or any temporary construction easement obtained for purposes of this Project, Grantor hereby grants the County permission to enter upon Grantor's remaining property for the purpose of performing any of said construction work.
13. The law of the State of Oregon shall govern the interpretation and enforcement of this Agreement without giving effect to the conflicts of law provision thereof.
14. The parties shall bear their own costs and attorney fees in the event an action is brought to enforce, modify or interpret the provisions of this Agreement.
15. No member, shareholder, director, officer, elected official, employee, affiliate, agent or representative of any of the parties shall be personally liable to the other party or any successor-in-interest thereto, in the event of any default or breach by either party or for any amount that may become due to either party or its successor, or any obligations under the terms of this Agreement.
16. Time is of the essence of this Agreement. All obligations of the County and the Grantor to each other shall be due at the time specified by the Agreement, or as the same may be extended by mutual agreement of the parties in writing.
17. If any clause, sentence or any other portion of the terms and conditions of this Agreement become illegal, null or void for any reason, or held by any court of competent jurisdiction to be so, the remaining portion will remain in full force and effect.
18. Neither anything in this Agreement or the documents delivered in connection herewith nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement.
19. Subject to the terms and conditions of this Agreement, by making this Agreement, the County is specifically not obligating itself, or any other agency with respect to any discretionary governmental action relating to the acquisition of the Property or development, operation and use of the improvements to be constructed on the Property, including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances, vacations or any other governmental agency approvals that are or may be required.
20. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all prior negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in a writing signed by the appropriate authorities of the County and the Grantor, and all amendments thereto must be in a writing signed by the appropriate authorities by the County and the Grantor.
21. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

As witnessed and agreed to by the following parties:

Grantor:

Stone Creek Building & Development, Inc.

J. Mark Beirwagen, President

5/18/18
Date

Clackamas County:

Project Manager

Date



Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment #4 to the Contract with OBEC Consulting Engineers, Inc. for
Consulting Engineering Services for the
Replacement of the Salmon River (Elk Park Road) Bridge**

Purpose/Outcomes	This amendment will provide enhanced construction inspection services during the construction phase of the replacement of the Salmon River (Elk Park Road) Bridge.
Dollar Amount and Fiscal Impact	The original contract value \$506,993.19, Amendment #1 (time extension) and Amendment #2 (A and B) added \$69,266.19 for total design services of \$576,259.38. Amendment #3 for construction services added \$127,733.35. Amendment #4 for providing enhanced construction inspection services for an additional \$145,025.38. Total Contract value \$849,018.11.
Funding Source	89.73% FHWA Surface Transportation Funds \$ 130,131.27 10.27% County Road Funds \$ 14,894.11
Duration	The contract term is from January 5, 2012 through December 31, 2020.
Previous Board Action	07/16/09: BCC Approval of Supplemental Project Agreement 25,214 for Salmon River (Elk Park Road) Bridge Project 12/10/10: BCC Approval of Right of Way Services for the Project 08/14/14: BCC Approval of Amendment No. 1 for Additional Funding for the Project 02/11/16: BCC Approval of Resolution No. 2014-77, Declaring the Necessity and Purpose for Acquisition of Rights of Way and Easements, and Authorizing Negotiations and Eminent Domain Actions for the subject project 07/13/17: BCC Approval of Amendment No. 2 for additional funding for the Project 02/22/18: BCC Approval of a Construction Contract with JAL Construction, Inc. for construction of the Salmon River (Elk Park Road) Bridge 02/22/18: BCC Approval of Amendment No. 3 for additional funding for the Project
Strategic Plan Alignment	This project will provide strong infrastructure and ensure safe communities by replacing a structurally deficient bridge on a collector roadway in Clackamas County.
Contact Person	Joel Howie, Civil Engineering Supervisor – DTD 503-742-4658

BACKGROUND:

As part of the Federal Highway Bridge Program (HBP), Clackamas County received funding for the replacement of the Salmon River (Elk Park Road) Bridge. The existing bridge was built in 1958 and is listed as structurally deficient with a load restriction of 27 tons. This project will replace the existing bridge with a single-span welded steel plate girder superstructure with a

cast-in-place concrete deck that meets current design standards. The project is funded by HBP funds (89.73 percent) matched with County Road Funds (10.27 percent).

The purpose of this Contract Amendment is to provide enhanced construction inspection services during the project's construction. The previous amendment with OBEC Consulting Engineers provided limited inspection services. DTD's Transportation Engineering and Construction Program has an unfilled construction inspector position and various upcoming construction projects requiring the remaining DTD Transportation Engineering and Construction Program inspection staff. The proposed contract amendment is for \$145,025.38.

This Amendment has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board approves and signs this amendment to the original consultant contract with OBEC Consulting Engineers, Inc. for consulting engineering services for the replacement of the Salmon River (Elk Park Road) Bridge Project.

Sincerely,

Joel Howie
Transportation Construction Manager

Placed on the BCC Agenda _____ by Procurement

AMENDMENT #4

TO THE CONTRACT DOCUMENTS WITH OBEC CONSULTING ENGINEERS, INC. FOR CONSULTING ENGINEERING SERVICES FOR THE REPLACEMENT OF THE SALMON RIVER (ELK PARK ROAD) BRIDGE

This Amendment #4 is entered into between **OBEC Consulting Engineers, Inc.** (“Contractor”) and Clackamas County, by and through its Department of Transportation and Development (“County”) and it shall become part of the Professional Services Contract entered into between the parties on January 5, 2012 (“Contract”).

The purpose of the Amendment #4 is to make the following changes to the Contract:

1. SECTION I. COMPENSATION:

The purpose of this Amendment is to add services for the Construction Contract Administration/Construction Engineering and Inspection (“CA/CEI”) phase of this project. Contractor will provide enhanced construction inspection services during the Construction phase of this project. The additional Scope of Work and fee schedule is attached as **Exhibit “D”** and hereby incorporated by reference. Additional Compensation is authorized in the amount of \$145,025.38 to provide these services. The total Contract value shall not exceed \$849,018.11.

Original contract:	\$ 506,993.19
Amendment #1	\$ Time Extension
Amendment #2 - Part A	\$ 59,276.19
Amendment #2 - Part B	\$ 9,990.00
Amendment #3	\$ 127,733.35 + Time Extension
<u>Amendment #4</u>	<u>\$ 145,025.38</u>
Total Contract Amount	\$ 849,018.11

There is no change in the Contract Expiration date of December 31, 2020.

SIGNATURE PAGE FOLLOWS

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #4.

OBEC Consulting Engineers, Inc.
920 County Club Rd., Suite 100B
Eugene OR 97401

Clackamas County:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

077184-14

Approved as to Form:

Oregon Business Registry #

DBC/OR

County Counsel

Date

Entity Type / State of Formation

EXHIBIT D
SCOPE OF WORK AND FEE SCHEDULE



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 14, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for Budgeting of
New Specific Purpose Revenue for Fiscal Year 2017-2018

Purpose/Outcome	Budget change for Clackamas County FY 2017-2018
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$1,408,689
Funding Source	Includes Federal and State Operating Revenue, Local Government and Other Agencies and Charge for Services
Duration	July 1, 2017-June 30, 2018
Previous Board Action/Review	Budget Adopted June 29, 2017 and amended August 10, October 12, November 8, 2017 and April 12, 2018
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

BACKGROUND:

Each fiscal year it is necessary to appropriate additional expenditures and allocate additional sources of revenue to more accurately meet the changing requirements of the operating departments of the County. The attached resolution reflects those changes that departments have requested which pursuant to O.R.S. 294.338, qualify as grants in trust for specific purposes in keeping with legally accurate budget.

The General Fund – Public and Government Affairs is recognizing Metro revenue and budgeting for the Willamette Locks project.

The Resolution Services Fund is recognizing additional services fee revenue and budgeting it for program costs.

The Disaster Management Fund is recognizing additional Emergency Management performance grant revenue and budgeting it for program costs, increasing contingency and also adjusting budget to better align with actual program costs.

The Sheriff's Fund is recognizing additional Oregon State Marine revenue and budgeting it for operating equipment costs.

The Children, Youth and Families Fund is recognizing additional services revenue and budgeting to better align program costs with actuals.

The Clackamas Health Centers Fund is recognizing additional federal and state grant revenue and services fee revenue and budgeting to add a full-time Assistant Primary Care Manager position and clinic program costs.

The effect of this Board Order is an increase in appropriations of \$1,408,689 including new revenues as detailed below:

Federal Operating Grant Revenue	\$ 315,540.
State Operating Grant Revenue	390,456.
Local Government and Other Agencies	60,000.
Charge for Services	<u>642,693.</u>
Total Recommended	<u>\$ 1,408,689.</u>

RECOMMENDATION:

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

Sincerely,

Diane Padilla
Budget Manager

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

In the Matter of Providing
Authorization to Appropriate Grants
for Specific Purposes within the Fiscal
Year 2017-18



Resolution Order No. _____

Page 1 of 1

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

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2017 through June 30, 2018, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents`

WHEREAS; the fund being adjusted is:

- . General Fund – Public and Government Affairs
- . Resolution Services Fund
- . Disaster Management County
- . Sheriff's Fund
- . Public Health Fund
- . Children, Youth and Families Fund
- . Clackamas Health Centers Fund;

It further appearing that it is in the best interest of the County to approve these grants entrusted for specific purpose of appropriations for the period of July 1, 2017 through June 30, 2018.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.338, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 14th day of June, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

NEW SPECIFIC PURPOSE REVENUE REQUESTS

Exhibit A

June 14, 2018

Recommended items by revenue source:

Federal Operating Grants	\$ 315,540
State Operating Grants	390,456
Local Government and Other Agencies	60,000
Charge for Services	642,693
Total Recommended	<u>\$ 1,408,689</u>

GENERAL FUND- PUBLIC AND GOVERNMENT AFFAIRS

Revenues:

Local Government and Other Agencies	\$ 60,000
Total Revenue	<u>\$ 60,000</u>

Expenses:

Public and Government Affairs	\$ 60,000
Total Expenditures	<u>\$ 60,000</u>

General Fund – Government Affairs is recognizing Metro revenue and budgeting for the Willamette Locks project.

RESOLUTION SERVICES FUND

Revenues:

Charge for Services	\$ 26,456
Total Revenue	<u>\$ 26,456</u>

Expenses:

General Government	\$ 26,456
Total Expenditures	<u>\$ 26,456</u>

Resolution Services Fund is recognizing additional services fee revenue and budgeting it for program costs.

DISASTER MANGEMENT FUND

Revenues:	
Federal Operating Grants	\$ 203,790
State Operating Grants	21,000
Total Revenue	<u>\$ 224,790</u>
Expenses:	
Public Protection	\$ 349,000
Not Allocated to Organizational Unit	
Special Payments	(240,000)
Contingency	\$ 115,790
Total Expenditures	<u>\$ 224,790</u>

Disaster Management Fund is recognizing additional Emergency Management performance grant revenue and budgeting it for program costs, increasing contingency and also adjusting budget to better align with actual program costs.

SHERIFF FUND

Revenues:	
Federal Operating Grants	\$ 48,000
Total Revenue	<u>\$ 48,000</u>
Expenses:	
Public Protection	\$ 48,000
Total Expenditures	<u>\$ 48,000</u>

Sheriff's Fund is recognizing additional Oregon State Marine revenue and budgeting it for operating equipment costs.

CHILDREN, YOUTH AND FAMILIES FUND

Revenues:	
Charge for Services	\$ 4,892
Total Revenue	<u>\$ 4,892</u>
Expenses:	
Health and Human Services	\$ 130,698
Not Allocated to Organizational Unit	
Special Payments	(125,806)
Total Expenditures	<u>\$ 4,892</u>

Children, Youth and Families Fund is recognizing additional services revenue and budgeting to better align program costs with actuals.

CLACKAMAS HEALTH CENTERS FUND

Revenues:

Federal Operating Grant	\$ 63,750
State Operating Grant	369,456
Charge for Services	611,345
Total Revenue	<u>\$ 1,044,551</u>

Expenses:

Health and Human Services	\$ 1,044,551
Total Expenditures	<u>\$ 1,044,551</u>

Clackamas Health Centers Fund is recognizing additional federal and state grant revenue and services fee revenue and budgeting to add a full-time Assistant Primary Care Manager position and clinic program costs.



