



AGENDA

Revised

Added E.1

Thursday, March 11, 2021 - 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2021-14

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Wild Fire Updates**

*****COVID Updates**

I. 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 a Revenue Agreement with CareOregon for Dental Health Expansion - Health Centers. Care Oregon will pay Clackamas County up to \$3.00 per member per month.

B. Department of Transportation and Development

1. Approval of Amendment #2 to Contract #1622 with Harper Houf Peterson Righellis, Inc. for the Roadway Design Plans for D-Street. This amendment would add \$138,180 for a total contract value not to exceed \$839,218. This is funded through the North Clackamas Revitalization Area Urban Renewal District, no general funds are involved.

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

D. Business & Community Services

1. Enterprise Zone Five Year Abatement Agreement with Moses Lake Industries, the City of Milwaukie and the City of Gladstone. The county will forego \$14,910 over a five year period for the tax abatement.

***E. Tourism & Cultural Affairs**

- *1. Execution of the funding agreement with the Clackamas County Arts Alliance (CCAA) as approved in the FY20/21 Budget. A payment in the amount of \$254,455 will be issued to Clackamas County Arts Alliance, it was included and approved in the FY20/21 budget and will include general funds.

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

III. COUNTY ADMINISTRATOR UPDATE

IV. 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>

March 11, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for a Revenue Agreement with CareOregon for Dental Health Expansion

Purpose/Outcomes	The purpose of this agreement is to increase number of new patients, increase number of CareOregon member visits, increase the number of patients with diabetes to receive dental services, and ensure members in need of care coordination and outreach receive dental services.
Dollar Amount and Fiscal Impact	CareOregon will pay Clackamas County up to \$3.00 per member per month based on improvement of the stated goals.
Funding Source	No County funds. CareOregon PMPM & Incentive revenue payments
Duration	January 1, 2021 – December 31, 2021
Previous Board Action	Previous Board Action on April 19, 2018 Agenda item – A4: 041918-A4, November 29, 2018 Agenda item - A5: 112918-A5, and November 12, 2020 Agenda item A3: 111220-A3.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities by increasing the number of new dental patients as well as increase the number of preventive services provided to children.
Counsel Review	<ol style="list-style-type: none"> 1. February 9, 2021 2. KR
Procurement Review	<ol style="list-style-type: none"> 1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. Original contract amount was direct procurement.
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	8763_04

BACKGROUND:

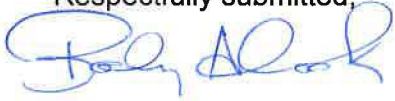
Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Amendment #4 to a Revenue agreement with CareOregon for the Dental Home Payment Model. This amendment is an incentive to increase the number of new patients, increase the number of visits by CareOregon members, increase the number of patients with diabetes to receive dental services, and increase the number of preventative services provided to children. CCHCD will be compensated based on the payment model for patients receiving dental care. CCHCD will received up to \$3.00 per member per month (PMPM) based on meeting the improvement goals. CCHCS will also be eligible for additional bonus incentive payment.

There is no maximum dollar value assigned to this agreement as it is based on number of members assigned and goals reached. Amendment #4 is effective January 1, 2021 and will terminate December 31, 2021. This agreement is retro-active due to receiving from CareOregon on February 8, 2021.

RECOMMENDATION:

Staff recommends approval of this amendment.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Rodney A. Cook". The signature is stylized with a large initial "R" and "A".

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

#8763_04

**CareOregon
Letter of Agreement**

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County, by and through its Health, Housing and Human Services Department, Health Centers Division (Provider) for the period of January 1, 2021 to December 31, 2021, unless otherwise terminated as stipulated herein, and sets forth the understandings and commitments concerning funding and administration of the Dental Program Payment Incentive Program (“Program”). For purposes of this Agreement, CareOregon and Provider may each be referred to individually as a “Party” and collectively as the “Parties”.

Project: 2021 Dental Program Payment Incentive
Provider Contact: Deborah Cockrell
E-mail: dcockrell@co.clackamas.or.us

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

[CC: paymentmodel@careoregon.org](mailto:paymentmodel@careoregon.org)

I. Recitals:

- A. CareOregon is an entity sub-contracted with Health Share of Oregon (HSO), a certified Coordinated Care Organization (CCO) that has entered a Health Plan Services, CCO Contract and Cover All Kids Health Plan Services Contract (intentionally referred to in the singular as the “CCO Contract”), with the state of Oregon, acting by and through the Oregon Health Authority (“OHA”).
- B. As a subcontractor of HSO, CareOregon provides health plan functions for HSO, as contracted for in the CCO Contract, whereby CareOregon serves HSO Members enrolled in the Oregon Health Plan (“OHP”).
- C. CareOregon is an entity sub-contracted with CareOregon Advantage (COA), a Medicare Advantage plan contracted with the Centers for Medicare and Medicaid Services (CMS).
- D. Provider is contracted with CareOregon under a distinct and separate Provider Services Agreement, whereby Provider provides certain dental health services to eligible Members enrolled in OHP. As stipulated in the Provider Services Agreement, Provider is subject to all the laws, rules, regulations, and contractual obligations that apply to OHP.
- E. The Parties desire to contract with one another such that CareOregon provides financial support and incentives to Provider for meeting certain utilization and quality metrics as further described herein, all pursuant to the terms and conditions of this Agreement. Both

Parties acknowledge funding provided pursuant to this Agreement is separate from any of CareOregon's other funding.

II. Program Description:

CareOregon's 2021 Dental Program Payment Incentive Program ("Program") is an alternative payment model designed to provide financial incentives to Provider based on certain metrics as further stipulated for herein. The intent of this Program is to increase Member visits and utilization of Covered Services while also improving the overall quality of dental health for eligible OHP Members. For purposes of this Agreement, "Members" shall mean a Member enrolled in OHP and eligible to receive services under this Program.

III. Program Objectives:

The goals of the alternative payment program are to:

- a. Increase the number of new patients and unique dental users.
- b. Increase the number of member visits – including teledentistry visits.
- c. Increase the number of patients with diabetes who receive dental services.
- d. Increase the number of preventive services provided to children.

Now, therefore, in consideration of the mutual covenants and conditions set forth and in exchange for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following;

IV. Payment and Terms:

- A. CareOregon will pay Provider a per member per month ("PMPM") rate no greater than \$3.00 PMPM and, when appropriate, an Incentive Payment as further defined in Exhibit A.
 1. The PMPM rate shall be calculated using the total number of Members accounted for on the fifteenth (15th) day of each month in the calendar year of 2021.
- B. Provider agrees that any payment provided by CareOregon in association with this Agreement shall be used exclusively to meet the Program Objectives for this Program and only a maximum of five (5) percent of payment received pursuant to this Agreement shall be used by Provider for indirect costs associated with this agreement.
- C. Provider agrees to use payments received pursuant to this Agreement on quality-related activities for oral health with the goal of working towards improving identified oral health Quality Measure targets, as defined in Exhibit A, or to expand oral health capacity and/or access. Provider will submit a written proposal by March 31, 2022 outlining planned activities for review and approval by CareOregon prior to the release of the payment, which approval shall not be unreasonably withheld.
- D. Provider agrees this payment is for the time period outlined above only and does not imply or guarantee ongoing funding. Any and all costs incurred by Provider which are not eligible for payment under this Agreement shall be the sole obligation of Provider. In addition, CareOregon is under no obligation to pay for or participate in any cost increases, change orders, cost overruns, or additional Program expenses of any kind.

- E. Provider agrees to provide their Member outreach and engagement plan, if requested, to CareOregon Dental within 30 days of request.
- F. Provider agrees that member materials containing logos or brands of other CCOs or dental plans shall not be distributed to CareOregon Dental members without written consent from CareOregon.
- G. **Reporting Requirements.** Provider agrees to submit access reports for third next available appointment, by individual clinician, and clinic-level access and capacity reports by appointment type to CareOregon Dental weekly. This data is due by Tuesday each week.

V. General Provisions:

A. Term. This Agreement commences on January 1, 2021 ("Effective Date") and shall remain in effect through December 31, 2021 ("Termination Date") unless otherwise terminated as stipulated herein.