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 14, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for
Transfer of Appropriations for Fiscal Year 2017-2018

Purpose/Outcome	Budget change FY 2017-2018
Dollar Amount and Fiscal Impact	No fiscal impact. Transfer of existing appropriations.
Funding Source	Includes Interfund Transfers
Duration	July 1, 2017-June 30, 2018
Previous Board Action/Review	Budget Adopted June 29, 2017 and amended on August 10, October 12, November 8, December 14, 2017 and April 12, 2018
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

BACKGROUND: Periodically during the fiscal year it is necessary to transfer appropriations to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The Sheriff's Fund is adjusting its budget to better reflect actual program costs.

The Telecommunications Services Fund is adjusting its budget to better reflect actual program costs.

The Technology Services Fund is adjusting its budget to better reflect actual programs costs.

The Fleet Management Fund is adjusting its budget to better account for services provided to the Sheriff's office.

RECOMMENDATION:

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

Sincerely,

Diane Padilla
Budget Manager

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

In the Matter of Providing
Authorization to Transfer
Appropriations within the Fiscal Year
2017-18



Resolution Order No. _____
Page 1 of 1

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

WHEREAS, transfer of appropriations for the period of July 1, 2017 through June 30, 2018, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . Sheriff's Fund
- . Telecommunications Services Fund
- . Technology Services Fund
- . Fleet Management Fund;

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2017 through June 30, 2018.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.463, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 14th day of June, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUEST
Exhibit A
June 14, 2018

SHERIFF FUND

Expenses:	
Public Protection	\$ (10,000)
Not Allocated to Organizational Unit	
Special Payments	10,000
Total Expenditures	<u>\$ -</u>

Sheriff's Fund is adjusting its budget to better reflect actual program costs.

TELECOMMUNICATIONS SERVICES FUND

Expenses:	
General Government	\$ -
Total Expenditures	<u>\$ -</u>

Telecommunications Services Fund is adjusting its budget to better reflect actual program costs.

TECHNOLOGY SERVICES FUND

Expenses:	
General Government	\$ -
Total Expenditures	<u>\$ -</u>

Technology Services Fund is adjusting its budget to better reflect actual programs costs.

FLEET MANAGEMENT FUND

Expenses:	
General Government	\$ -
Total Expenditures	<u>\$ -</u>

Fleet Management Fund is adjusting its budget to better account for services provided to the Sheriff's office.

DRAFT

Approval of Previous Business Meeting Minutes:

May 10, 2018

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, May 10, 2018 – 6:00 PM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Ken Humberston, Vice Chair
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader

EXCUSED: Commissioner Jim Bernard, Chair

CALL TO ORDER

■ Roll Call

Laurel Butman, Deputy County Administrator announced that Chair Jim Bernard is out of the office and Commissioners Humberston will serve as Chair for this meeting.

■ Pledge of Allegiance

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

1. Presentation – Drive to Zero Winners of the Posters and Coasters Safe Driving Media Contest
Joe Marek and Patty McMillian, Dept. of Transportation & Development presented the staff report including a PowerPoint presentation. Patty introduced the winners of the Poster contest.

~Board Discussion~

II. CITIZEN COMMUNICATION

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

1. John Lee, Boring – Candidate for HD Representative HD 39 – spoke about the need for evening meetings.
2. Rob Reynolds, Oregon City – Candidate for 5th Congressional District – spoke about the 2nd amendment.

III. PUBLIC HEARINGS

Chair Humberston announced the Board will recess as the Board of County Commissioners and convened as Service District No. 1 for the next item.

Service District No. 1

1. First Reading of **Ordinance No. 04-2018** Adopting an Amendment to the WES Partnership

Chris Story, Water Environment Services presented the staff report.

Chair Humberston opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Savas: I move we read the Ordinance by title only.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Humberston: Aye – the Ayes have it, the motion carries 4-0.

Chair Humberston asked the clerk to assign a number and read the Ordinance by title only.

He then announced the second reading will be at the Thursday, May 24, 2018 at the Board's regular scheduled Business Meeting at 10:00 AM.

Chair Humberston announced the Board will recess as Service District No. 1 and convene as the Tri-City Service District for the next item.

Tri-City Service District

2. First Reading of **Ordinance No. 05-2018** Adopting an Amendment to the WES Partnership

Chris Story, Water Environment Services presented the staff report.

Chair Humberston opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Savas: I move we read the Ordinance by title only.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Humberston: Aye – the Ayes have it, the motion carries 4-0.

Chair Humberston asked the clerk to assign a number and read the Ordinance by title only.

He then announced the second reading will be at the Thursday, May 24, 2018 at the Board's regular scheduled Business Meeting at 10:00 AM.

Chair Humberston announced the Board will recess as Tri-City Service District and convene as the Surface Water Management Agency of Clackamas County for the next item.

Surface Water Management Agency of Clackamas County

3. First Reading of **Ordinance No. 06-2018** Adopting an Amendment to the WES Partnership

Chris Story, Water Environment Services presented the staff report.

Chair Humberston opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Savas: I move we read the Ordinance by title only.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Humberston: Aye – the Ayes have it, the motion carries 4-0.

Chair Humberston asked the clerk to assign a number and read the Ordinance by title only.

He then announced the second reading will be at the Thursday, May 24, 2018 at the Board's regular scheduled Business Meeting at 10:00 AM.

Chair Humberston announced the Board will recess as Surface Water Management Agency of Clackamas County reconvene as the Board of County Commissioners for the remainder of the meetings.

IV. CONSENT AGENDA

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

MOTION:

Commissioner Schrader: I move we approve the consent agenda.

Commissioner Savas: Second.

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

all those in favor/opposed:

Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Humberston: Aye – the Ayes have it, the motion carries 4-0.

A. Department of Transportation & Development

1. Approval of a Contract with North Santiam paving Co. for the Feyer Park Paving Package - *Procurement*
2. Approval of an Intergovernmental Agreement with the City of Lake Oswego for Traffic Signal Maintenance and Transportation Engineering Services
3. Approval of Intergovernmental Agreement with the Oregon Department of Transportation for the Cooperative Signal Timing Operations on State Highways

B. Finance Department

1. Approval of a Contract with ABC Roofing for the Re-Roof Multiple Building Project – *Facilities Management*
2. Approval of a Brand Specification with APC/Schneider Electric for Technology Services Server Room Upgrade - *Procurement*

C. Elected Officials

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

D. County Counsel

1. Approval of an Intergovernmental Agreement with Multnomah County for Legal Advice on Construction-Related Matters

E. Technology Services

1. Approval to Enter into an Intergovernmental Agreement with the City of Sherwood for the Provisioning of Data Transport and Fiber Resources

V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of a Release and Settlement Agreement between North Clackamas Parks & Recreation District and Brandy Hibben/Toni Mikel
2. Approval of an Easement from North Clackamas Parks & Recreation District to Brandy Hibben of 13730 SE Arista Drive, Milwaukie
3. Approval of Amendment No. 3 to the Interagency Agreement between North Clackamas Parks & Recreation District and Health, Housing and Human Services, for Social Services Programs

VI. WATER ENVIRONMENT SERVICES

(Service District No. 1)

1. Approval of a Public Improvement Contract between Clackamas County Service District No. 1 and River City Environmental, Inc. for Digester Cleaning and Disposal Services - *Procurement*

2. Approval of a Public Improvement Contract between Water Environment Services and River City Environmental, Inc. for Digester Cleaning and Disposal Services - *Procurement*
3. **Resolution No. 2018-32** Approving the Transfer of Appropriations for Fiscal Year 2017-2018 for Clackamas County Service District No. 1

Chair Humberston stated there was a request by Commissioner Savas to have a discussion regarding a statement about tolling on I205.

Commissioner stated the need to have a consensus on an issue regarding Tolling on I205.

He stated this was discussed and approved at the last C-4 meeting.

MOTION:

Commissioner Savas: I move if I-205 is tolled, the revenues derived are preferred to go toward capacity on I-205.

Commissioner Schrader: Second.

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

all those in favor/opposed

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Humberston: Aye – the Ayes have it and the motion passes 4-0.

VII. COUNTY ADMINISTRATOR UPDATE

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

VIII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:17 AM



Laura Zentner, CPA

Director

BUSINESS AND COMMUNITY SERVICES

Development Services Building

150 Beavercreek Road, Oregon City, OR 97045

June 14, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a Grant from the Oregon State Marine Board for
Maintenance Assistance Program (MAP) Funding for Fiscal Year 2018-19

Purpose/Outcomes	Provides maintenance funding for Business and Community Services' (BCS) County Parks division's boat ramps and pumpout dump station.
Dollar Amount and Fiscal Impact	\$25,350 in funding support, with a minimum of \$10,140 in matching labor/expenditures
Funding Source	Oregon State Marine Board grant funds (\$24,000 in state funds and \$1,350 in federal Clean Vessel Act funds)
Duration	July 1, 2018 through June 30, 2019
Previous Action	None
Strategic Plan Alignment	1. Honor, Utilize, Promote and Invest in our Natural Resources 2. Enhance Park and Forest Health.
Contact Person	Rick Gruen, <i>County Parks & Forest Manager</i> , 503-742-4345

BACKGROUND:

The Oregon State Marine Board (OSMB) provides an annual allocation to Business and Community Services - County Parks Division in support of the improved boat ramp facilities at Barton, Carver and Hebb parks as well as the Boones Ferry Marina. State funds support staff labor, material expenditures, and vehicle costs related to maintenance of restrooms, grounds, boater parking lots, docks, and boat ramps. Federal funds are used to support the labor and materials to maintain the boat waste pumpout and dump station at the Boones Ferry Marina ramp.

The allocation to County Parks for FY 18/19 is \$25,350 with a 40 percent required match, equaling \$10,140. The Allocation Certification Agreement, attached, details the breakdown of funds by site and notes the amount awarded by feature. The revenue and expenses associated with the MAP grant were approved in the FY 2018-19 Budget. The Grant Application Lifecycle Form was submitted to County Administrator, Don Krupp and signed on May 23, 2018.

RECOMMENDATION:

Staff recommends the Board approve this Grant Application for the OSMB Maintenance Assistance Program and authorizes the BCS Director or delegate to execute all documents necessary to effectuate the same.

ATTACHMENTS:

1. Allocation Certification Agreement Maintenance Assistance Program (MAP) 2018-19
2. Approved Grant Application Lifecycle Form

Respectfully submitted,

Laura Zentner, Director

**CLACKAMAS COUNTY
ALLOCATION CERTIFICATION AGREEMENT
MAINTENANCE ASSISTANCE PROGRAM (MAP) FY19**

This Maintenance Assistance Program (MAP) Allocation Certification Agreement is entered into by and between the State of Oregon, acting by and through the Oregon State Marine Board, hereinafter called "OSMB" and Clackamas County, hereinafter called the "Recipient." In accordance with OAR 250-14-004, the parties agree to the following:

- I. The Recipient certifies that:
 - A. A budget has been adopted that includes the MAP allocation amount of \$24,000.00 state funds and \$1,350.00 federal Clean Vessel Act (CVA) funds for the fiscal year period of July 1, 2018, to June 30, 2019; and
 - B. The following Site Inventory lists facilities and site elements maintained by the Recipient; and

Site Inventory

Site Name: Barton Park		Use Fee: \$2.00			Fee Reduction: 0%	
Funding Source: MAP		Size /	Points	Seasons	Months	Seasonal
Feature	Quantity	Possible	of Use*	of Use	Point Value	Fee Adjusted
Vault Toilet		10	PSO	12	\$1,000.00	\$1,000.00
Portable Toilet		8	P	3	\$400.00	\$400.00
Additional Toilet Stall(s)	1	4	P	3	\$200.00	\$200.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Single Car Parking Stalls	28	0			\$0.00	\$0.00
Boat Trailer Stalls	31	12	PSO	12	\$1,200.00	\$1,200.00
Hard Surface Ramp, 1 Lane		6	PSO	12	\$600.00	\$600.00
Travel		3			\$300.00	\$300.00

MAP Allocation for 9 site elements at Barton Park Allocation Subtotal: \$4,900.00
Fee Adjustment: \$0.00
MAP Grant: \$4,900.00

*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season

Site Name: Boones Ferry Ramp		Use Fee: \$2.00			Fee Reduction: 0%	
Funding Source: MAP						
Feature	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Portable Toilet		8	PSO	12	\$800.00	\$800.00
Additional Toilet Stall(s)	1	4	PSO	12	\$400.00	\$400.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Single Car Parking Stalls	27	0			\$0.00	\$0.00
Boat Trailer Stalls	91	24	PSO	12	\$2,400.00	\$2,400.00
Hard Surface Ramp, 2 Lanes		10	PSO	12	\$1,000.00	\$1,000.00
Cantilever Ramp Inspection		10	PSO	12	\$1,000.00	\$1,000.00
Boarding Dock, total linear feet	120	3	PSO	12	\$300.00	\$300.00
Log Debris Boom		2			\$200.00	\$200.00
Travel		3			\$300.00	\$300.00

MAP Allocation for 11 site elements at Boones Ferry Ramp Allocation Subtotal: \$7,600.00

Fee Adjustment: \$0.00

*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season

MAP Grant: \$7,600.00

Site Name: Boones Ferry Ramp Pump/Dump		Use Fee: \$0.00			Fee Reduction: 0%	
Funding Source: CVA Inland						
Feature	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Pumpout/Dump Station		12	PS	6	\$900.00	\$900.00
Holding Tank		6	PS	6	\$450.00	\$450.00

CVA Inland Allocation for 2 site elements at Boones Ferry Ramp Pump/Dump Allocation Subtotal: \$1,350.00

Fee Adjustment: \$0.00

*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season

MAP Grant: \$1,350.00

Site Name: Carver Ramp		Use Fee: \$2.00			Fee Reduction: 0%	
Funding Source: MAP						
Feature	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Flush Restroom		12	PSO	12	\$1,200.00	\$1,200.00
Portable Toilet		8	P	3	\$400.00	\$400.00
Additional Toilet Stall(s)	1	4	PSO	12	\$400.00	\$400.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Single Car Parking Stalls	32	0			\$0.00	\$0.00
Boat Trailer Stalls	61	18	PSO	12	\$1,800.00	\$1,800.00
Hard Surface Ramp, 1 Lane		6	PSO	12	\$600.00	\$600.00
Travel		3			\$300.00	\$300.00

MAP Allocation for 9 site elements at Carver Ramp Allocation Subtotal: \$5,900.00

Fee Adjustment: \$0.00

*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season

MAP Grant: \$5,900.00

Site Name: Hebb Park Ramp		Use Fee: \$2.00		Fee Reduction: 0%		
Funding Source: MAP		Size /	Points	Seasons	Months	Seasonal
Feature	Quantity	Possible	of Use*	of Use	Point Value	Fee Adjusted
Flush Restroom		12	PSO	12	\$1,200.00	\$1,200.00
Additional Toilet Stall(s)	1	4	PSO	12	\$400.00	\$400.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Single Car Parking Stalls	16	0			\$0.00	\$0.00
Boat Trailer Stalls	37	12	PSO	12	\$1,200.00	\$1,200.00
Hard Surface Ramp, 1 Lane		6	PSO	12	\$600.00	\$600.00
Boarding Dock, total linear feet	240	7	PSO	12	\$700.00	\$700.00
Travel		3			\$300.00	\$300.00
MAP Allocation for 9 site elements at Hebb Park Ramp					Allocation Subtotal:	\$5,600.00
					Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$5,600.00
Total Grant for Clackamas County (5 sites)					Total Allocation:	\$25,350.00

- C. MAP and CVA funds will be spent only to maintain improved marine facilities identified in the Site Inventory in accordance with MAP procedures and policies; and
- D. During the season of use identified on the Site Inventory the facilities will be open and maintained for public use; and
- E. The amount of any user fee, identified on the Site Inventory, that is presently charged or will be charged during the fiscal year, includes the highest of any entrance, day use, launch ramp, parking, transient moorage, or other fees paid, excluding annual passes or donations, and no fee will be charged for any vessel waste disposal system or floating restroom; and
- F. OSMB will have access to all eligible boating facilities and maintenance expenditure and performance records upon request and the Recipient will cooperate during any audit; and
- G. MAP funds will not exceed sixty-percent of the overall maintenance cost of eligible boating facilities; and
- H. Matching funds do not include any cash or in-kind activities expended on campgrounds, marinas, fuel stations, trails, picnic shelters, swim areas, or other large day-use components. The percentage of shared use has been documented for areas such as restrooms and parking that serve eligible marine facilities and other park uses; and
- I. MAP funds are principally targeted for labor, supplies, or contract services that will be expended at the eligible marine facilities. Expenditures for program administration, supervision, or other general service assessments will be limited to a maximum of fifteen-percent; and
- J. MAP funds will not be expended for capital construction projects or used as match to other grants.
- K. The Recipient does not * have a federally approved indirect rate. If applicable, a copy of the letter from the Federal Agency approving the indirect rate will be provided to OSMB before MAP funds are paid. (* Enter 'does' or 'does not' as appropriate.)
- L. The Recipient does * receive \$750,000 or more in federal funding from all sources in a fiscal year requiring submission of a Single Audit report.

II. The Recipient agrees:

- A. To provide a minimum of \$16,000.00 matching resources for state MAP funds and \$450.00 matching resources for federal CVA grant funds.
- B. That the MAP Program is designed to supplement funds expended at eligible marine facilities and the intent is to assist in improving the quality of maintenance at the facilities identified on the Site Inventory.
- C. To immediately notify OSMB of any changes in operation or maintenance practices, fees, season of use, or public access. The Recipient agrees to reimburse OSMB any MAP funds deemed an overpayment as a result of such changes.
- D. To reimburse OSMB any excess MAP funds not expended within the fiscal year that exceed the ten-percent maximum carry forward amount.
- E. To provide at the end of the fiscal year an expenditure report for maintenance and operations outlining labor, supplies, materials, and services for all facilities identified on the Site Inventory and a performance report for any vessel waste collection systems and/or floating restroom.

II. OSMB certifies that:

- A. It is authorized by ORS 830.150(2)(a) to provide MAP funds for annual maintenance of improved boating facilities and is further authorized under CFR 50 Part 85 to provide federal Clean Vessel Act funds from the U.S. Fish and Wildlife Service for maintenance of vessel waste collection facilities and floating restrooms.
- B. It has sufficient MAP funds available within its current biennial budget and has authorized expenditure of MAP funds to the Recipient for the eligible marine facilities identified on the Site Inventory.

The Recipient, by the signature of its authorized representative below, hereby acknowledges that it has read the agreement, understands it, and agrees to be bound by its terms and conditions.

OSMB: State of Oregon, acting by and through its Oregon State Marine Board

By: _____
(Signature)

By: Larry Warren
(Printed Name)

By: Director
(Title)

By: _____
(Date)

RECIPIENT:
Clackamas County

By: _____
(Signature)

By: _____
(Printed Name)

By: _____
(Title)

By: _____
(Date)

File: 131

DUNS: 096992656
(D-U-N-S Registration number)

If you do not have a D-U-N-S number, you will need to request it at <http://fedgov.dnb.com/webform>.

Grant Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department: BCS-County Parks & Forest Grant Renewal? Yes No

Name of Funding Opportunity: OR State Marine Board Maintenance Assistance Program (MAP) 20118-19

Funding Source: Federal State Local: _____

Requestor Information (Name of staff person initiating form): Christina Dannenbring

Requestor Contact Information: 503-742-4663

Department Fiscal Representative: _____

Program Name or Number (please specify): County Parks

Brief Description of Project:

The Oregon State Marine Board provides annual funding to Clackamas County Parks, without an application process, in support of the improved boat ramp facilities at Barton Park, Carver Park, Boones Ferry Marina, and Hebb Park. State funds are used to support labor, material, contracted services, and vehicle costs to maintain restrooms, grounds, boater parking lots, docks, and boat ramps. Federal funds are used to support the labor and materials, and contracted services to maintain the boat waste pumpout station at the Boones Ferry Marina ramp. The allocation calculated by OSMB for FY 18/19 is \$25,350 in allocated funds from the State Marine Gas Tax program, with a minimum 40% County Parks match (\$10,140).

Name of Funding (Granting) Agency: Oregon State Marine Board

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

Douglas Baer, Environmental Grant Coordinator, (503) 378-8587 www.oregon.gov/OSMB/forms.../FacilitiesFAQMAP.pdf

OR

Application Packet Attached: Yes No N/A

Application for funding is NOT required. This is a voluntary program (see attached OSMB letter).

Completed By: Christina Dannenbring Date: 5/22/2018

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

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

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: _____

Announcement Date: N/A Announcement/Opportunity #: N/A

Grant Category/Title: Maintenance Assistance Program (MAP) Max Award Value: \$25,350

Allows Indirect/Rate: No Match Requirement: \$10,140

Application Deadline: Application not required Other Deadlines: _____

Grant Start Date: 7/1/2018 Other Deadline Description: _____

Grant End Date: 6/30/2019

Completed By: _____

Pre-Application Meeting Schedule: N/A

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

Mission/Purpose:

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

These funds help to provide safe public spaces where residents, and visitors can thrive and prosper in healthy vibrant communities.

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

The grant helps provide funding for maintenance and upkeep of restrooms, ramps, grounds, boater parking lots, and docks so Clackamas County Parks can provide clean and safe boating facilities.

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

None

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

State funds provided are used for labor, material, contracted services, and vehicle expenses to maintain restrooms, grounds, ramps, boater parking lots, and docks. Federal funds provide for labor, materials contracted services, and vehicle expenses to maintain a boat waste pumpout station located at the Boones Ferry ramp. County Parks staff will perform the duties and therefore meet the requirements of the grant funds.

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

This is on-going funding provided by the Oregon State Marine Board under their Maintenance Assistance Program. County Parks has received this funding support for boat ramp facilities within our parks since the program was started. There is no application process involved in this funding. We participate voluntarily in the program to leverage funding for our boat ramp facilities.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required?

If no, can staff be hired within the grant timeframe?

Yes, current FTE and PTE staff are used to perform the work throughout the grant period. Contracted labor is hired under limited circumstances where staff cannot perform the repair or maintenance task.

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

No

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

N/A

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

N/A

Collaboration

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

None

Reporting Requirements

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

County Parks Administrative Analyst tracks labor, contracted services, and material costs for each facility throughout the fiscal year. Costs are reported to the OR State Marine Board in August/September each year.

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

Peoplesoft Financial System is used to track materials & services costs. The WorkForce labor system is used to track labor costs with program codes that identify each boating facility, and with the use of a project codes specific to these grant funds. Annual costs to maintain boating facilities within County Parks far exceeds the match requirement of this grant. FY 16/17 matching funds were \$113,742

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

A one page annual report is submitted to the OR State Marine Board in August/September each year, that includes supporting documentation for labor, and materials & services. Funding is provided in advance each year, but allocations are withheld until annual reporting requirements for prior year funding is met.

Fiscal

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

Yes, annual administration of these grant funds is under \$4,000.

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

Matching funds for this grant come from revenue generated by parking fees at our improved boat ramp facilities. This revenue is budgeted in the FY 18/19 County Parks budget and totals \$

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

Matching funds for this grant come from revenue generated by parking fees. This revenue is budgeted in the FY 18/19 County Parks budget and totals \$317,034

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

Funding is continuous.

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

No.