B. Termination:

1. Should Provider's participation in the CareOregon Provider Agreement terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the period outlined above.
2. Either Party can terminate this Agreement without cause upon providing thirty (30) days prior written notice to the other Party.
3. Without prejudice to any other remedies available to it at law, either Party shall have the right to terminate this Agreement at any time for cause upon written notice to the other Party.
 - a. For purposes hereof, cause is defined as: (1) the inability to perform the responsibilities hereunder or incompetence demonstrated in performance of responsibilities under this Agreement; (2) reasonable belief that the Principals, defined as an officer, director, owner, partner, agent, employee, subcontractor, contractor, person with management or supervisory responsibilities, or other representative of either Party, or representative(s) of either Party actively participating in performing the responsibilities hereunder have violated any applicable laws, rules, or regulations; (3) fraud, dishonesty, substance abuse, or personal conduct of either Party or its Principals which may harm the business and/or reputation of either Party; (4) reasonable belief that the health, safety, or welfare of a Member or Principal of either Party is threatened; (5) the termination of Provider's Health Care Services Agreement with CareOregon; and (6) a material breach.
 - b. In addition to permitting termination of this Agreement, a material breach committed by Provider shall entitle CareOregon to suspend or recoup all payments made to Provider pursuant to this Agreement and shall entitle CareOregon, at its election, to suspend Provider's participation in any and all CareOregon programs until such time as all material breaches are cured to CareOregon's satisfaction.

4. This Agreement shall immediately terminate, as appropriate, in the event the services provided pursuant to this Agreement are determined to be funded through a duplicative alternative payment program's revenue source.
5. Unless prohibited by law, this Agreement may be terminated, in whole or in part, by CareOregon whenever and for any reason CareOregon determines that such termination is in the best interest of CareOregon, the community it services, or the Members it serves.
6. The Party initiating the termination, under any circumstance, shall render written Legal Notice of termination to the other Party and must specify the provision of this Agreement giving the right to termination, the circumstances giving rise to termination, and the date on which such termination is proposed to become effective.
7. Upon Termination under any circumstance, any payments not yet made by CareOregon to Provider shall not be made and any remaining balance of payments disbursed to Provider under this Agreement that have not been used for, or committed to, the Program prior to termination must be refunded and repaid-promptly to CareOregon. Provider understands and agrees that CareOregon will not be liable for, nor shall payments be made or used for, any services performed after the date of Termination.

C. Representations and Warranties.

1. **General Warranty.** Provider represents and warrants that Provider and its Principals possess the knowledge, skill, experience necessary to perform the services contemplated under this agreement and will perform such services in a timely manner and with the maximum reasonable degree of quality, care, and attention to detail.
2. Provider expressly represents and warrants to CareOregon that Provider is eligible to participate in and receive payment pursuant to this Agreement. In so doing, Provider certifies by entering into this Agreement that neither it nor its Principals are: (1) placed on the Tier Monitoring System by CareOregon's Peer Review Committee;(2) have documented contract and/or compliance issues; or,(3) are presently declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency.
3. Should it be determined that Provider was ineligible to receive payments from CareOregon pursuant to this Agreement, Provider expressly agrees to promptly repay all such payments disbursed to it under this Agreement.
4. If Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues, all funding associated with this Agreement will be discontinued until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue(s) to CareOregon's satisfaction. Any discontinued funding that has been withheld will not be disbursed.

D. Confidentiality and Marketing.

1. During performance of this Agreement, Provider may be given access to information that relates to CareOregon's business activities, products, services, personally identifiable employee information, or protected health information ("PHI") of Members. All such information shall be deemed "Confidential Information". Provider may use the

Confidential Information only in connection with the specific duties authorized pursuant to this Agreement. Provider agrees to protect the confidentiality of all Confidential Information, abide by the Confidentiality provisions within the Provider Services Agreement between CareOregon and Provider, and specifically safeguard the health information of Members.

2. **HIPAA and HITECH.** Both Parties agree to implement and maintain systems that protect PHI, as required by HIPAA and HITECH.
 3. Provider agrees to notify CareOregon of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof.
 4. In addition to the above, both Parties agree that all negotiations and related documentation will remain confidential and that no press, news releases, or other publicity release or communication to the general public concerning the obligations contemplated herein will be issued without providing a written copy of the communication to the other Party and receiving the other Party's prior to seek written approval, unless applicable law requires such disclosure-In addition, both Parties agree that they must obtain written permission prior to using the other Party's name, trade name, image, symbol, design, or trademark in any marketing, advertising, or promotional campaign in any medium or manner. Email approval by CareOregon or the Provider Contact will suffice as written approval.
 5. The terms of this Section D. apply to any of Provider's Principals as defined supra and it is Provider's responsibility to assure that all such Principals comply with all such requirements. In addition, the terms of this Section shall survive the expiration or termination of this Agreement.
- E. Force Majeure:** Neither Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence provided such Party gives notice to the other Party, as soon as reasonably practicable, specifying the nature and particulars therefore and the expected duration thereof. Failure of a Party to give notice shall not prevent such Party from relying on this Section except to the extent that the other Party has been prejudiced thereby. Notwithstanding the foregoing, any dates and obligations specified in this Agreement shall be subject to change, without liability on either Party, based on the current information available concerning COVID-19.
- F. Amendments and Waivers.** No amendment, modification, discharge, or-waiver of this Agreement-shall be valid or binding without prior written consent (which shall not be unreasonably withheld) of the Party against whom enforcement of the amendment, modification,-discharge, or waiver is sought. A waiver or discharge of any of the terms and conditions hereof shall not be construed as a waiver or discharge of any other terms and conditions hereof.
- G. Contact.** Provider agrees that the Provider Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays. Provider will notify CareOregon if the Provider Contact changes.

- H. Insurance.** Provider agrees to maintain at all times during this Agreement and at their own cost and expense, commercial general liability insurance, errors and omissions insurance, and workers compensation insurance coverage in amounts standard to its industry. If the Oregon Tort Claims Act is applicable to either CareOregon or the Provide, this section is modified by its terms.
- I. Indemnity; Defense.** Each party agrees to waive any claims, losses, liability, expenses, judgements, or settlements (referred to herein as "Claims") against the other Party for any claims arising out of or related to Services under this Agreement which result from the non-waiving Party's own negligence. Further, each party hereby agrees to defend, indemnify and hold harmless the other party, its officers, directors, and employees from and against third party claims, loss, liability, expense, judgements or settlement contribution arising from injury to person or property, arising from negligent act or omission on its part or its officers, directors, volunteers, agents, or employees in connection with or arising out of: (a) services performed under this Agreement, or (b) any breach or default in performance of any such party's obligations in this Agreement including, without limitation, any breach of any warranty or representation. In the event that either party, its officers, directors, or employees are made a party to any action or proceeding related to this Agreement then the indemnifying party, upon notice from such party, shall defend such action or proceeding on behalf of such party at the indemnifying party's sole cost and expense. Each party shall have the right to designate its own counsel if it reasonably believes the other party's counsel is not representing the indemnified party's best interest. Indemnification duties under this Agreement shall be at all times limited by the tort claim limits provided in the Oregon Tort Claims Act and the Oregon Constitution.
- J. Compliance and Licensure.** Provider and CareOregon shall, at all times during the term of this Agreement comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force any licenses and obtain applicable permits and consents required for performance of services under this Agreement. The Parties shall provide to each other copies of such applicable current valid licenses and/or permits upon request. The Parties represent and warrant that, to the best of their knowledge, officers, directors, employees, subcontractors, agents and other representatives are not excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320-a7b (f), and to their knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each party agrees to notify the other of the commencement of any such exclusion or investigation with seven (7) business days of first learning of it. The parties represent that it and its employees are not excluded from Federal healthcare programs and is not included in the Office of Inspector General (OIG) and General Services Administration (GSA) exclusion lists. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all work pursuant to this Agreement. The parties shall have the right to immediately unilaterally terminate this Agreement upon learning of any such exclusion and shall keep each other apprised of the status of any such investigation.
- K. Relationship of the Parties.** CareOregon and Provider are independent entities who are contracting with each other solely for the purpose of effecting the provisions of this

Agreement for services. No provision of this Agreement is intended to create nor shall be construed to create an employment, agency, joint venture, partnership, or any other business or corporate relationship between the Parties hereto other than that of independent contractors.

- L. No Third-Party Benefit.** This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligation that may be possessed by such third party.
- M. Assignment or Delegation.** Except as otherwise specifically provided for herein, the Parties shall not assign or delegate any or all of their rights or responsibilities under this Agreement without the prior written consent of the other party.
- N. Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Agreed to on behalf of Provider:

Agreed to on behalf of CareOregon, Inc.:

Signature

Signature

Name: _____

Name: Eric C. Hunter

Title: _____

Title: Chief Executive Officer

Date: _____

Date: _____

Exhibit A

2021 Dental Home Payment Model Quality Measures

I. Quality Measure PMPMs and Targets. Provider clinics must meet a 2021 year-end performance improvement target to receive the designated PMPM amount for each Quality Measure as defined below.

PMPM Rate	Quality Measure	2021 Clinic Target
\$0.34	Dental Service – Children	2019 final clinic performance with a minimum of 33% and a benchmark of 60%
\$0.66	Dental Service – Adults	2019 final clinic performance with a minimum of 27% and a benchmark of 40%
\$1.00	Dental Service – Members with Diabetes	30.0%
\$1.00 Must meet both measures to achieve PMPM	Prevention Services - Children age 1-5	3% above Health Share of Oregon 2021 target
	Prevention Services - Children age 6-14	3% above Health Share of Oregon 2021 target
\$3.00	Total combined potential PMPM for all Quality Measures	

II. Quality Measure Specifications: The below specifications are used for 2021 year-end performance for each Quality Measure.

Quality Measure	Specification Notes
Dental Service – Adult	Numerator: Any dental claim/service Denominator: Assigned adult members (age 21 and older on 12/31/21), enrolled and assigned to CareOregon Dental for a continuous 90 days or more during the 2021 calendar year.
Dental Service – Children	Numerator: Any dental claim/service Denominator: Assigned child members (age 1 through 20 on 12/31/21), enrolled and assigned to CareOregon Dental for a continuous 90 days or more during the 2021 calendar year.
Dental Service – Members with Diabetes	Numerator: Any dental claim that contains CDT code D1050, D0120 or D0180 Denominator: Assigned adult members with diabetes as defined by the OHA metric specifications, provided to partners monthly and assigned to CareOregon Dental for a continuous 365 days with no more than one gap in enrollment of up to 45 days during the 2021 calendar year.
Prevention Services – Children age 1-5	Numerator: Any dental claim that includes CDT codes D1000-D1999

	Denominator: Assigned child members (age 1 through 5 on 12/31/21), enrolled and assigned to CareOregon Dental for a continuous 180 days or more during the 2021 calendar year.
Prevention Services – Children age 6-14	Numerator: Any dental claim that includes CDT codes D1000-D1999 Denominator: Assigned child members (age 6 through 14 on 12/31/21), enrolled and assigned to CareOregon Dental for a continuous 180 days or more during the 2021 calendar year.

III. Incentive Payments:

- A. CareOregon will pay Provider \$500 for each Department of Human Services (DHS) child that receives a dental assessment within 60 days of placement by DHS (2021 OHA CCO Incentive Measure specifications).
 - a. DHS children that meet the CCO Incentive Measure on claims in the 30-days prior to placement by DHS will be excluded from incentive payment.
- B. CareOregon will pay Provider \$100 for each member that CareOregon Dental staff supplies to the clinic for care coordination, via the care coordination list during 2021, that completes a visit within 30 days of notification.



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #2 to Contract #1622 with
Harper Houf Peterson Righellis, Inc. for the
Roadway Design Plans for D-Street

Purpose/Outcomes	Execution of Contract #1622 Amendment #2 allows the consultant to complete the design for the D-Street project
Dollar Amount and Fiscal Impact	The original contract amount was \$623,898.00. Amendment #1 added \$77,140.00, and Amendment #2 adds \$138,180 for a total contract value not to exceed \$839,218.00
Funding Source	Clackamas County Development Agency: North Clackamas Revitalization Area Urban Renewal District – no County General Funds are involved.
Duration	Project is anticipated to be completed by April 30, 2021.
Previous Board Action	This item was discussed at Issues session on 3/2/2021 06/20/2019: BCC Approval of original contract as a result of RFP 2019-17.
Strategic Plan Alignment	This project will build and provide strong Infrastructure
Procurement Review	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
Counsel Review	Reviewed Date: 2-25-2021; ARN
Contact Person	David Queener, Development Agency Program Supervisor 503.742.4322

Background:

Harper Houf Peterson Righellis, Inc. (HHPR) is under contract to design two new roadways near the Fuller Station Park and Ride. The original scope of work (SOW) outlined specific parameters in which the design should follow. As the design progressed, it became apparent that some additional work would be needed in order to meet updated standards and requirements of Water Environment Services (WES). Additional coordination with a new development to be constructed adjacent to the project was also required. The contract scope and fee must be amended to include the following:

Additional stormwater design was necessary in order to expand the area needed to capture and treat runoff. This was required by WES after they determined that their existing downstream facilities were inadequate. The additional cost incurred to comply with these new WES requirements was \$91,540.

The original SOW contemplated two right of way files; four were ultimately required. Trimet also decided to dedicate directly to the County a portion of their property for the project, which required review and coordination. The cost for these additional services was \$28,940.

The SOW required coordination with a new development that will be constructed adjacent to the road project. Originally, development contractor was to install a new water line ahead of our road construction due to their need to have water. The timing of their construction changed and it now made more sense for us to install the line from an efficiency and warranty perspective. The cost to incorporate this design into our bid package was \$9,480.

Additional surveying services to prepare and record a plat related to the project that was not originally contemplated. The cost for this additional work was \$8,220.

Procurement Process:

This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment. Amendment #2 is a 22.15% increase to the original contract.

Recommendation:

Staff respectfully recommends that the Board approve and execute Amendment #2 for the contract with Harper Houf Peterson Righellis, Inc. for the Roadway Design Plans for D-Street Project.

Sincerely,

David Queener

David Queener
Development Agency Program Supervisor

Placed on the BCC Agenda _____ by Procurement and Contract Services

AMENDMENT #2
TO THE CONTRACT DOCUMENTS WITH HARPER HOUF PETERSON RIGHELLIS, INC.
FOR ROADWAY DESIGN PLANS FOR D-STREET (2019-17)
Contract #1622

This Amendment #2 is entered into between **Harper Houf Peterson Righellis, Inc.** (“Contractor”) and Clackamas County Development Agency (“County”) and shall become part of the Contract documents entered into between both parties on **June 20, 2019** (“Contract”).

The Purpose of this Amendment #2 is to make the following changes to the Contract:

1. ARTICLE I, Section 1. **Effective Date and Duration** is hereby amended as follows:
The Contract termination dates is hereby changed from September 30, 2020 to **April 30, 2021**. County and Contractor acknowledge that Work may have been performed after September 30, 2020 and by execution of this Amendment #2, the County hereby approves and ratifies Work performed after September 30, 2020. The County reserves all rights, remedies, claims and causes of action if may have with respect to previously performed Work.
2. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:
Supplemental to the original Scope of Work, County requested additional Work be performed under Task 9: Additional Design Services. The supplemental Scope of Work is attached as **Exhibit H** (“Supplemental Work”), and hereby incorporated by reference.
3. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
The Compensation to complete the Supplemental Work shall not exceed the sum of **\$138,180.00**. Compensation for the Supplemental Work shall be made pursuant to the terms of the Contract and the fee schedule attached hereto as **Exhibit I** and incorporated by this reference herein. The total Contract Compensation shall not exceed \$839,218.00.

ORIGINAL CONTRACT	\$ 623,898.00
AMENDMENT #1	\$ 77,140.00
<u>AMENDMENT #2</u>	\$ 138,180.00
TOTAL AMENDED CONTRACT	\$ 839,218.00

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 #2, effective upon the date of the last signature below.

Harper Hauf Peterson Righellis, Inc.