Program Approval:


Christina Dannenbring
Name (Typed/Printed)

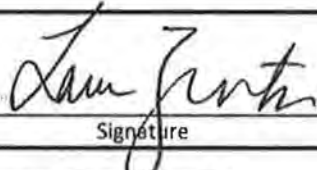
5-22-18
Date

Christina Dannenbring
Signature

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

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Rick Gruen	5-22-18	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Laura Zentner	5/22/18	
Name (Typed/Printed)	Date	Signature

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT, BY EMAIL OR BY COURIER, TO FINANCE. ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration (required for all grant applications)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input checked="" type="checkbox"/>	Denied: <input type="checkbox"/>
	5/23/2018	
Name (Typed/Printed)	Date	Signature

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

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



Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Contract with Oregon Publication Corp., dba Pamplin Media Group
for Publication Printing Services for the ClackCo Quarterly

Purpose/Outcome	To obtain quality printing services for the ClackCo Quarterly newsletter.
Dollar Amount and Fiscal Impact	<p>Publication costs:</p> <ul style="list-style-type: none"> • Quarterly cost is \$21,762.00. • Annual cost is \$87,048.00. • Total Contract Value is \$435,240.00 for the full five (5) year contract term. <p>Bulk mailing costs:</p> <ul style="list-style-type: none"> • Quarterly costs are estimated to be \$30,000.00. • Annual costs are estimated to be \$120,000.00. • Total bulk mailing costs are estimated to be \$600,000.00 over the contract term. <p>Total publication and estimated bulk mailing costs are \$1,035,240.00 for the full five (5) year contract term.</p>
Funding Source	100-0152-00-432400
Duration	Five (5) years through June 30, 2023
Previous Board Action/Review	None
Strategic Plan Alignment	Building public trust through good government.
Contact Person	Gary Schmidt, Public and Government Affairs, 503-742-5908
Contract No.	N/A

BACKGROUND:

The mission of the Department of Public and Government Affairs (PGA) is to provide public engagement, intergovernmental and legislative relations, and consultation and communication services to the public, Board of County Commissioners, and all County Departments so they can build connection and trust between the people and their government.



CLACKAMAS COUNTY
GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this "Contract") is entered into between Oregon Publication Corp., dba Pamplin Media Group ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") for the purposes of providing publication printing services for the ClackCo Quarterly.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until June 30, 2023. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work as described in RFP #2018-25 Publication Printing Services, attached and hereby incorporated by reference as Attachment "A." This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Attachment "A", and the Contractor's Proposal attached and hereby incorporated by reference as Attachment "B." Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County's Representative for this contract is: Amy Kyle, 2051 Kaen Road, Oregon City, Oregon 97045, akyle@clackamas.us, (503) 742-5973.

III. COMPENSATION

1. PAYMENT. The County agrees to compensate the Contractor on a fixed fee basis as outlined in the below fee schedule in this Contract. The maximum annual compensation authorized under this Contract shall not exceed \$207,048.00 and the total Contract compensation shall not exceed \$1,035,240.00.

Table with 4 columns: Expense, Cost per publication (4/Year), Total Annual Amount, Total Contract Value over five (5) years. Rows include Publication Costs, Bulk Mailing Fees*, and Totals.

*Bulk mailing fees are an estimated expense and may be subject to change. Should the bulk mailing fees exceed the above listed amount, this contract will need to be amended to reflect the increased pricing.

2. TRAVEL EXPENSE REIMBURSEMENT. Authorized: [] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.

3. INVOICES. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Attachment A) and will be

paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at: Public and Government Affairs Department, 2051 Kaen Road, Oregon City, Oregon 97045, (503) 655-8751. Submit electronic invoices to canderson3@clackamas.us, (503) 655-8422.

IV. CONTRACT PROVISIONS

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor’s surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor’s employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee’s wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. HAZARD COMMUNICATION. Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

To the extent permitted by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), the County shall indemnify, defend and hold harmless Contractor, and their officers directors, managers, shareholders, members, and employees from and against any and all losses resulting from, arising out of or related to any third party claims that the Work infringe or violate any intellectual property rights of any third party. If County believes at any time that the Work infringe a third party's intellectual property rights, County may: (i) upon receipt of Contractor's prior written consent, which Contractor will not unreasonably withhold, replace an infringing item with a non-infringing item; or (ii) obtain for Contractor the right to continue to use the infringing item; or (iii) modify the infringing item to non-infringing.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

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

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

C. Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required

of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. Service Warranty. Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and County's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to

provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

16. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may

be terminated at any time by mutual consent of the parties, or by either party for convenience upon thirty (30) days' written notice to the other party; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

22. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or

eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

26. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Pamplin Media Group
 6605 SE Lake Road
 Portland, Oregon 97222

Clackamas County

 Authorized Signature Date

 Jim Bernard, Chair Date

 Mark Garber, President
 Name / Title (Printed)

 Recording Secretary Date

 Oregon Business Registry #

Approved as to Form:

 Entity Type / State of Formation

 County Counsel Date

ATTACHMENT A
[SCOPE OF WORK, RFP, RFQ

ATTACHMENT B
[CONTRACTOR'S QUOTE, PROPOSAL]

One of the ways we accomplish this mission is through the publication of the ClackCo Quarterly newsletter, formerly Citizen News. This publication offers a well-rounded wealth of information to keep the public informed about what is happening in their communities. It is an invaluable communication tool between the County and the public. In the 2018 Clackamas County Community Survey, 61% of respondents wanted to continue receiving a mailed copy of the ClackCo Quarterly. This demonstrates the continuing support and need of publishing a printed county newsletter. In an effort to continue offering the ClackCo Quarterly, PGA sent the printing services out for competitive solicitation to ensure the best pricing and quality would continue.

On February 28, 2018, a Request for Proposals for Publication Printing Services was issued and two (2) proposals were received. The evaluation committee comprised of representatives from PGA and County Administration evaluated the proposals. Upon conclusion of the evaluation Oregon Publication Corp., dba Pamplin Media Group was determined to be the best proposer to meet the needs of PGA and ClackCo Quarterly.

This Contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board approve the Contract with Oregon Publication Corp., dba Pamplin Media Group for the publication of the ClackCo Quarterly and delegate authority to the Public and Government Affairs Director to sign all documents necessary in the ongoing performance of this contract.

Respectfully submitted,

s/Gary Schmidt

Gary Schmidt, Director
Public and Government Affairs

Placed on the Board Agenda on _____ by the Procurement Division.



June 14, 2018

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

Members of the Board:

Approval of a Resolution for North Clackamas Parks & Recreation District for
Transfer of Appropriations for Fiscal Year 2017-2018

Purpose/Outcome	Approval of a resolution for a transfer of appropriations for North Clackamas Parks & Recreation District FY 2017-2018.
Dollar Amount and fiscal impact	No fiscal impact. Transfer of existing appropriations between categories.
Funding Source	N/A
Duration	July 1, 2017 through June 30, 2018
Previous Board Action/Review	<ul style="list-style-type: none"> • Original Adopted Budget June 29, 2017. • Supplemental Budget December 21, 2017.
Strategic Plan Alignment	Build public trust through good government.
Contact Person	Elizabeth Gomez, <i>NCPRD Financial Operations Manager</i> , 503-742-4352

BACKGROUND:

Periodically during the fiscal year, it is necessary to transfer appropriations between the major categories (Administration, Parks Maintenance, Recreation, Sports, Milwaukie Center, Aquatic Park, Marketing and Communications, Planning, Natural Resources, Nutrition, Transportation, Transfers, Contingency, Special Payments, Materials & Service, Capital Outlay, and Debt Service) to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution reflects the above-mentioned changes as requested by the District in keeping with a legally accurate budget.

The **SDC Zone 1 Fund** - is transferring from the *Capital Outlay* category to the *Materials and Service* category in the amount of \$10,000 to pay for additional expenditures related to the accounting and collection of System Development Charges.

The **SDC Zone 2 Fund** - is transferring from the *Capital Outlay* category to the *Materials and Service* category in the amount of \$4,000 to pay for additional expenditures related to the accounting and collection of System Development Charges.

The **SDC Zone 3 Fund** - is transferring from the *Capital Outlay* category to the *Materials and Service* category in the amount of \$3,000 to pay for additional expenditures related to the accounting and collection of System Development Charges.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached resolution and Exhibit A in keeping with a legally accurate budget.

ATTACHMENT:

1. Resolution No. _____ Authorizing a Transfer of Appropriations within the North Clackamas Parks and Recreation District Budget for Fiscal Year 2017-18

Respectfully Submitted,



Elizabeth Gomez

NCPRD Financial Operations Manager

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

In the Matter of a Resolution of the Clackamas County Board of Commissioners acting as the Governing Body of the North Clackamas Parks and Recreation District (NCPRD) and providing Authorization to Transfer Appropriations within the NCPRD Budget for Fiscal Year 2017-18



Board Order No. _____

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

Whereas, transfer of appropriations for the period of July 1, 2017 through June 30, 2018, inclusive, is necessary to continue to prudently manage the distribution of those expenditures for the needs of District residents; and

Whereas, the funds being adjusted are:

- North Clackamas Parks & Recreation District – SDC Zone 1
- North Clackamas Parks & Recreation District – SDC Zone 2
- North Clackamas Parks & Recreation District – SDC Zone 3; and

It further appearing that it is in the best interest of the District to approve this transfer of appropriation for the period of July 1, 2017 through June 30, 2018; and

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

1. Pursuant to its authority under OR 294.463, the transfer of appropriations within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 14th day of June, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUESTS

Exhibit A
June 14, 2018

NORTH CLACKAMAS PARKS & RECREATION DISTRICT – SDC Zone 1 Fund

Increase:		
	Materials and Services	<u>\$ 10,000</u>
	Total	<u>\$ 10,000</u>

Decrease:		
	Capital Outlay	<u>\$ 10,000</u>
	Total	<u>\$ 10,000</u>

The SDC Zone 1 Fund is transferring from the *Capital Outlay* category to the *Materials and Service* category in the amount of \$10,000 to pay for additional expenditures related to the accounting and collection of SDC fees.

NORTH CLACKAMAS PARKS & RECREATION DISTRICT – SDC Zone 2 Fund

Increase:		
	Materials and Services	<u>\$ 4,000</u>
	Total	<u>\$ 4,000</u>

Decrease:		
	Capital Outlay	<u>\$ 4,000</u>
	Total	<u>\$ 4,000</u>

The SDC Zone 2 Fund is transferring from the *Capital Outlay* category to the *Materials and Service* category in the amount of \$4,000 to pay for additional expenditures related to the accounting and collection of SDC fees.

NORTH CLACKAMAS PARKS & RECREATION DISTRICT – SDC Zone 3 Fund

Increase:		
	Materials and Services	<u>\$ 3,000</u>
	Total	<u>\$ 3,000</u>

Decrease:		
	Capital Outlay	<u>\$ 3,000</u>
	Total	<u>\$ 3,000</u>

The SDC Zone 3 Fund is transferring from the *Capital Outlay* category to the *Materials and Service* category in the amount of \$3,000 to pay for additional expenditures related to the accounting and collection of SDC fees.



**NORTH CLACKAMAS
PARKS & RECREATION DISTRICT**

Administration

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

June 14, 2018

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

Approval of an Intergovernmental Agreement between North Clackamas Parks and Recreation District (NCPRD) and Clackamas Community College for Community Based Instructional Programs

Purpose/ Outcomes	Allows NCPRD to partner with Clackamas Community College (CCC) for program listings in quarterly brochure and receive reimbursement for up to 40 total reimbursable FTE of program instruction from Summer 2018 through Spring 2019 terms.
Dollar Amount and Fiscal Impact	This IGA represents an additional \$11,631 of revenue.
Funding Source	N/A
Duration	July 1, 2018 through June 30, 2019
Previous Board Action	<ul style="list-style-type: none"> This is an IGA that is renewed annually. 07/20/2017 Business Meeting: Approved 2017-18 renewal
Strategic Plan Alignment	This IGA supports Performance Clackamas through: <ul style="list-style-type: none"> Building public trust through good government Ensuring safe, healthy and secure communities
Contact Person	Scott Archer, <i>Director</i> , 503-742-4421 Kandi Ho, <i>Recreation Services Manager</i> , 503-794-8001

BACKGROUND:

The North Clackamas Parks and Recreation District requests approval of an Intergovernmental Agreement (IGA) with Clackamas Community College (CCC) for planning, promoting and delivering a variety of community based instructional programs resulting in 40 total reimbursable FTE for the 2018-19 fiscal year.