Daniel S Houf Digitally signed by Daniel S Houf
DN: C=US, E=Dan@hhpr.com,
O=Harper Hauf Peterson Righellis Inc,
CN=Daniel S Houf 2/25/21

Authorized Signature Date

Daniel S. Houf/President

Printed Name

Clackamas County

Chair

Recording Secretary

Date

Approved as to Form

Andrew Naylor Digitally signed by Andrew
Naylor
Date: 2021.02.25 09:29:58
-08'00' 2/25/2021

County Counsel

Date

EXHIBIT H
SUPPLEMENTAL SCOPE OF WORK

D-Street Re-Alignment Project

Contract Amendment No. 2 for Additional Design and Construction Services

Harper Houf Peterson Righellis Inc.

January 18, 2021

Task 9: Additional Design Services

The County requested additional design services from HHPR in order to include other necessary improvements in the immediate project area. This included the following:

- A. Design to incorporate water quality treatment on site for Tri-Met to comply with WES plan review. Original plan was to relocate underground infiltration chambers. Additional analysis and plan submittals required to gain WES approval and updating bid documents twice.
- B. Design of additional storm facilities in Con Battin per WES review comments and additional design and analysis of the storm system in Fuller Road. Additional analysis and plan submittals required to gain WES approval and updating bid documents twice.
- C. Two additional ROW appraisals and acquisition files for the project including a secondary appraisal on one file. Additional legal descriptions and property impact maps and field staking of easements. Review Tri-Met legal descriptions for dedication of Fuller Station files per County ROW request.
- D. Water line design extension design north of D-Street within Fuller Station Development as part of the interim water package.
- E. Additional survey services for the project.

**EXHIBIT I
FEE SCHEDULE**

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, February 4, 2021 - 10:00 AM

Virtual Meeting via Zoom and in Person

PRESENT: Chair Tootie Smith
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

***** WILDFIRE UPDATE**

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

Nancy Bush gave update

~Board Discussion~

1. Approval of Intergovernmental Agreement (IGA) with the State of Oregon for County Right-of-Way (ROW) Hazard Tree Removal and Private Property Debris Removal (PPDR).

~Board Discussion~

Commissioner Shull: "I move for Approval of Intergovernmental Agreement (IGA) with the State of Oregon for County Right-of-Way (ROW) Hazard Tree Removal and Private Property Debris Removal (PPDR)"

Commissioner Schrader: Second
the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

*****COVID Updates**

~Board Discussion~

I. PUBLIC COMMUNICATION

Chair Smith opened for public comment

In Person:

Carla Plethlca – Restaurant Closure

Michelle Husted – Closures for COVID

Via Zoom:

Bill Markt – West Linn – Stafford Hamlet

Laurie Kimmel – House Bill 2239 – Veterans Treatment Court

Cris Waller – Commissioner Shull

Michael Proxy – Represented County Employee – Commissioner Shull

Angela Nylund – Boring – Vaccinations for Seniors

Deborah Otenburg – Oregon City – Commissioner Shull

Jamie Mathis – Milwaukie – Commissioner Shull

Anna – Commissioner Shull, Chair Smith

Connie Lee – Lake Oswego – Commissioner Shull, Chair Smith – Republican Resolution
Christine Kennedy – Commissioner Shull
Oksana MB – Clackamas County – Support of Commissioner Shull
Drew McKenzie – Wilsonville – Chair Smith
Bill Wehr – Damascus – Article from Forbes 1/28/2021 Death of a City
Phone Number 4400 –Mitra and Wren – Commissioner Shull
Yvonne Lazarus – Support of Commissioner Shull

Chair Smith closed public comment

II. CONSENT AGENDA <https://www.clackamas.us/meetings/bcc/business>

A. TOURISM AND CULTURAL AFFAIRS

1. Approval of the Lease Amendment for the Tourism Office Space in West Linn.

Christina Terwilliger read consent agenda
Commissioner Shull: I move to approve the Consent Agenda
Commissioner Schrader: Second
Chair asked for the Clerk called the Poll
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Commissioner Shull: Aye.
Chair Smith: Aye –the motion carries 5-0.

Chair Smith: I will now announce the Board will adjourn as the Development Agency and Convene as Water Environment Services for the next matter.

III. WATER ENVIRONMENT SERVICES CONSENT AGENDA

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

1. Approval of Contract between Water Environment Services and Apsco, LLC for the Grit and Septage Pump Replacement Project
2. Approval of a Resolution Allowing the Reduction of Interest Collected on Certain Existing Assessments for Water Environment Services

Christina Terwilliger read consent agenda
Commissioner Shull: I move to approve the Consent Agenda
Commissioner Schrader: Second
Chair asked for the Clerk called the Poll
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Commissioner Shull: Aye.
Chair Smith: Aye –the motion carries 5-0.

Chair Smith: I will now announce the Board will Recess as the Water Environment Services and Reconvene as Board of Commissioners for the remainder of the meeting.

IV. COUNTY ADMINISTRATOR UPDATE

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

The following item was signed in accordance with Clackamas County [Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
Emergency Operations Center Disaster Management Signed by Gary Schmidt – 1-28-2021 Request for Ratification by the BCC At the 2-4-2021 Business meeting.	It is for Disaster Management, Amendment #2 to an Intergovernmental Agreement between Clackamas County and Washington County for COVID-19 Respite Shelter, as required by state law. The amendment is a time extension only, until Feb. 28, 2021. There is no additional cost. This project originally cost \$305,325 and was paid from the General Fund and reimbursed from federal CARES Act funds.

Commissioner Shull: "I move to Ratify this item"

Commissioner Schrader: Second

Chair asked for the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

V. COMMISSIONERS COMMUNICATION

PS, SF, MS, Shull, TS

Adjourned 11:59AM

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, February 11, 2021 - 6:00 PM

Virtual Meeting via Zoom and in Person

PRESENT: Chair Tootie Smith
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

***** WILDFIRE UPDATE**

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

Nancy Bush gave update

*****COVID Updates**

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

Nancy Bush gave update

~Board Discussion~

I. PUBLIC HEARINGS <https://www.clackamas.us/meetings/bcc/business>

1. Approval of a Board Order for Boundary Change Proposal CL 20-003 Annexation to Clackamas County Service District No. 1 (Ken Martin)

Chair Smith opened for public comment

No Public Comment

Chair Smith closed the public comment

~Board Discussion~

Commissioner Shull: I move we approve the Board Order for Boundary Change Proposal CL20-003 Annexation to Clackamas County Service District No. 1.”

Commissioner Schrader: Second

Chair asked for the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

2. Approval of a Board Order for Boundary Change Proposal CL 20-004 Annexation to Clackamas County Service District No. 1 (Ken Martin)

Chair Smith opened for public comment

No Public Comment

Chair Smith closed the public comment

~Board Discussion~

Commissioner Shull: I move we approve the Board Order for Boundary Change Proposal CL20-004 Annexation to Clackamas County Service District No. 1.”

Commissioner Fischer: Second

Chair asked for the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.
Commissioner Shull: Aye.
Chair Smith: Aye –the motion carries 5-0.

II. CONSENT AGENDA <https://www.clackamas.us/meetings/bcc/business>

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Grant Agreement #168033 with the State of Oregon, Acting by and through its Oregon Health Authority, for Crisis Counseling Program Services – Behavioral Health
2. Approval of an Intergovernmental Agreement with the City of Canby and the Community Development Division for ADA Ramp Improvements Project – Community Development
3. Approval to accept a grant award with the Bureau of Justice Assistance (BJA) for Adult Drug Court and Veterans Treatment Court Discretionary Grant Program – Health Centers
4. Approval to Apply for a Continuation Grant for Oregon Department of Transportation 5311 Rural Formula Funds for Operations Funding for Mt. Hood Express – Social Services

B. Department of Transportation & Development

1. Approval of a Cooperative Improvement Agreement with the Oregon Department of Transportation for the Clackamas Regional Center Mobility Improvement Project

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

D. Technology Services

1. Approval for Amendment #2 to the Service Level Agreement with Metro Area Joint CAD System for a dark fiber connection from CBX Tri-city hub to Clackamas County 911 Communications.
2. Approval for a Service Level Agreement between Clackamas Broadband eXchange and the Lake Oswego School District for dark fiber services.
3. Approval for a Service Level Agreement between Clackamas Broadband eXchange and Lightspeed Networks for a dark fiber connection.