The renewal of this IGA allows NCPRD to partner with CCC for the provision of program instructors for classes provided by NCPRD. CCC will provide up to 40 FTE (based on the Oregon FTE formula), with a maximum value of \$11,631.

County Counsel has reviewed and approved this agreement.

RECOMMENDATION:

Staff recommends the Board approve this annual IGA and authorizes the Business and Community Services Director or delegate to execute any documents necessary to effectuate the same.

ATTACHMENT:

Clackamas Community College Independent Contractors Agreement

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District



INDEPENDENT CONTRACTORS AGREEMENT
(WORK TO BE PERFORMED WITH THE ASSISTANCE OF OTHERS)

This agreement is entered into this 1st day of July 2018, by and between Clackamas Community College, hereinafter called the "College", and North Clackamas Parks & Recreation District hereinafter called the "Contractor".

Whereas the College has need for the professional services of an individual with the particular training, ability, knowledge and experience possessed by the Contractor, now therefore, in consideration of the sum of \$11,631.00 to be paid to the Contractor by the College, the Contractor agrees to perform during the period July 1, 2018 through June 30, 2019, inclusive, the following professional services: Work closely with the College in planning, promoting, and delivering a variety of community based instructional programs resulting in 31-40 total reimbursable FTE. Meet the College's schedule/reporting timelines; follow the College's registration and production procedures. Payment could be reevaluated based on the Oregon FTE formula. . Payments are issued in January 2019 and June 2019. The payment will be issued after an analysis of FTE. If it is determined the Contractor will exceed or not fulfil the originally anticipated FTE goal, the funding level will be adjusted accordingly and the remaining balance of the funding level will be awarded.

In performing the above services, it is understood and agreed that:

1. The Contractor is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to this payment.
2. The Contractor will follow all federal, state and local laws, regulations and ordinances.
3. The Contractor will comply with FERPA regulations and sign a FERPA non-disclosure agreement.
4. The Contractor will not be eligible for and Federal Social Security, Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment, except as a self-employed individual.
5. The Contractor is not currently employed by Clackamas Community College.
6. Clackamas Community College will report the total amount of all payments to the Contractor in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
7. The Contractor will meet all calendar deadlines.

It is understood and agreed that the Contractor will be performing as per above contract with the assistance of others. Accordingly, the Contractor agrees to qualify as either a carrier-insured employer or a self-insured employer and further agrees to provide all persons engaged in the performance of the contract until such time as the contract is fully completed.

Additionally, the College may, at any time, require the Contractor to provide proof of required coverage.

The Contractor agrees to indemnify the College for any damages, expenses, costs and disbursements incurred by the College as a result of the Contractor's failure to adhere to the terms of this agreement.

The parties to this agreement understand that a person who files a declaration of status as an independent contractor is not eligible to receive workers' compensation benefits under ORS Chapter 656 in the event of injury or disease unless said person has obtained coverage for such benefits pursuant to ORS 656.128.

The College is subject to the Americans With Disability Act (ADA). By signing this agreement the Contractor represents that the buildings/facilities to be used to provide services, hereunder comply with all requirements and obligations imposed by the ADA. The College prohibits unlawful discrimination based on race, color, religion, ethnicity, use of native language, national origin, sex, sexual orientation, marital status, disability, veteran status, age, genetic information or any other status protected under applicable federal, state or local laws.

CONTRACTOR'S INVOICE

DESCRIPTION: Community Education Funding Agreement ACCT#: 11-0000-00-10018-64300 AMOUNT: \$11,631.00

PAYMENT DATES: January 10, 2019 & June 20, 2019
COLLEGE

CONTRACTOR

Director of Community Ed & Harmony Campus Date

North Clackamas Parks & Recreation 93-60002286
Name F.I.N./SOC. SEC. NO.
7300 SE Harmony Rd. Milwaukie, Or. 97222

Authorizing Signature Date

Authorizing Signature Date

To be signed prior to commencement of contracted services. To be mailed or filed with the College within 15 days after commencement of work.



**NORTH CLACKAMAS
PARKS & RECREATION DISTRICT**

Administration

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

June 14, 2018

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

Approval of an Intergovernmental Agreement between North Clackamas Parks and Recreation District (NCPRD) and Clackamas Community College for Educational & Enrichment Services

Purpose/ Outcomes	Allows NCPRD to partner with Clackamas Community College (CCC) for provision of program instruction from Summer 2018 through Spring 2019 terms. Classes to be held at the Milwaukie Center.
Dollar Amount and Fiscal Impact	This IGA represents \$49,111.50 of instructional expenditure.
Funding Source	N/A
Duration	June 25, 2018 through June 15, 2019
Previous Board Action	<ul style="list-style-type: none"> This is an IGA that is renewed annually. 06/22/2017 Business Meeting: Approved 2017-18 renewal
Strategic Plan Alignment	This IGA supports Performance Clackamas through: <ul style="list-style-type: none"> Building public trust through good government Ensuring safe, healthy and secure communities
Contact Person	Scott Archer, <i>Director</i> , 503-742-4421 Kandi Ho, <i>Recreation Services Manager</i> , 503-794-8001

BACKGROUND:

The North Clackamas Parks and Recreation District requests approval of an Intergovernmental Agreement (IGA) with Clackamas Community College (CCC) for educational & enrichment services at the Milwaukie Center through the 2018-19 fiscal year.

The annual renewal of this IGA allows NCPRD to partner with CCC for the provision of program instructors to lead classes to be held at the Milwaukie Center. CCC will provide up to 2,367.75 hours of instruction with a maximum value of \$49,111.50.

County Counsel has reviewed and approved this agreement.

RECOMMENDATION:

Staff recommends the Board approve this annual IGA and authorizes the Business and Community Services Director or delegate to execute any documents necessary to effectuate the same.

ATTACHMENT:

Educational Services Contract Community Education

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District

EDUCATIONAL SERVICES CONTRACT COMMUNITY EDUCATION

This Community Education Educational Services Contract (“Agreement”) is made effective as of the 1 day of July, 2018 (“Effective Date”), by and between Clackamas Community College, 19600 Molalla Avenue, Oregon City, Oregon 97045, hereinafter referred to as the “College” and North Clackamas Parks and Recreation District’s Milwaukie Center hereinafter referred to as the “Facility”.

Whereas, both the College and the Facility desire to jointly plan, promote, and sponsor programs for adults and, whereas, the Facility desires to engage the College to render specific educational services to Facility’s patrons. Therefore, in consideration of the sum of \$ 49,111.50, to be paid by the Facility as provided herein (“Fees”), the College agrees to offer 2,367.75 instructional hours during the period June 25, 2018, through June 15, 2019 (“Term”). See Exhibit A for proposed class schedule.

In addition, the College and the Facility agree as follows:

- A. **The College will provide the following (collectively “Services”):** 1. Recruit and hire qualified instructors to teach the classes listed in Exhibit A, attached hereto and made a part hereof (“Class(es)”). 2. Provide liability and Worker’s Compensation insurance coverage for instructors in limits less than or equal to the fees listed above, to be carried throughout the Term, certificates of which shall be provided to Facility concurrent with the execution of this Agreement and upon request. 3. Provide tuition waivers to all Facility residents 62 years of age and older participating in Classes. 4. Confirm with Facility the Class schedule prior to the start of each College term. 5. Appoint a liaison to work with Facility on implementing and coordinating the Services.
- B. To the extent permitted by the Oregon Tort Claims Act (ORS 30.260 TO 30.300) and the Oregon Constitution, the parties each agree to indemnify, defend, and hold harmless from and against any and all claims, liabilities, and expenses brought against or incurred by the other party as a result of the negligent acts, willful misconduct, performance of the Services under this Agreement, or any breach of this Agreement, by College, its agents, and employees. College’s duties under this Section B shall survive the termination of this Agreement by expiration, termination, or otherwise.
- C. The College will bill the Facility an amount equal to one-quarter of the Fees each College term on or about July 23, 2018, October 22, 2018, February 4, 2019 and May 6, 2019. Each payment to the College will be due within thirty (30) days of Facility’s receipt of invoice. Undisputed accounts unpaid over 30 days will incur a \$15 service charge.
- D. The College is subject to Americans with Disabilities Act (ADA). Facility agrees to work with the College, as may be necessary, in addressing any accommodation requirements made by program participants as required under ADA.
- E. Clackamas Community College prohibits unlawful discrimination based on race, color, religion, ethnicity, use of native language, national origin, sex, sexual orientation, marital status, disability, veteran status, age, genetic information, or any other status protected under applicable federal, state or local laws.

- F. **The Facility will:** 1. Provide appropriate classroom facilities for classes to be held. 2. Appoint a liaison to work with the College on implementing and coordinating the Services. 3. Notify the College, in a timely manner, of any changes or conflicts with regularly scheduled classes, including holidays and snow days, and any make up dates scheduled. 4. Assist with participant registration for classes according to College policies and procedures and be sensitive to meeting calendar deadlines. 5. Maintain liability waivers for all patrons who attend classes within the program.
- G. If the Facility wishes to terminate this Agreement for any or no reason, it may do so upon written notice to College. Upon such termination, Facility shall pay for undisputed Fees incurred up to the termination date.
- H. To the extent permitted by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 TO 30.300) The parties each agree to indemnify, defend, and hold harmless from and against any and all claims, liabilities, and expenses brought against or incurred by the other party as a result of the negligent acts, willful misconduct, performance of the Services under this Agreement, or any breach of this Agreement, by Facility, its agents, and employees. Facility's duties under this Section H shall survive the termination of this Agreement by expiration, termination, or otherwise.
- I. This Agreement represents the entire agreement between the parties with regard to its subject matter and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally as effective as delivery of an originally executed counterpart of this Agreement.
- J. This Agreement shall be governed by the laws of the State of Oregon ("State"). All claims, disputes and other matters in question which arise out of or relate to this Agreement (including any breach thereof) shall be decided by a court of competent jurisdiction in the state or federal courts in the State. Should any provision of this Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other provision hereof. No waiver of any term or condition of this Agreement on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such waiving party. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

Clackamas Community College
19600 Molalla Ave
Oregon City Or 97045

Clackamas County Board of County
Commissioners on Behalf of North
Clackamas Parks and Recreation District:

Community Education & Harmony Campus
Director

Chair

Vice President and CFO, College Services
Authorizing Signature

Recording Secretary

Date

Approved as to Form:

County Counsel

Date

Milwaukie Center 2018-19 Annual Schedule

Terms Offered				Class Title	Start/End Time	Day(s)	Number of Weeks	Total Hours Per Term	Total Hours Per Year	Instructor's Name
SU	FA	WI	SP							
X	X	X	X	Gold Toning	11am-12pm	M	SU 7, FWISP 10	7, 10	37	Bezerra
X	X	X	X	Gold Toning	12:15-1:15pm	W	10	10	40	Bezerra
X	X	X	X	Innergystics	11:15am-12:15pm	TH	10	10	40	Blosser
X	X	X	X	Yoga	10:10-11:10 am	S	10	10	40	Delancey
X	X	X	X	Complete Conditioning	9:25-10 :10am	T	SUWISP 11 FA 13	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Hall
X	X	X	X	Complete Conditioning	9:25-10 :10am	TH	SUWISP 11 FA 13	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Hall
X	X	X	X	Functional Fitness	10:20-11 :05am	T	SUWISP 11 FA 13	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Hall
X	X	X	X	Functional Fitness	10:20-11 :05am	TH	SUWISP 11 FA 13	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Hall
X	X	X	X	Stretch N Flex	8:30-9:15am	T	SUWISP 11 FA 13	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Hall
X	X	X	X	Stretch N Flex	8:30-9:15am	TH	SUWISP 11 FA 13	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Hall