E. Department Human Resources

1. Approval of a Contract with Mercer Health and Benefits, LLC for the Employee Benefits Broker - Procurement

F. Disaster Management

1. Amendment No. 1 to the Contract between Tetra Tech Inc., for Debris Monitoring and Management Services. The Amendment authorizes up to \$228,000. The proposed task order permits up to \$182,820 for debris monitoring services through August 15, 2021. Clackamas County expects to receive a 75% cost share in Stafford Act Public Assistance reducing the County's net cost for service to \$45,700 for the task order, and up to \$57,000 if the fully authorized amount is spent.

Christina Terwilliger read consent agenda

Commissioner Shull: I move to approve the Consent Agenda

Commissioner Schrader: Second

Chair asked for the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

III. NORTH CLACKAMAS PARKS & RECREATION DISTRICT CONSENT AGENDA

REMOVED 1. Approve Trail Easement Agreement Granted by Pedcor Investments to North Clackamas Parks and Recreation to provide for a Portion of the Future Phillips Creek Trail.

IV. PUBLIC COMMUNICATION

All Via Zoom:

1. Cris Waller – Commissioner Shull
2. Ashley Carroll – Commissioner Shull
3. Clair Klock – Clackamas County – Water Conservation District HB3092
4. Jairaj Singh – Commissioner Shull
5. Elvis Clark – Milwaukie – Property tax levy (children’s safety levy)
6. Michael – Proxy of a County Employee – Commissioner Shull/ Commissioner Smith and Ramie Well/John Wells
7. Elie Cole – Clackamas County Commissioner Shull
8. Mitra Anoushirvani – Clackamas County Commissioner Shull
9. Sarah Zager – Milwaukie - Commissioner Shull Public Comment
10. Jane London – Milwaukie – Commissioner Shull
11. Yvonnee Lazarus – Shull Budget committee
12. Ana Tijerina Esquino – COVID Transmission – Commissioner Shull
13. Les Poole – Evening Meetings and Public Comment
14. Cornelia Gibson – Wilsonville – Commissioner Shull
15. Willi Poinsette – Lake Oswego – Commissioner Shull
16. Seemab Hussaini– Clackamas County – Commissioner Shull
17. Sahara – Public Comment
18. Drew Mackenzie – Wilsonville - Commissioner Shull

V. COUNTY ADMINISTRATOR UPDATE

VI. COMMISSIONERS COMMUNICATION

Shull, PS, SF, MS, TS

Adjourned 8:01 PM

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, February 18, 2021 - 10:00 AM

Virtual Meeting via Zoom and in Person

PRESENT: Chair Tootie Smith
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

***** Weather UPDATE**

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

Nancy Bush gave update

~Board Discussion~

Greg Geist also gave update

~Board Discussion~

***** WILDFIRE UPDATE**

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

Nancy Bush gave update

~Board Discussion~

***** COVID Updates**

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

Nancy Bush gave update

~Board Discussion~

*1. Approval of an Addendum No 7 to Board Order No. 2020-14 Declaring a Local State of Emergency and Declaring Emergency Measures

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

Stephen Madkour presented

~Board Discussion~

Commissioner Fischer: "I move for Approval the COVID-19 Emergency Declaration extension"

Commissioner Shull: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

I. CONSENT AGENDA <https://www.clackamas.us/meetings/bcc/business>

A. Health, Housing & Human Services

1. Approval for a Revenue Agreement with CareOregon for financial support for Dental Services at the new Sandy Health Clinic, CareOregon will play Clackamas County #391,389. No County General Funds are involved. – *Health Centers*

2. Approval of a Federal Subrecipient Grant Amendment #1 with AntFarm, Inc to provide a part-time drug and alcohol Youth Peer Support Specialist for Rural Clackamas County in Sandy and Estacada. Amendment adds \$32,750.48 for a total award amount of \$552,750.48. No County General Funds are involved. – *CFCC*
 3. Approval of a Subrecipient Agreement Emergency Shelter Grant (ESG CV2) with Clackamas Women’s Services to Provide Rapid Rehousing and Shelter Services. Emergency Solutions Grant CARES Act funds of \$302,500. No County General Funds are involved. – *Community Development*
 4. Approval of a Subrecipient Agreement Emergency Shelter Grant (ESG) funds with Parrott Creek Child and Family Services, Inc. to provide Rapid Rehousing Services. Emergency Solutions Grant CARES act funds of \$10,000. No County General Funds are involved. – *Community Development*
 5. Approval of a Subrecipient Agreement Emergency Shelter Grant (ESG CV2) funds with Clackamas County Children’s Commission to provide Rapid Rehousing Services. Emergency Solutions Grant CARES Act funds of \$93,500. No County General Funds are involved. – *Community Development*
 6. Approval of a Federal Subrecipient Grant Agreement with Northwest Housing Alternatives for Emergency Shelter Services. Federal Department of Homeland Security Emergency Food and Shelter program grants funds of \$24,521. No County General Funds are involved. – *Social Services*
- B. Technology Services**
1. Approval for a Service Level Agreement between Clackamas Broadband eXchange and Wholesail Networks LLC for dark fiber connection in West Linn. Wholesail Networks will pay a fee of \$19,200 for the fiber expansion and an annual recurring fee of \$3,060.
- C. Elected Officials**
1. Approval of a Funding Agreement with Clackamas Workforce Partnership for the Construction Career Pathways Program (C2P2) \$50,000 is through Lottery Funding. - *BCC*
- D. Finance Department**
1. Approval of a Resolution in the Matter of Approving Use of Bond Premium and Interest Dollars for C800’s Project Contingencies. \$4.5 Million from 2016 Go Bond Premiums and Related Interest.

Christina Terwilliger read consent agenda

Commissioner Shull: I move to approve the Consent Agenda

Commissioner Schrader: Second

Chair asked for the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

II. PUBLIC COMMUNICATION

Via Zoom:

Elvis Clark – In person – Milwaukie – Sheriff Ballot Measure

Bill Wehr – Zoom – Commissioner Shull

Alex Josephy – Zoom – Storm

Les Poole – Gladstone – Storm – VRF – Politics

Cris Waller – Clackamas County – Calling in for Rae Saxby – No statement given

Rae Saxby – Clackamas County – Commissioner Shull and State of Emergency

III. COUNTY ADMINISTRATOR UPDATE

The following item was signed in accordance with Clackamas County

[Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
Emergency Operations Center Disaster Management Signed by Gary Schmidt – 2-16-2021 Request for Ratification by the BCC At the 2-18-2021 Business meeting.	An intergovernmental agreement (IGA) between the County and the City of Lake Oswego for COVID testing and vaccine administration. The total cost is not to exceed \$150,000 and is funded through state CARES Act funding via the Local Public Health Authority. No general funds are involved. This IGA will expire on December 31, 2021.

Commissioner Shull: “I move to Ratify this item”

Commissioner Fischer: Second

Chair asked for the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

IV. COMMISSIONERS COMMUNICATION

MS, Shull, PS, SF, TS

Adjourned 11:44 AM

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, February 25, 2021 - 10:00 AM

Virtual Meeting via Zoom and in Person

PRESENT: Chair Tootie Smith
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATION<https://www.clackamas.us/meetings/bcc/business>

1. Portland General Electric on Power Outages and Restoration (Maria Pope, PGE)
PGE gave updates on power outages
~Board Discussion~

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

Nancy Bush gave update
~Board Discussion~

*****Wild Fire Updates** <https://www.clackamas.us/meetings/bcc/business>

Nancy Bush gave update
~Board Discussion~

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

Nancy Bush and Philip Mason-Joyner gave update
~Board Discussion~

II. PUBLIC HEARINGS <https://www.clackamas.us/meetings/bcc/business>

1. Five Year County Sheriff Public Safety Local Option Levy (Angie Brandenburg, Sheriff)
Sherriff Brandenburg gave update
~Board Discussion~

Chair Smith opened the Public Hearing and called in person comments first.

Elivis Clark – Milwaukie – Against
via Zoom:

Michele Veenker – Milwaukie – Pro (ish)

Dan Kraus – West Linn - Pro

Esther Nelson – Oregon City - Pro

Cassie Wilson – Boring - Against

Melissa Erlbaum – Oregon City – Pro

John Wentworth – DA – Pro

~Board Discussion~

Commissioner Schrader: “I move we approve the matter referring a Ballot Measure on
County Sheriff Public Safety Local Option Levy”

Commissioner Savas: Second

the Clerk called the Poll

Commissioner Savas: Aye.

Commissioner Schrader: Aye.
Commissioner Shull: No.
Commissioner Fischer: Aye.
Chair Smith: No –the motion carries 3-2.

2. Approval of a Resolution for a Clackamas County Supplemental Budget for Fiscal Year 2020-2021. The effect is an increase in appropriations of \$23,150,473 funding through Fund Balance, Federal and State Operating Grants, Charge for Services, and Interfund Transfers. (Sandra Montoya, Finance)

~Board Discussion~

Chair Smith opened the Public Hearing and called in person comments first.

No Public Comment

~Board Discussion~

Commissioner Shull: "I move we approve of a Resolution for a Clackamas County Supplemental Budget for Fiscal Year 2020-2021"

Commissioner Schrader: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

III. CONSENT AGENDA <https://www.clackamas.us/meetings/bcc/business>

A. Health, Housing & Human Services

1. Approval of the Area Plan for Years 2021 through 2025. Received \$1.8 million in OAA funding and \$1 Million on OPI funding– *Social Services*
2. Approval of Sub-recipient Professional Services Agreement with Outside In, Inc. for HIV Testing and Counseling Services. The maximum value to this agreement is \$22,477 funded through the State of Oregon Health Authority. No General Funds are involved. – *Public Health*
3. Approval of Change Order #4 between Clackamas County and Ankrom Moisan Associated Architect, Inc. for the Sandy Health Clinic Project. This amendment would add \$6,350 for a total contract value of \$282,601 funded through health centers fund. No General Funds are involved. – *Community Development*
4. Approval for Amendment #9 to Agreement #7462 a Revenue Agreement with CareOregon for Behavioral Health in Primary Care. This is for payment for services furnished to persons enrolled in OHP. No General Funds are involved. – *Health Centers*
5. Approval of an Intergovernmental Agreement Amendment #1 with Clackamas County Circuit Court to provide Protective Order and Support Services. This amendment will add \$79,156 for a total contract value of \$152,212 funded through US Department of Justice. No General Funds are involved. – *CFCC*
6. Approval of Amendment #17 to the IGA with the State of Oregon Acting by and Through its OHA for Operation as LPHA. Contract increased by \$1,675,709 bringing maximum value to \$13,405,871 with funding through the state. No General Funds are involved – *Public Health*
7. Approval to Apply for a Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker Services Grant. \$170,000 with funding through US Department of Justice. No General Funds are involved – *CFCC*
8. Approval of a Federal Subrecipient Grant Amendment #1 with Northwest Family Services to expand Youth Opioid Prevention & Early Screening to include Sandy and Estacada. Amendment #1 adds \$114,360.51 for a total award of \$189,360.51 with funding through US Dept of Justice. No General Funds are involved and no match is required. - *CFCC*

B. Elected Officials

1. Request by the Clackamas County Sheriff's Office to Accept a Grant from Oregon Department of Transportation for Reimbursement of Overtime Activities Related to Safety Belt Enforcement. The total grant is \$15,000 coming from Oregon Department of Transportation. (Clackamas County Sheriff's Office)
 2. Request by the Clackamas County Sheriff's Office to Accept a Grant from Oregon Department of Transportation for Reimbursement of Overtime Activities Related to Speed Enforcement. The total grant is \$20,000 coming from Oregon Department of Transportation. (Clackamas County Sheriff's Office)
 3. Approval of ORMAP (the Oregon Map) Intergovernmental Agreement Contract # DOR-310-20 between the Clackamas County Assessor's Office and the Oregon Department of Revenue for the Administration of the Ad Valorem Property Tax System. Semi Annual IGA contract is \$35,000 and is funding through the State of Oregon, The A&T Department dedicates an additional \$10,000 annually, to support the conversion of maps through quality control, new plat maintenance, plat and deed research and project management. (Assessment and Taxation)
- C. Technology Services**
1. Approval of a Service Level Agreements between Clackamas Broadband eXchange and Astound Broadband, LLC. Revenue fee of \$4,250 and a recurring annual lease fee of \$3,060.
- D. Juvenile Department**
1. Approval of an Intergovernmental Agreement with Oregon Health Authority for Behavioral Rehabilitation Services (BRS) Reimbursements. The estimated maximum annual net revenue to Clackamas County is \$273,049.
- E. Community Corrections**
1. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Willamette National Cemetery to provide Work Crew Services from February 1, 2021 through January 31, 2022. Revenue in the amount of \$27,000 from Willamette National Cemetery.

Christina Terwilliger read consent agenda

Commissioner Shull: I move to approve the Consent Agenda

Commissioner Schrader: Second

Chair asked for the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

The Board will now Recess as the Board of County Commissioners and Convene as North Clackamas Parks and Recreation District for the next consent agenda.

IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT CONSENT AGENDA

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

1. Approval of Addendum to Lease Agreement of Clackamas Elementary School Buildings and Grounds between North Clackamas Parks and Recreation District (NCPRD) and Cascade Heights Charter School. The lease agreement will have a revenue of \$127,629 and increase 5% annually.

Christina Terwilliger read consent agenda

Commissioner Savas: I move to approve the Consent Agenda

Commissioner Shull: Second

Chair asked for the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.
Commissioner Shull: Aye.
Chair Smith: Aye –the motion carries 5-0.

The Board will adjourn as the North Clackamas Parks and Recreation District and convene as the Water Environment Services Board for the next consent agenda.

V. WATER ENVIRONMENT SERVICES CONSENT AGENDA

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

1. Approval of Contract between Water Environment Services and West Consultants, Inc., for the Stream Flow and Precipitation Monitoring Project. Contract total of \$812,220.

Christina Terwilliger read consent agenda
Commissioner Savas: I move to approve the Consent Agenda
Commissioner Shull: Second
Chair asked for the Clerk called the Poll
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Commissioner Shull: Aye.
Chair Smith: Aye –the motion carries 5-0.

The Board will adjourn as Water Environment Services and reconvene as the Board of County Commissioners for the remainder of the meeting.

VI. PUBLIC COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

Chair Smith Opened Public Comment
Lori Zold – (in Person) Milwaukie – Storm Response
Cris Waller – Milwaukie – Values and County Spirit
Les Poole – Gladstone – Shull/ VRF
Connie Lee - Clackamas County – was not available at time of Public Comment
Jane Morrison – was not available at time of Public Comment
Bill Wehr – Public Comment
Tammy Stevens – was not available at time of Public Comment
Jaime Mathis – Clackamas County – Infrastructure
Yvonne Lazarus – Board
Lauren Courter – Bull Run Water
Barb Raines - Canby - was not available at time of Public Comment
Chair Smith Closed Public Comment

VII. COUNTY ADMINISTRATOR UPDATE

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

The following item was signed in accordance with Clackamas County
[Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
Emergency Operations Center Disaster Management Signed by Gary Schmidt – 2-24-2021 Request for Ratification by the BCC At the 2-25-2021 Business meeting.	It is a memorandum of agreement between the County and the North Clackamas School District for emergency/disaster related use of North Clackamas School District facilities. In this case, the facilities will be used for COVID-19 vaccinations through drive-through community clinics.

	There is no monetary value. The County will pay for expenses to ensure facilities are returned to their pre-use condition. Funding will be from CARES Act funds. No General Funds are involved.
Emergency Operations Center Disaster Management Signed by Gary Schmidt – 2-24-2021 Request for Ratification by the BCC At the 2-25-2021 Business meeting.	It is an Intergovernmental Agreement between the County and Clackamas County Fire District #1 for COVID-19 vaccine administration through community clinics. The value is \$150,000 and is funded through state CARES Act allocations via the Local Public Health Authority. No General Funds are involved.