					1:15-2:15pm	W	WISP 11 FA 13	Wi, Sp: 11 Fa: 13	35	
	X	X	X	Drums Alive						Hall
X	X	X	X	Chair Yoga	1:30-2:30pm	M	10	10	40	Jones
X	X	X	X	Strength & Relax Yoga	2:40-3:40pm	M	10	10	40	Paulson
X	X	X	X	Yin Yoga	12:15-1:15pm	M	SU 6, FWISP 10	6, 10	36	Jordan
	X	X	X	Gentle Yoga	5:30-6:30 pm	T	10	10	30	LeFrenier
X	X	X	X	Tai Chi Beginner	4-5 pm	MW	11	22	88	Lusk
X	X	X	X	Tai Chi Beg & Int.	6:35-7:35pm	MW	11	22	88	Lusk
X	X	X	X	Tai Chi: Martial Art Form/Swords	5:30-6:30pm	MW	11	22	88	Lusk
X	X	X	X	Exercetrices	12:15-1:15pm	M	10	10	40	McClenahan
X	X	X	X	Low Impact Aerobic Strength Training	4:30-5:15 pm	TH	10	10	40	McClenahan
X	X	X	X	Small Group Personal Training	5:30-6:30 pm	TH	10	10	40	McClenahan
X	X	X	X	Zumba	6:30-7:30pm	TTH	11	22	88	Miratsky
X	X	X	X	Smartphone Basics	9-10:30 am	TH	10	15	60	Rosson
X	X	X	X	Smartphone Basics	10:45 am-12:15 pm	TH	10	15	60	Rosson
X	X	X	X	EZ Does It	8:30-9:15am	M	11	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Stauss
X	X	X	X	EZ Does It	8:30-9:15am	W	11	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Stauss

X	X	X	X	EZ Does It	8:30-9:15am	F	11	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Stauss
X	X	X	X	Sit N Fit	11:05-11:50am	M	FA 13, WI 12, SUSP 11	Fa: 9.75 Wi: 9 Su & Sp: 8.25	35.25	Stauss
X	X	X	X	Sit N Fit	11:05-11:50am	W	FA 13, SUWISP 11	Fa 9.75, Wi Su & Sp: 8.25	34.5	Stauss
X	X	X	X	Sit N Fit	11:05-11:50am	F	FA 13, SUWISP 11	Fa 9.75, Wi Su & Sp: 8.25	34.5	Stauss
	X	X	X	Hula Dance for Fitness	7:30-8:30pm	W SU, S FAWISP	SU 6, FAWISP10	6, 10	36	Taylor
	X	X	X	Fitness Class	TBD	TBD	10	10	30	TBD
	X	X	X	Fitness Class	TBD	TBD	10	10	30	TBD
	X	X	X	Tai Chi	TBD	TBD	10	21	63	TBD
	X	X	X	Tai Chi	TBD	TBD	10	21	63	TBD
	X		X	Spanish Immersion	TBD	TBD	1	10	20	Torres
X	X	X	X	Spanish I	1-2:30	M	8	12	48	Torres
X	X	X	X	Spanish II	12:15-2 pm	M	8	14	56	Torres
X	X	X	X	Spanish Conversation	12:15-2 pm	M	8	12	48	Torres
X	X	X	X	Spanish Conversation II	9-10:30	M	8	12	48	Torres
X	X	X	X	Strength & Relax Yoga	2:15-3:15pm	TH	10	10	40	Watson

Total hours per year @ \$18/hr: 1826.75

Terms Offered				Class Title	Start/End Time	Day(s)	Number of Weeks	Total Hours Per Term	Total Hours Per Year	Instructor's Name
SU	FA	WI	SP							
X	X	X	X	Creative Writing	1-2:45pm	W	8	14	56	Arnold
X	X	X	X	Your Story	1-2:45pm	TH	8	14	56	Arnold
X				Ballroom Dance	10:15-11:15 am	F	8	8	8	Drewry
	X	X	X	Ballroom Dance	1:45-2:45 pm	T	10	10	30	Drewry
X	X	X	X	Ballroom Dance	6-7:15 pm	M	7	8.75	35	Drewry
X	X	X	X	Line Dance Int	1:35-2:35pm	TH	10	10	40	Mattson
	X	X	X	Drawing	TBD	TBD	6	12	36	TBD
X	X	X	X	Line Dance for Newcomers	11:20-12:20pm	T	10	10	40	Weisenberg
X	X	X	X	Line Dance Beginner/Improver	12:30-1:30pm	TH	10	10	40	Weisenberg
X	X	X	X	Oil Painting	9:30-12 pm	TH	10	25	100	Wilson
X	X	X	X	Oil Painting	1-3:30 pm	TH	10	25	100	Wilson

Total hours per year @ \$30/hr: 541

Total Cost at \$18/hr	\$32,881.50
Total Cost at \$30/hr	\$16,230.00
Grand Total	\$49,111.50

Total Contract Hours		2367.75
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Board of County Commissioners
 Clackamas County
 Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of a Public Improvement Contract
 between North Clackamas Parks and Recreation District and
Green Thumb Landscape & Maintenance, Inc. dba GT General Contracting

Purpose/Outcomes	Execution of a contract between North Clackamas Parks and Recreation District and Green Thumb Landscape & Maintenance, Inc. dba GT General Contracting for the Wichita Park Construction.
Dollar Amount and Fiscal Impact	Contract amount is not to exceed \$433,548.00.
Funding Source	\$ 10,000 Linwood Neighborhood Association \$113,536 SDCs, Zone 1 \$ 45,012 General Fund <u>\$265,000</u> State of Oregon Land and Water Conservation Fund Grant \$433,548 Total
Duration	Through October 1, 2018.
Previous Board Action	<ul style="list-style-type: none"> January 21, 2010 – Amended 2008 Cooperative Intergovernmental Agreement Between City of Milwaukie and North Clackamas Parks and Recreation District. November 23, 2016 - Approval of Land and Water Conservation Fund Grant Agreement with Oregon Parks and Recreation Department, North Clackamas Parks and Recreation District, and City of Milwaukie. April 6, 2017 – Approval of an Intergovernmental Agreement between NCPRD and the City of Milwaukie to Formalize Roles and Responsibilities for Development of Wichita Park located in the City of Milwaukie.
Strategic Plan Alignment	<ul style="list-style-type: none"> Build public trust through good government – Developing and maintaining partnerships with other government agencies Build a strong infrastructure – Working together with City of Milwaukie to plan, engineer and construct a new neighborhood park. Ensure safe, healthy and secure communities – Development of a new neighborhood park in the Linwood Neighborhood of Milwaukie.
Contact Person	Scott Archer, <i>NCPRD Director</i> , 503-742-4421 Kathryn Krygier, <i>Planning & Development Manager</i> , 503-742-4358

BACKGROUND:

The North Clackamas Parks and Recreation District (“NCPRD”) requests the approval of a contract for the construction of Wichita Park, a one-acre undeveloped site, located at 5908 S.E. Monroe Street in the Linwood neighborhood.

In 1999, a Master Plan of the Wichita Park site was completed and adopted in the City’s Comprehensive Plan. In 2015, the Master Plan was updated and 30% construction documents were completed to determine a project budget and seek project funding.

In 2016, the final design and construction funding was secured through an Oregon State Land and Water Conservation Fund Grant, NCPRD, and Linwood Neighborhood Association funds. NCPRD has completed construction plans and specifications for the park in 2017. The park project includes but is not limited to: clearing and grubbing, grading, installation of pavement, play equipment, fencing, drainage system, site furnishings, irrigation and planting, right-of-way improvements, and utility upgrades.

The NCPRD Board of Directors identified neighborhood park improvements for Wichita Park as a high priority project in the NCPRD 2007 Parks and Recreation System Development Charges (SDC) Update Methodology Report and Capital Improvement Plan (CIP). Funding has been secured and staff has conducted a formal public improvement process.

PROCUREMENT PROCESS:

This project was requested by Kathryn Krygier. This project was advertised in accordance with ORS and LCRB Rules on March 22, 2018. On May 1, 2018, Four (4) bids were received: 3 Kings Environmental, \$589,500.00; GT- General Contracting, \$433,548.00; Paul Brothers, Inc., \$571,355.00; and PCR, Inc., \$609,000.00. After review of the bids, it was determined that GT General Contracting was the lowest responsive bidder. The total contract amount is not to exceed \$433,548.00.

The contract was reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of the North Clackamas Parks and Recreation District, approve and execute the Contract between North Clackamas Parks and Recreation District and Green Thumb Landscape & Maintenance, Inc. dba GT General Contracting for the Wichita Park Construction.

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract (the "Contract"), is made by and between Clackamas County and North Clackamas Parks and Recreation District, both political subdivisions of the State of Oregon, hereinafter called "Owner," and **Green Thumb Landscape & Maintenance, Inc dba GT General Contracting**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: **#2018-17 Wichita Park Construction**

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **Four Hundred Thirty-Three Thousand Five Hundred Forty-Eight Dollars (\$433,548.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Clackamas County General Conditions for Public Improvement Contracts (11/1/2017) ("General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid.

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

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Public Improvement Contract Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Instructions to Bidders
- Bid Bond
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form
- Addenda 1 - 2

2. Representatives.

Contractor has named Scott Friedman as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicated below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Kathryn Krygier as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further

replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

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

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

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

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: September 15, 2018 (Except for seeding and plant establishment)

FINAL COMPLETION DATE: October 1, 2018

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Insurance Certificates.

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County and North Clackamas Parks and Recreation as an additional insured. Insurance certificates may be returned with the signed Contract or may emailed to

Procurement@clackamas.us.

6. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

7. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner (“Confidential Information”). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

8. Counterparts.

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

9. Integration.

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

In witness whereof, Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:

**Green Thumb Landscape Maintenance, Inc. dba
GT General Contracting
P.O. Box 5172
Salem, Oregon 97304**

Contractor CCB # 131659 Expiration Date: 9/5/2018

Oregon Business Registry # 692133-88 Entity Type: DBC

State of Formation: Oregon

Signature page to follow.

Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.

Green Thumb Landscape and Maintenance, Inc.
dba GT General Contracting

North Clackamas Parks and Recreation District

Authorized Signature _____ Date _____

Chair _____ Date _____

Name / Title Printed _____

Recording Secretary _____

APPROVED AS TO FORM

County Counsel _____ Date _____



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Materials and Services Agreement between Atlas Copco Compressors LLC, and
Clackamas County Service District No.1
for the Tri-City Water Resource Recovery Facilities Process Air Blower Systems

Purpose/Outcomes	Enact section I. A. paragraph 3. (“Service Plan”) of the settlement agreement (Board Order # 091516 V1.1&2) between Atlas Copco Compressors LLC and the Districts to provide a 10 year full service and warranty plan for the Process Air Blower Systems.
Dollar Amount and Fiscal Impact	Funding is available in the FY2017-18 budget and will carry over through FY2028-29 budget years. The agreement is for an amount not to exceed \$50,000 per year over a 10 year period in accordance with the 2016 settlement agreement, with a total amount not to exceed of \$500,000.
Funding Source	Clackamas County Service District No. 1 & WES Operating Funds. No General Funds impacted.
Duration	Ten years
Previous Board Action/Review	Approval of Settlement Agreement 091516 V1. 1&2
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project supports the WES Strategic Plan to provide partner communities with reliable wastewater infrastructure to serve existing customers and support future growth. 2. This project supports the County’s Strategic Plan of building a strong infrastructure that delivers services to customers.
Contact Person	Randy Rosane, PE, Project Manager WES, 503-742-4573
Contract No.	N/A

BACKGROUND:

The HSI HT-Series Turbo blowers provided as part of the Tri-City Water Pollution Control Plant Phase I Expansion were installed in April 2011 to serve the existing conventional activated sludge (“CAS”) treatment system for the Tri-City Service District (“TCSD”) and a new membrane bioreactor (“MBR”) treatment system constructed by Clackamas County Service District No.1 (“CCSD#1”). These critical pieces of equipment move large volumes of air into the treatment process and are essential for plant operations.

The Turbo blowers were chosen because of their high energy efficiency ratings. However, the blowers experienced significant problems immediately upon installation, and failed to perform as advertised.