Commissioner Savas “I move to Ratify these items”

Commissioner Fischer: Second

Chair asked for the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

VIII. COMMISSIONERS COMMUNICATION

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

SF, MS, Shull, PS, TS

Adjourned 1:04 PM



March 11, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Enterprise Zone Five Year Abatement Agreement with Moses Lake Industries, The City of
Milwaukie and the City of Gladstone

Purpose/Outcomes	Approval of Enterprise Zone five year abatement agreement with Moses Lake Industries, the City of Milwaukie and the City of Gladstone.
Dollar Amount and Fiscal Impact	The abated tax estimate that the County will forego is \$14,910 over a five year period.
Funding Source	Moses Lake pays an application fee in the amount of \$987.30 for their participation in the Enterprise Zone Program. There is no other funding for/from this agreement.
Duration	This agreement extends the standard three-year abatement to a total of five years.
Strategic Plan Alignment	<ul style="list-style-type: none"> Approval of this agreement aligns with the County’s goal to <i>grow a vibrant economy</i> by increasing the amount of dollars spent by the company and their employees in the community. Approval of this agreement aligns with the BCS strategic goal to <i>create living wage jobs</i> as the company will be adding 2-3 jobs at 150% of the County average wage.
Previous Board Action	Policy session was held on February 22, 2021. The Board approved the agreement to move forward for signature.
Counsel Review	November 16, 2020, ARN
Contact Person	Cindy Moore, Coordinator, Business & Community Services, Economic Development Division cmoore@clackamas.us

BACKGROUND:

Business & Community Services Economic Development has been working with Moses Lake Industries in Milwaukie on an expansion of their facility. They have submitted an Enterprise Zone application requesting the five year abatement option allowed under the Enterprise Zone program, which is considered an extended abatement, in comparison with the standard three year abatement. If approved, they will have their tax abated for the investments listed in the application for an additional two years beyond the standard format.

Since the facility is located in the North Urban Clackamas County Enterprise Zone, all zone sponsors and the company need to approve the agreement. The three zone sponsors include the City of Gladstone, the City of Milwaukie and Clackamas County. Even though the facility is physically located in Milwaukie, all sponsors must approve in order to move forward as they are part of the zone. The Milwaukie City Council approved this item on their agenda for January 19, 2021, and the Gladstone City Council approved this item on their agenda on February 9, 2021.

The Board of County Commissioners held a policy session on this agreement on February 22, 2021 and approved this agreement to move forward for signature at a future Business meeting.

RECOMMENDATION:

Approval of the Enterprise Zone extended abatement agreement with Moses Lake Industries, the City of Milwaukie and the City of Gladstone.

Respectfully Submitted,

Laura Zentner

Laura Zentner, BCS Director

ATTACHMENTS:

Moses Lake Industries – extended abatement agreement

Written agreement with the North Urban Clackamas County enterprise zone sponsor to extend property tax exemption for an additional two years, for a total of five consecutive years, for investment by Moses Lake Industries, Inc.

Pursuant to ORS 285C.160, the sponsor of the North Urban Clackamas County Enterprise Zone comprising the governing bodies of Clackamas County, the City of Milwaukie, and the City of Gladstone (hereinafter the "Zone Sponsor") and Moses Lake Industries, Inc. (hereinafter the "Firm") do hereby enter into an agreement (the "Agreement") for extending the period during which the Firm shall receive an exemption from ad valorem taxes on its proposed investment in qualified property in the Enterprise Zone for an additional two (2) tax years, contingent on certain requirements and the terms and conditions of this Agreement.

The Zone Sponsor and the Firm jointly acknowledge that, subject to timely submission and approval of an application for authorization, as well as satisfaction of requirements under ORS 285C.050 to 285C.250, the Firm may be eligible for three years of full exemption on its qualified property under ORS 285C.175(2)(a). This Agreement is only effective if Firms' application for an exemption under ORS 285C.175 is granted. In the event Firm is determined not to be eligible for three years of full exemption, this Agreement shall be null and void.

The Zone Sponsor does hereby grant to the Firm an extension to the property tax abatement, as allowed under ORS 285C.160 and ORS 285C.175(2)(b), of an additional two (2) tax years on property that qualifies in the North Urban Clackamas County Enterprise Zone beginning with the assessment year that the qualified property is first put into service. The total exemption period, including the additional two tax years provided under this Agreement, is five consecutive tax years. During the total five tax year exemption period, Firm must comply with all statutory and regulatory requirements for the standard three-year enterprise zone exemption, as well as those set forth in this Agreement.

In order for qualified property to be exempt from ad valorem taxes for the additional two tax years of enterprise zone exemption as granted herein, the Firm agrees that, under ORS 285C.160(3)(a)(A)(i),ii), ORS 285C.160(3)(b), and OAR 123-674-0600:

1. For each year of the total five tax year exemption period, including the additional two tax years provided under this Agreement, the Firm's new employees shall receive an average level of compensation equal to or greater than 150 percent of the county average annual wage. In determining whether Firm's new employees are receiving equal to or greater than 150 percent of the county average annual wage, only compensation that can be monetized may be considered. Compensation from a payroll tax or similar government mandate shall be excluded from consideration. Except as revised under ORS 285C.160(4), the 2019 average annual wage for Clackamas County is \$54,802, and 150 percent of that average wage equals \$82,203.
2. The Firm's "new employees," for purposes of these requirements, has the meaning set forth in ORS 285C.050 and OAR 123-674-0600, and comprise only employees hired for and working at full-time, year-round, non-temporary jobs that are created and filled for the first time after the date of

application for authorization but on or before December 31 of the first full year of the initial exemption, and that are performed within the current boundaries of the North Urban Clackamas County Enterprise Zone and engaged a majority of their time in the Firm's eligible operations according to ORS 285C.135 and 285C.200, regardless if any such employee is leased, contracted for or otherwise obtained through an external agent, provided that they are hired by and employed directly by the Firm.

3. The Firm's responses and assertions in its application for an Enterprise Zone exemption are incorporated into this Agreement and are relied upon by the Zone Sponsor for approval of this Agreement, and that the approval for an extension for an additional two tax years, for a five tax year total period of exemption, is contingent upon the Firm meeting and maintaining all requirements and representations set out in the application, including continuing the approved activities, throughout the entire exemption period.

By their signatures below, the parties to this Agreement agree to the terms, conditions, and content expressed herein.

Clackamas County:

By: _____

(Printed Name)

Date: _____

Moses Lake Industries, Inc.:

By: Laura Manske

Laura Manske

(Printed Name)

Date: 28 December 2020

The City of Milwaukie:

By: Ann Ober

Ann Ober

(Printed Name)

Date: 1/25/2021

The City of Gladstone:

By: Tammy Stempel

Tammy Stempel

(Printed Name)

Date: 2/9/2021

Staff Report for Board of County Commissioners
 From: Tourism & Cultural Affairs
 RE: Funding Agreement for Clackamas County Arts Alliance
 Date: 03/03/2021

Members of the Board:

Execution of the funding agreement with the Clackamas County Arts Alliance (CCAA) as approved in the FY20/21 Budget.

Purpose/Outcome	The BCC accepting the agreement completes the necessary documentation to issue payment to CCAA for \$254,455 included in the County's Approved FY20/21 Budget.
Fiscal Impact	None.
Funding Source	General Fund
Duration	This agreement expires on June 30, 2021.
Previous Board Action	Prior board authorized this funding as part of the County's Approved FY20/21 Budget. The agreement includes the scope of work outlined in the Budget. This is the first time the BCC is seeing the agreement document.
Counsel Review	This agreement was reviewed by County Counsel.
Staff Recommendation	Staff recommend approval of the agreement.
Contact Person	Samara Phelps, Tourism & Cultural Affairs samara@mthoodterritory.com
Attached	Arts Alliance Funding Agreement Final Signed by CCAA

BACKGROUND:

Finance requires an agreement with CCAA to pay the \$254,455 from General Fund authorized in the County's Approved FY20/21 Budget. This agreement meets Finance's requirements for issuing payment.

Tourism acts as the staff contact with CCAA. General Fund dollars approved by the BCC are passed through Tourism as the mechanism for CCAA to receive the funds.

These General Funds support

- CCAA's training and capacity building work; public exhibitions throughout the County; arts education; arts diversion program with County's Juvenile Department; convening, leadership and advocacy for the artists and cultural organizations; arts and culture expertise available to businesses and institutions; support for the BCC in the area of arts and culture (\$165,405)



- Young Audiences of Oregon's Right Brain Initiative serving 6,300 students in 22 Clackamas County schools. (\$27,000)
- Regional Arts and Culture Council (RACC) grants that support County arts organizations. (\$62,050)

**FUNDING AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND CLACKAMAS COUNTY ARTS ALLIANCE**

THIS AGREEMENT (this "Agreement") is entered into and between **Clackamas County** ("County"), a political subdivision of the State of Oregon, and Arts Action Alliance Foundation, dba **Clackamas County Arts Alliance** ("CCAA"), an Oregon non-profit, collectively referred to as the "Parties" and each a "Party."