Atlas Copco Compressors, LLC met with WES and CCSD#1 and informed them that Atlas Copco Compressors LLC acquired HSI and that they were going to take responsibility for the acquired company's failures and replace all the blowers with reliable proven technology at no cost to WES and CCSD#1. In return the Districts would enter into a settlement agreement. The Districts accepted and the Board of County Commissioners approved and executed the settlement agreement on September 15, 2016.

In addition to the standard manufacturer's warranty, Atlas Copco Compressors, LLC offered a five year no-cost total responsible service agreement that provides for all the yearly preventative maintenance requirements, all part replacement and labor and or full blower replacement if needed. They also extended the offer to provide the services at a 50% discount or \$50,000/year, whichever is less, for a period of 10 years.

The operations and maintenance staff have requested the 10 year option citing their annual costs internally could meet or exceed the service agreement cost without the 10 year guarantee of parts labor and/or replacement.

This Agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No.1, approve the 10 year Materials and Service Agreement for an amount not to exceed \$50,000 per year, with a total amount not to exceed of \$500,000.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the _____ agenda by Procurement.



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Materials and Services Agreement between Atlas Copco Compressors LLC, and
Water Environment Services
for the Tri-City Water Resource Recovery Facilities Process Air Blower Systems

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Funding Source	Clackamas County Service District No. 1 & WES Operating Funds. No General Funds impacted.
Duration	Ten years
Previous Board Action/Review	Approval of Settlement Agreement 091516 V1. 1&2
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project supports the WES Strategic Plan to provide partner communities with reliable wastewater infrastructure to serve existing customers and support future growth. 2. This project supports the County’s Strategic Plan of building a strong infrastructure that delivers services to customers.
Contact Person	Randy Rosane, PE, Project Manager WES, 503-742-4573
Contract No.	N/A

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The operations and maintenance staff have requested the 10 year option citing their annual costs internally could meet or exceed the service agreement cost without the 10 year guarantee of parts labor and/or replacement.

This Agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve the 10 year Materials and Service Agreement for an amount not to exceed \$50,000 per year, with a total amount not to exceed of \$500,000.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the _____ agenda by Procurement.



GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this “Contract”) is entered into between Atlas Copco Compressors LLC (“Contractor”), and Clackamas County Service District No. 1 and Water Environment Services, both political subdivisions of the State of Oregon (collectively referred to as “District”) for the purposes of providing service/maintenance in support of the Atlas Copco blowers as agreed to in the Settlement Agreement approved by the Board of County Commissioners 9/15/2016 VI. 1 & 2.

I. TERM

This Contract shall become effective upon signature of both parties and shall expire on **June 30, 2028**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County acting as the Governing Body for the District. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services. The Contractor reserves the right to not renew a service agreement after expiry of the term.

II. SCOPE OF WORK

This Contract covers the Scope of Work as described in Service Plan Quote #52311418, attached and hereby incorporated by reference as **Attachment “A.”** Contractor’s Service Agreement is attached as **Attachment “B”** and hereby incorporated by reference. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, and Attachments “A” and “B”. Work shall be performed in accordance with a schedule approved by the District. The Contractor shall meet the standard of care prevalent in the industry or business most closely involved in providing the appropriate goods or services. The District Representative for this contract is: **Randy Rosane**, 503-742-5453.

III. COMPENSATION

1. **PAYMENT.** The District agrees to compensate the Contractor on a fixed fee basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed **\$50,000.00** per fiscal year and total Contract Compensation shall not exceed \$500,000.00. Fiscal year is defined as July 1 to June 30.
2. **TRAVEL EXPENSE REIMBURSEMENT.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
3. **INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent District contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Attachment A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. Invoices shall be submitted to the District’s Representative at: Water Environment Services, 150 Beaver Creek Road, Oregon City, OR 97045, or email: randyros@clackamas.us.

IV. CONTRACT PROVISIONS

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and its duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. District certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the District's reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate District official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. HAZARD COMMUNICATION. Contractor shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon District's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

8. RESPONSIBILITY FOR DAMAGES; INDEMNITY. Contractor shall be responsible for all damage to property and injury to persons to the extent caused by the negligent act, omission, or neglect of Contractor, its subcontractors, agents, or employees in the performance of the Scope of Work. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all third party claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon physical damage or injuries to third persons or third party tangible property to the extent caused by the errors, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656. At present, the Contractor certifies that he or she, if an individual is not a program, Clackamas County, District or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the District evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The District, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the District evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The District, at its option, may require a complete copy of the above policy.

C. Contractor shall provide District a certificate of insurance naming the District and Clackamas County, and their officers, elected officials, agents, and employees as additional insureds. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include the District and Clackamas County and their agents, officers, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the District in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the District under this insurance. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be

acceptable in lieu of “tail” coverage, provided its retroactive date is on or before the effective date of this Contract.

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the District. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the District.

11. LIMITATION OF LIABILITIES. Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. EXCEPT FOR INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS UNDER THIS CONTRACT, THE CUMULATIVE TOTAL LIABILITY OF CONTRACTOR ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS CONTRACT OR ANY SERVICES FURNISHED UNDER THIS CONTRACT SHALL NOT EXCEED THE LIMITATIONS OF THE CONTRACTOR’S INSURANCE POLICIES HELD DURING THE TERM OF THIS CONTRACT. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or District at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against District, such facsimile transmission must be confirmed by telephone notice to District’s supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. RESERVED.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to District that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.

A. Performance Warranty. Contractor warrants that the goods provided to the District shall be free from defects in materials and workmanship.

B. Service Warranty. Contractor warrants that the services provided herein to the District, if any, will be performed in a good and workmanlike manner and in accordance with industry standards. Contractor's liability and District's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the District to Contractor. The District agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this services warranty shall be deemed a material breach of this Contract.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY OR OTHERWISE, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the following Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

16. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, by operation of law or otherwise, without obtaining prior written approval from the District. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. District may assign all or part of this Contract at any time without further permission required to the Contractor. District may assign all or part of this Contract at any time without further permission required to the Contractor.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle District to

terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to District's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this paragraph.

. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the District for convenience upon thirty (30) days' written notice to the Contractor, upon which the District is entitled to a refund for any services that haven't been performed but have already been paid for; (B) District may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the District, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the District are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the District for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the District, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the District (or from applicable federal, state, or other sources) to permit the District in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, District may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice. In the event the District opts to terminate this Contract within any given year, the remaining paid but not-yet-earned balance of that year shall be returned to the District.

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the District, less previous amounts paid and any claim(s) which the District has against Contractor. If previous amounts paid to

Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to District on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the District shall have any remedy available to it in law or equity subject to the limitations in this Contract. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research or objects or other tangible things needed to complete the work.

22. NO THIRD PARTY BENEFICIARIES. District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither District nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

26. WAIVER. The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such

claim becomes due, the proper officer representing the 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 Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the District except as to fraud and Contractor's warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the District at times and places determined by the District. If the District finds goods and services furnished to be incomplete or not in compliance with the Contract promptly following inspection, the District, at its sole discretion, may require Contractor to correct any defects without charge. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the District, the District may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the District's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SIGNATURE PAGE FOLLOWS

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Atlas Copco Compressors LLC 22649 83 rd Ave. S.E. Kent, WA 98032	Clackamas County Service District No. 1 by:
_____	_____
Authorized Signature	Chair
_____	_____
Name / Title (Printed)	Recording Secretary
_____	_____
Date	Date
_____	Water Environment Services by:
206-939-2475	_____
Telephone/Fax Number	Chair
_____	_____
418306-96 FLLC / Delaware	Recording Secretary
Oregon Business Registry #	_____
_____	Date
_____	Approved as to Form:
_____	_____
_____	County Counsel
_____	_____
_____	Date

**ATTACHMENT A
CONTRACTOR'S QUOTE, PROPOSAL #52311418**

Pages 1 through 16

ATTACHMENT B TERMS AND CONDITIONS

The following conditions apply to this Contract:

1. **Service.**

A. Contractor will provide the number of visits indicated in the quotation's Pricing and Service Summary (in the column entitled "Visits per Year") to carry out, on the specific compressor identified in the quotation, the activities specified in the quotation's Activities List for the specific compressor. The activities will be performed by Contractor in accordance with the compressor's instruction manual or as determined by the compressor's operating context. After each visit, an electronic service report will be provided by Contractor to the District. The service report will outline the service provided and any future recommended repairs. Repairs are not within the services supplied under this Contract, unless expressly set forth otherwise in this Contract. The service report must be signed by a District representative to verify the specified work has been completed.

B. This Contract specifies that the compressor is serviced under a "Total Responsibility" Plan, Contractor will provide all spare parts, consumables, labor, and travel deemed applicable by Contractor to perform the activities specified in the quotation's Activities List for each above-mentioned visit for the compressor. This Contract specifies that an Inspection Plan applies to the compressor, Contractor will provide all labor and travel deemed applicable by Contractor to perform the activities specified in the quotation's Activities List for each mentioned visit for the compressor.

C. This Contract specifies that the compressor is serviced under a Total Responsibility Plan, repair of unexpected compressor failure influencing the function of the compressor will be within the services supplied under this Contract at no extra charge for the costs of labor and the spare parts required to restore function of the compressor.

D. Contractor will contact the District with a minimum of twenty-four (24) hours' notice before any visit not involving a compressor emergency. All work will be performed during Contractor's normal working hours (8:00 am to 5:00 pm, Monday through Friday excluding public holidays), except to the extent Contractor and the District agree otherwise in writing. Irrespective of the foregoing, as this Contract specifies that the compressor is serviced under a Total Responsibility Plan, Contractor will, at no extra cost to the District, perform the mentioned breakdown service outside of Contractor's normal working hours, subject to availability of Contractor's service personnel.

2. **Limitations of Service Obligations.**

A. Contractor shall not be obligated to inspect or service any compressor under this Contract in the event of:

- (i) Any failures influencing the function of the compressor caused by unforeseen circumstances including, but not limited to, accidental or willful damage to the compressor by the District or a third party, failure of electric power for the compressor

(or interruption or fluctuations of electric power, or out-of-specification electric power), improper quality and/or quantity of air going into the compressor, introduced contamination, or improper repair, servicing, or alteration of the compressor by the District or a third party; or
(ii) Operation outside of specified parameters.

B. Temporary hire of compressors/alternative air supply to cover compressor outages, in addition to any maintenance required to be performed on any of the temporary equipment, will be covered at Contractor's expense. In the event of an emergency failure, the District is authorized to hire alternative air supply at Contractor's expense, until the Contractor can respond to the emergency to make repairs.

3. **District Responsibilities.** District shall do all of the following:

A. Perform daily and weekly (eight (8) and forty (40) hour) inspection on the compressor in accordance with the compressor's instruction manual (including in the manual's preventative maintenance schedule).

B. Keep the compressor within the environmental conditions as outlined in "Operations and Maintenance Manual" (including but not limited to temperature range, humidity range, and other factors), and operate it as recommended in the compressor's instruction manual and in accordance with written recommendations (if any) of Contractor's service specialists. Contractor and District have identified an issue related to the temperature limit settings being too high and needing to be reduced for proper operation. Contractor will accordingly make changes to the Operations and Maintenance Manual to reflect these changes. Any terms of this Contract that are dependent on the temperature settings reflected in the Operations and Maintenance Manual shall not be enforceable by Contractor unless the update required above has been completed.

C. Ensure that water in the compressor's cooling circuits (if applicable) and ventilation is within the limits of quality, quantity and temperature as recommended in writing by Contractor.

D. Use only genuine Contractor Parts and Lubricants approved by Contractor.

E. Advise Contractor immediately of any changes identified during normal working hours of compressor operational conditions or site conditions and any malfunctions or failures that may influence the proper functioning of the compressor.

F. Provide Contractor with free and full access to the compressor, during previously agreed-upon times, to perform scheduled visits pursuant to this Contract. The District will, at its own cost, supply adequate lighting, power, and other facilities to which Contractor may reasonably need access to in connection with performing the service. If Contractor's service technician must wait more than one (1) hour under normal plant operating conditions beyond the start-time for a scheduled visit to access the compressor, then the Contractor may reschedule the visit for a later time or date.

G. If any forklift and/or other lifting or rigging equipment is necessary (as reasonably determined by Contractor) for Contractor to perform any activity under this Contract, the District shall supply such lifting/rigging equipment at the District's own cost together with sufficiently skilled and qualified labor in connection therewith.

H. Take the necessary action on compressor repairs recommended in writing by Contractor.

I. Make the compressor available for an overhaul of the compressor's element and/or main motor if shock pulse monitoring ("SPM") readings by Contractor or other metrics indicate the need for an overhaul.

4. **Software License.** Any and all software and source code and all revisions thereof embedded in or otherwise associated with any service or product furnished by Contractor (the "Software") is and shall remain the proprietary property of Contractor (and/or its licensors), and in no event will title thereto be sold or transferred to the District. Subject to the District complying with all terms and conditions of this Contract, Contractor grants to the District a non-revocable, non-exclusive, non-transferable license to use the Software solely in accordance with the use intended by Contractor. The District may not make copies, transfer, or export the Software unless expressly agreed in a written agreement signed by authorized representatives of Contractor and the District.
5. The breakdown provision in a Total Responsibility Plan includes labor, parts and travel for breakdown of components contained within the compressor frame and canopy over the term of the Contract.
6. District must make the compressor available for an overhaul if SPM readings or other metrics indicate the need for an overhaul.
7. Repairs or upgrades beyond the overhaul scope and outside of the Total Responsibility Plan will be invoiced separately as authorized by the District.
8. Alternative air supply is not covered by service plans unless emergency conditions require it.
9. Breakdowns and repairs caused by negligence, abuse, operation outside specified parameters are not covered by service plans.

Number of invoices per year:

Contract duration:

P.O. / Contract # _____

Expiry date _____

Pricing includes freight.

Pricing does not include any applicable taxes.

Quote Nr.: 52311



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Guaranteed Maximum Price - Amendment 2 with Slayden Constructors, Inc.
for the Kellogg Creek Water Resource Recovery Facility Improvements Project

Purpose/Outcomes	Approval of Amendment #2 establishing the Guaranteed Maximum Price (“GMP”) required for construction of improvements to the Kellogg Water Resource Recovery Facility. The GMP construction will include installation of equipment purchased under Early Work Amendment No. 1 and construct additional improvements.
Dollar Amount and Fiscal Impact	Funds for the Kellogg Creek Water Resource Recovery Facility Improvements Project are budgeted in the FY 2017-18 budget and are budgeted in FY 2018-19 for an amount not-to-exceed a total amount of \$14,110,043 for the GMP Amendment.
Funding Source	Clackamas County Service District 1 FY 2017-18 Annual Budget, and WES FY 2018-19 budget. No General Funds are impacted.
Duration	July 2018 to July 2020
Previous Board Action/Review	On August 3 rd , 2017, the Board authorized an early work amendment #1 (“EWA #1”) to accelerate procurement of long-lead time equipment and early construction activities.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project supports the WES Strategic Plan to provide partner communities with reliable wastewater infrastructure to serve existing customers and support future growth. 2. This project supports the County Strategic Plan of building a strong infrastructure that delivers services to customers.
Contact Person	Greg Geist, Director – Water Environment Services – 503-742-4560

BACKGROUND:

The 40-year-old Kellogg Creek Water Resource Recovery Facility (“Kellogg Facility”) is in need of rehabilitation and upgrades. This work was delayed while Clackamas County Service District No. 1 (“District”) evaluated whether or not the facility would continue operations or be decommissioned. The Kellogg Facility will continue operations, and therefore, is in need of repair and refurbishment to bring it up to full operational capabilities.

The refurbishment of the Kellogg Facility encompasses several distinct project elements. Specifically, the GMP Amendment includes the following elements:

- Yard Piping
- Secondary Sludge Pump Station HVAC and Electrical
- Peak Wet Weather Flow Facilities

- Blower Building Work
- Utility and Back Up Power T2 and Switchgear
- Influent Pump Station
- Thickening Building Polymer and Water Upgrades
- Plant Water Pump Station
- Foul Air Duct Work

The Kellogg Creek WRRF improvements Project is being delivered employing the Construction Manager/General Contractor ("CM/GC") delivery method and will include procurement of all materials, equipment, and labor. In summer 2017, early work was authorized and is ongoing. EWA #1 allowed procurement of long lead time equipment and work to begin on elements considered critical to reliable operation of the facility. Concurrently, design work was completed on the remainder of the Project elements and this GMP provides funds for the construction phase of the Project. Cost of the design work was \$95,109 and EWA#1 cost was \$4,355,697. A preliminary GMP proposal received in September 2017 indicated that the cost of project would exceed the original engineer's estimate of \$13M. As the design developed over the past several years, cost estimates were not updated. When it became clear in Fall, 2017, that the cost of the refurbishment project would exceed previous estimates, WES staff worked to prioritize project elements and deferred all or part of three elements. Nonetheless, the GMP proposal received in December 2017 was higher than was anticipated. WES obtained an independent cost estimate and subsequently negotiated with the contractor to reduce the GMP to be more in line with the new estimate. The following adjustments were made:

- Mark-ups on non-craft labor will be reduced to be in compliance with the Agreement
- Equipment will be billed in compliance with the Agreement
- Owner's contingency is reduced to 7%
- Mark up on self-performed work increases from 7% to 11%.

Slayden Constructors, Inc. submitted their proposal for a GMP amount equal to \$18,560,759, which includes the pre-construction work and EWA #1. This amendment #2 for the construction phase of the Project will be for an amount not-to-exceed \$14,110,043, for which WES seeks board approval. District staff believe it is in the District's best interest to accept the proposal.

This amendment has been reviewed and approved by County Counsel.

RECOMMENDATION:

For these reasons, District staff recommends that the Board of County Commissioners, acting as the governing body of Clackamas County Service District No.1, approve the GMP Amendment for the Kellogg Creek Water Resource Recovery Facility Improvement Project for a not-to-exceed contract value of \$18,560,759.

Respectfully submitted,



Greg Geist, Director
Water Environment Services

Placed on the _____ agenda by Procurement.

CONSTRUCTION MANAGER/ GENERAL CONTRACTOR AGREEMENT
AMENDMENT #2
GUARANTEED MAXIMUM PRICE

This Amendment #2 (“Amendment #2”) to the Construction Manager/ General Contractor Agreement with an effective date of December 1, 2016 (“Agreement”) entered into between Clackamas County Service District No. 1, a county service district formed pursuant to ORS 451 (“District”), and Slayden Constructors, Inc., an Oregon corporation (“Contractor”).

Recitals

Whereas, the parties entered into the Agreement for the pre-construction phase of the Kellogg Creek Water Pollution Control Plant Improvements Project (“Project”), which was amended by Early Work Amendment #1 entered into on August 3, 2017 (“EWA #1”) to facilitate the procurement of long-lead time equipment and early construction activities;

Whereas, upon completion of 100% design, the Contractor provided a proposed Guaranteed Maximum Price (“GMP”) for completion of the Project in December 2017, which exceeded the design engineer’s estimate;

Whereas, the District obtained an independent construction cost estimate to evaluate the reasonableness of the GMP submitted by Contractor;

Whereas, the District and Contractor negotiated in good faith based on the independent cost estimate to arrive at a mutually agreed upon GMP outlined below;

Now therefore, the parties agree to the following:

Terms

1. **Purpose.** The purpose of Amendment #2 is to authorize the Contractor to provide all necessary Construction Services pursuant to Article 6 of the Agreement for the GMP specifically outlined herein.
2. **Guaranteed Maximum Price.** The Guaranteed Maximum Price, including the pre-construction work and EWA #1, is equal to **\$18,560,758.57**. Contractor shall be compensated for the construction phase of the project on a time and material fee basis with a not to exceed price of **\$14,110,042.13** (“Amendment #2 Price”), in addition to the early construction work under EWA #1. For work completed under the GMP, subsequent to EWA#1, Contractor shall be compensated at the agreed upon labor rates in Exhibit 1 attached hereto.

Pre-Construction Services	\$ 95,019.00
EWA #1	\$ 4,355,697.44
Amendment #2	\$ 14,110,042.13
Total GMP	\$ 18,560,758.57

3. **Contractor’s Fee for Self-Performed Work.** In accordance with Article 8.02 of the Agreement, the parties have negotiated a reasonable overhead and profit rate of eleven percent (11%) for self-performed work, not including work authorized under EWA #1.

4. **Contingency.** In accordance with Article 6.03.A.1 of the Agreement, the contingency amount is hereby set to seven percent (7%) of the Cost of Work Total identified in Exhibit 8 - Schedule of Values (\$836,786.58).
5. **Contractor's Contingency.** The parties hereby establish a separate Contractor's Contingency ("Contractor's Contingency") that is for the purpose of covering the cost of work for overages and other unforeseen costs. The Contractor's Contingency is hereby set at three percent (3%) of the Cost of Work Total identified in Exhibit 8 – Schedule of Values (\$358,622.82). The Contractor's Contingency shall be controlled by the Contractor, however, all unspent funds shall accrue to the benefit of the Owner. All references to "contingency" in the Agreement are not applicable to the Contractor's Contingency and are treated separate and distinct. Usage of the Contractor's Contingency is subject to the applicable markup rate for subcontracted work or self-performed work under the Contract Documents.
6. **Bond Requirements.** In accordance with Article 16.10 of the Agreement, Contractor shall provide a performance bond and payment security bond in the amount of the authorized GMP Price in Paragraph 2 above. Such bonds shall be provided on the forms in Exhibit 2, attached and hereby incorporated by reference.
7. **Authorized Construction Services.** Contractor shall provide all necessary Construction Services to complete the work outlined in the following documents listed in descending order of precedence, attached and hereby incorporated by reference:
 - 7.1. Guaranteed Maximum Price Specifications Volume 1, December 2017 (Exhibit 3)
 - 7.2. Guaranteed Maximum Price Drawings Volume 2, December 2017 (Exhibit 4)
 - 7.3. Guaranteed Maximum Price, Addendum No. 1, dated December 22, 2017 (Exhibit 5)
 - 7.4. Guaranteed Maximum Price, Addendum No. 2, dated January 16, 2018 (Exhibit 6)
 - 7.5. Guaranteed Maximum Price Proposal, dated June 2018 ("Proposal") (Exhibit 7). The Proposal is not intended to modify any of the existing terms and conditions of the Agreement, including, but not limited to, agreed upon fees and markups. Other than the assumptions, qualifications and clarifications section in the Proposal (which shall take precedence), to the extent that there is a conflict between the Proposal and the Agreement, the Agreement terms shall control.
 - 7.6. Guaranteed Maximum Price Schedule of Values (Exhibit 8)
8. **GMP Amendment #2 Contract Times.** Contractor shall complete all GMP Construction Services by the following Contract Times:
 - 8.1. Substantial Completion: June 12, 2020
 - 8.2. Final Completion: August 14, 2020
9. **EWA #1 Contract Times.** The Contract Times for work associated with Early Work Amendment #1 will be revised as follows:
 - 9.1 Substantial Completion: September 13, 2018
 - 9.2 Final Completion: October 13, 2018
10. **Liquidated Damages.** In accordance with Article 5.03 of the Agreement, time is of the essence for the completion of the Construction Services by the Contract Times outlined in Paragraph 5 above. Failure of Contractor to meet those Contract Times shall subject Contractor to the liquidated damages outlined in Article 5.03 of the Agreement.

11. Insurance Certificates. In accordance with Article 6 of the Supplemental Conditions and General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County and Clackamas County Service District No. 1 as additional insureds. Insurance certificates may be returned with the signed Contract or may emailed to Procurement@clackamas.us.

12. Applicability of Agreement Terms and Conditions. All other requirements in the Agreement that pertain to the requirements of Contractor to provide Construction Services under a Guaranteed Maximum Price Amendment remain in full force and effect.

By signature below, the parties hereby agree to this Amendment #2.

Slayden Constructors, Inc.

Clackamas County Service District No. 1

Signature

Date

Chair

Date

Name / Title Printed

APPROVED AS TO FORM

County Counsel

Date