RECITALS

Clackamas County desires to provide CCAA funding to support arts and culture in Clackamas County, which was approved in the FY20/21 budget adopted by the Board of Commissioners on June 18, 2020.

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

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire June 30, 2021.
2. **Scope of Work and Consideration.** County agrees to grant CCAA a sum not to exceed \$254,455.00 to accomplish the work described in Exhibit A, attached hereto and incorporated herein ("Work").
3. **Payment.** County will grant funds in two payments for use by CCAA in accordance with this Agreement. The parties agree and acknowledge that, prior to execution of this Agreement, CCAA has previously performed Work, and County has granted one payment in the amount of \$127,227.50 to CCAA. By execution of this Agreement, the Parties hereby affirm and ratify the previously-performed Work, and the first payment of \$127,227.50, subject to the terms and conditions herein. County reserves any rights, claims, or causes of action it may have against CCAA with respect to Work performed and ratified hereunder.
4. **Representations and Warranties.**
 - A. *CCAA Representations and Warranties:* CCAA represents and warrants to County that CCAA has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of CCAA enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to CCAA that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
5. **Termination.**
 - A. **Termination for Convenience.** Either the County or CCAA may terminate this Agreement at any time prior to County distributing funds to CCAA. After County has distributed funds to CCAA, either Party may terminate this Agreement upon 120 days written notice to the

other Party. In the event a party terminates this agreement under this Section 5 A, CCAA shall immediately return all unspent funds to the County.

- B. Termination for Breach.** Either the County or CCAA may terminate this Agreement in the event of a breach of the Agreement by the other Party. Prior to such termination however, the party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period. Upon termination for CCAA's breach, County shall have all remedies available to it at law, in equity, or under this Agreement including, but not limited to, requiring CCAA to return all unspent funds and to repay County for any funds used by CCAA in violation of this Agreement.
- C. Termination for Non-appropriation/Change in Law.** Either Party may terminate this Agreement in the event either Party fails to receive expenditure authority sufficient to allow the Party, in the exercise of its reasonable administrative discretion, to perform under this Agreement. Additionally, either Party may terminate this Agreement if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited. In the event of termination under this Subsection C, CCAA shall immediately return all unspent funds to the County.
- D. Waiver.** The County or CCAA shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- E. Reservation of Remedies.** The termination of this Agreement, regardless of cause, shall not prejudice any rights or obligations accrued to the Parties prior to termination. Each party shall have all rights and remedies available to it at law, in equity, or under this Agreement.

6. Indemnification.

- A.** Subject to the Oregon Tort Claims Act and the Oregon Constitution, CCAA agrees to indemnify, hold harmless and defend County and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of CCAA or CCAA's employees, subcontractors, or agents. CCAA shall not be required to indemnify County for any such liability arising out of negligent acts or omissions of the County. However, neither CCAA nor any attorney engaged by CCAA shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall CCAA settle any claim on behalf of County without the approval of the Clackamas County Counsel's

Office. County may, at its election and expense, assume its own defense and settlement.

7. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
8. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

A. Business and Community Services Director, Deputy Director, or their designee will act as liaison for the County.

Samara Phelps
Executive Director, Clackamas County Tourism & Cultural Affairs
2051 Kaen Road
Oregon City, OR 97045
samara@mthoodterritory.com | (971) 334-9479
Executive Director or their designee will act as liaison for CCAA.

Dianne Alves
Executive Director, Clackamas County Arts Alliance
PO Box 2181
Oregon City, Oregon 97045
dianne@clackamasartsalliance.org | 503-481-1288

9. General Provisions.

- A. Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of County and Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and CCAA that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States County Court for the County of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CCAA, by execution of this Agreement, hereby consents to the in jurisdiction of the courts referenced in this section.

- B. Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations including, but not limited to, the requirement that use of the funds under this Agreement be used for purposes consistent with ORS Chapter 461 and other applicable law. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. Access to Records.** CCAA shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. CCAA shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, CCAA shall permit the County’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. Reserved.**
- F. Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- G. Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- H. Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- I. Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship
- K. No Third-Party Beneficiary.** CCAA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, 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 Agreement.
- L. Subcontract and Assignment.** CCAA shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve CCAA of any of its duties or obligations under this Agreement.
- M. Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- N. Survival.** All provisions in Sections 4, 6, and 9 (A), (C), (D), (E), (F), (G), (H), (I), (J), (K), (N), (P), (Q), (S), and (T) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- O. Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- P. Time is of the Essence.** CCAA agrees that time is of the essence in the performance this Agreement.
- Q. Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- R. Force Majeure.** Neither CCAA nor County shall be held responsible for delay or default caused by events outside of the CCAA or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, CCAA shall 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 Agreement.

S. Confidentiality. CCAA acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by CCAA or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). CCAA agrees to hold Confidential Information in strict confidence, using at least the same degree of care that CCAA 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 Agreement.

T. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

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

Clackamas County

**Arts Action Alliance Foundation, dba
Clackamas County Arts Alliance**

Chair, Board of County Commissioners



By:
Its: Executive Director

3/11/2021 E.1

February 22, 2021

Date

Date

Approved as to Form:



County Counsel

02/25/2021

Date

EXHIBIT A

SCOPE OF WORK

Background

The Clackamas County Arts Alliance's (CCAA) mission is to support and promote access to arts and culture across the entire County. For 25 years, the CCAA has been the County's vehicle for delivering arts and culture programs to meet the needs of communities, residents, and visitors. CCAA values drive its advocacy efforts to ensure County quality of life and economic stimulus is improved through everyday access to arts and culture.

Guiding Principles

This Agreement holds the following statements as guiding principles for Clackamas County Arts Alliance (CCAA) and Clackamas County (County):

- County's creative artists contribute to our collective strength, vitality, and community health.
- The arts are crucial to a complete education for all children, and integrating arts into our schools transforms learning, strengthens communities, and increases academic success.
- The unique cultural heritage and history of Clackamas County must be preserved and celebrated.
- The synergy that takes place when organizations and individuals share resources leads to a thriving arts and culture environment.
- Creativity is the number one skill 72% of business leaders seek when hiring.

Use of Funds

CCAA shall use the \$254,455 of General Fund budgeted in Clackamas County's FY 2020-21 Adopted Budget and granted under this Agreement for the following:

Clackamas County Arts Alliance

CCAA will use funds to partially support training and capacity-building work for businesses, organizations, and entrepreneurs; public art exhibitions throughout the County; robust arts education program in regional schools and social service organizations; and an award-winning arts diversion program operated with the County's Juvenile Department. General Fund dollars also support highly successful marketing efforts, giving CCAA the ability to reach more residents, serve more youth and grow private-sector contributions.

CCAA will serve as both liaison and advocate for the county arts and culture community, providing leadership, resources, and direction as well as functioning as convener for individual artist groups (by discipline,) in addition to the various arts and culture organizations throughout Clackamas County.

CCAA will be available to advise local businesses, Chamber of Commerce, and Clackamas County city governments seeking arts and culture expertise, always looking for ways to connect local businesses and government with the county's arts and culture community for collaboration in support of local economic development and cultural tourism.

CCAA will support the Board of County Commissioners in a proactive way enabling them to understand the various needs as well as the positive impact of the arts and culture community in the county.

Young Audiences

CCAA shall provide \$27,000 in funds to Young Audiences of Oregon for arts programming through Right Brain Initiative, an innovative arts education program serving 6,300 students in 22 schools in Clackamas County and valued at more than \$279,569. CCAA will coordinate communication with Young Audiences including financial and program reports.

Regional Arts & Culture Council (RACC)

CCAA shall provide \$62,050.00 of this funding to the Regional Arts & Culture Council to be used for specific support grants to County arts organizations. CCAA will coordinate communication with the Regional Arts & Culture Council including financial and program reports.

CCAA will administer the funds and will report annually to the Board of County Commissioners. The report shall include a narrative summary that details how the funds provided under this Agreement were used, program outcomes and other information reasonably requested by County.