



AGENDA

Thursday, September 27, 2012 - 10:00 AM
Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-103

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance
- Approval of Order of Agenda

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

1. 2012 County Fair Recap and 4-H Presentation (Mike Bondi, Clackamas County Extension Service and 4-H District and Laurie Bothwell, County Fair)
2. Proclaiming October 2012 as Clackamas County Arts and Humanities Month and October 1st – 8th, 2012 as Days of Culture in Clackamas County (Danielle Cowan, Tourism and Cultural Affairs)

III. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. This portion of Citizen Communication will end at 10:30. If we are unable to hear everyone who has signed up to speak during this time, we will continue Citizen Communication when our business items conclude after the Consent agenda. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the hearing. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

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

3. 1. Board Order No. _____ Accepting a Transfer of Jurisdiction from Clackamas County to the City of Lake Oswego for Portions of Pilkington Road, McEwan Road, Kenny Street and Bonita Road (Bill Garity, Clackamas County Engineering Dept.)

V. DISCUSSION ITEMS *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)*

~NO DISCUSSION ITEMS SCHEDULED

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

A. Health, Housing & Human Services

- 4 1. Approval of a Construction Contract between Clackamas County Community Development Division and Silco Commercial Construction for the Wilsonville Senior Center Kitchen Improvement Project - CD
- 5 2. Approval of a Sub-recipient Agreement between Clackamas County Community Development Division and Northwest Housing Alternatives to Fund the Home Base Program in Clackamas County – CD
- 6 3. Approval for the January 2012 – December 2016 Older Americans Act Plan on Aging for the Clackamas County Social Services Division, Aging and Disability Services – ss
- 7 4. Approval of an Amendment No. 2 to a Professional, Technical, and Consultant Service Contract with Empowerment Initiatives, Inc. to Provide Residential Peer Support Services – BH
- 8 5. Approval of an Intergovernmental Agreement with Oregon Health Science University, Intercultural Psychiatric program for Behavioral Health Outpatient Services – BH
- 9 6. Approval of Amendment No. 1 to a Revenue Agreement with Oregon Health Science University for the CaCoon Program - PH

B. Elected Officials

- 10 1. Approval of Previous Business Meeting Minutes – BCC

C. Technology Services

- 11 1. Approval of the ORMAP Intergovernmental Agreement Contract #2983 with the State of Oregon, Department of Revenue

VIII. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

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



CLOSE TO PORTLAND...A WORLD AWAY™

September 27, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**PROCLAIMING OCTOBER 2012 AS
CLACKAMAS COUNTY ARTS AND HUMANITIES MONTH, AND
OCTOBER 1 - 8, 2012 AS DAYS OF CULTURE**

October 2012 is National Arts and Humanities Month and as part of that celebration, Governor Kitzhaber has declared October 1 - 8, 2012 as Oregon Days of Culture, in recognition of the 10th anniversary of our state's innovative Cultural Trust. Driven by gifts from individuals and businesses, the Trust invests in the cultural life of every Oregon county.

Culture draws us together in common purpose and understanding; the arts, heritage and humanities enrich the lives of all County citizens on a daily basis. Creative industries, including cultural tourism, significantly contribute to Clackamas County's sustainable economic vitality.

Together, the Oregon Cultural Trust and the Clackamas County Cultural Coalition have invested \$403,690 to fuel these industries, in support of arts and culture Countywide.

Recognizing the value of heritage, humanities and the arts to Clackamas County, citizens are encouraged to participate in cultural activities in their communities, and to support the 60 cultural nonprofit organizations in Clackamas County.

RECOMMENDATION

Staff respectfully requested that the Board of County Commissioners proclaim the month of October 2012 as Arts and Humanities Month, and October 1 - 8, 2012 as Days of Culture in Clackamas County.

Sincerely,

Danielle Cowan
Director, Tourism and Cultural Affairs

For information on this issue or copies of attachments,
please contact _____ at 503-_____

***Proclaiming October 2012
as Arts and Humanities Month and October 1 - 8, 2012 as
Days of Culture in Clackamas County***

WHEREAS, the month of October has been recognized as National Arts and Humanities Month by thousands of arts and culture organizations, communities, and states across the country, as well as by the White House and Congress for more than two decades; and

WHEREAS, the arts and humanities embody much of the accumulated wisdom, intellect, and imagination of human beings; and

WHEREAS: Culture draws us together in common purpose, understanding and celebration; and

WHEREAS, the arts, heritage and humanities enhance and enrich the lives of all Clackamas County citizens on a daily basis; and

WHEREAS: The Oregon Cultural Trust presents Oregon Days of Culture, October 1 - 8, during National Arts and Humanities month to encourage Oregonians to celebrate, participate and give to Oregon culture; and

WHEREAS: October 8, 2012 marks the 10th anniversary of Oregon's innovative cultural tax credit, encouraging new private and public investment in Oregon culture; and

WHEREAS: Supporting culture, by giving to cultural nonprofits and to the Oregon Cultural Trust, is vital to preserving the past, sustaining the present and creating the future.

NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby proclaim October 2012 as Clackamas County Arts and Humanities Month, also declaring October 1st – 8th, 2012 as Days of Culture, and call upon all the citizens of Clackamas County to participate in County and statewide culture, to celebrate its vibrancy and depth, and to give to the arts, heritage and humanities to ensure their future vitality.

Dated this 27th day of September, 2012.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair



 **COPY 2**

GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

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

September 27, 2012

Board of Commissioners
Clackamas County

Members of the Board:

Presentation of the Clackamas County 106th Fair and Rodeo

The citizens of Clackamas County just celebrated the 106th Clackamas County Fair and Rodeo. The Clackamas County Fair is the county's major agricultural and industrial exposition. The Fair Board and staff purpose is to provide a showplace for educational activities, healthful competition, and recognition of our county youth, agriculture, business, commerce, history and tourism.

The Fair Director, Laurie Bothwell will review the Fair and Rodeo. OSU Extension Service will have a presentation from a few 4H Youth who will talk about 4H and their projects at fair.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Barth".

Gary Barth
Director of Business and Community Services

For information on this issue or copies of attachments, please contact Laurie Bothwell @ 503-266-1136



COPY 3

CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

September 27, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**A Board Order Accepting a Transfer of Jurisdiction from Clackamas County
to the City of Lake Oswego for Portions of
Pilkington Road, McEwan Road, Kenny Street, and Bonita Road**

The attached Board Order is to accept transfers to the City of Lake Oswego for jurisdiction of portions of Pilkington Road (DTD #21325, County Road #2234), McEwan Road (DTD #21230, County Road #1453), Bonita Road (DTD #21503, County Road #929), and Kenny Street (DTD #21240, County Road # 2335).

RECOMMENDATION:

Staff respectfully recommends that the Board approve the attached Board Order, which permanently transfers jurisdiction of these portions of road to the City of Lake Oswego.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Bezner'.

Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments,
please contact William Garity @ 503-742-4674

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

In the matter of transferring to the City of Lake Oswego, jurisdiction over portions of Pilkington Road County Road No. 2234, DTD No. 21325, McEwan Road County Road No. 1453, DTD No. 21230, Bonita Road County Road No. 929, DTD No. 21503, and Kenny Street County Road No. 2335, DTD No. 21240



Order No.
Page 1 of 2

This matter coming before the Board of County Commissioners as a result of a request from the City of Lake Oswego, by Resolution Number 12-06, dated April 3, 2012, Resolution Number 12-43, dated July 17, 2012, and Intergovernmental Agreements, executed June 14, 2012 and September 6, 2012, and the preceding negotiation between the City of Lake Oswego and Clackamas County Department of Transportation and Development to transfer portions of the following roads:

| <u>Road Name</u> | <u>Cnty #</u> | <u>DTD #</u> | <u>From</u> | <u>To</u> | <u>Square Feet</u> |
|------------------|---------------|--------------|-------------|-----------|--------------------|
| Pilkington Road | 2234 | 21325 | MP 0.00 | MP 0.74 | 193,000 |
| McEwan Road | 1453 | 21230 | MP 0.00 | MP 0.51 | 134,409 |
| Bonita Road | 929 | 21503 | MP 0.00 | MP 0.11 | 23,794 |
| Kenny Street | 2335 | 21240 | MP 0.315 | MP 0.344 | 7,854; and, |

It further appearing to the Board that said transfer of jurisdiction has been recommended by Campbell M. Gilmour, Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Lake Oswego Review on 8/30/12, 9/6/12, 9/13/12 and 9/20/12; now therefore,

IT IS HEREBY ORDERED that jurisdiction of portions of Pilkington Road, McEwan Road, Bonita Road and Kenny Street shall be transferred, Clackamas County jurisdiction shall cease, and full and absolute jurisdiction of said portions of roadway is transferred to the City of Lake Oswego as of the date of this Order; and,

IT IS FURTHER ORDERED that 359,057 square feet, more or less, be removed from the County's Road Inventory; and,

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

In the matter of transferring to the
City of Lake Oswego, jurisdiction over
portions of Pilkington Road County
Road No. 2234, DTD No. 21325,
McEwan Road County Road No. 1453,
DTD No. 21230, Bonita Road
County Road No. 929, DTD No. 21503,
and Kenny Street County Road No.
2335, DTD No. 21240



Order No.
Page 2 of 2

IT IS FURTHER ORDERED that
copies of this Order be submitted to the Clackamas County Clerk's office for recording and that
copies be subsequently sent without charge to the Clackamas County Surveyor, Tax Assessor,
Finance/Fixed Asset Offices, and DTD Engineering.

ADOPTED this 27th day of September, 2012.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

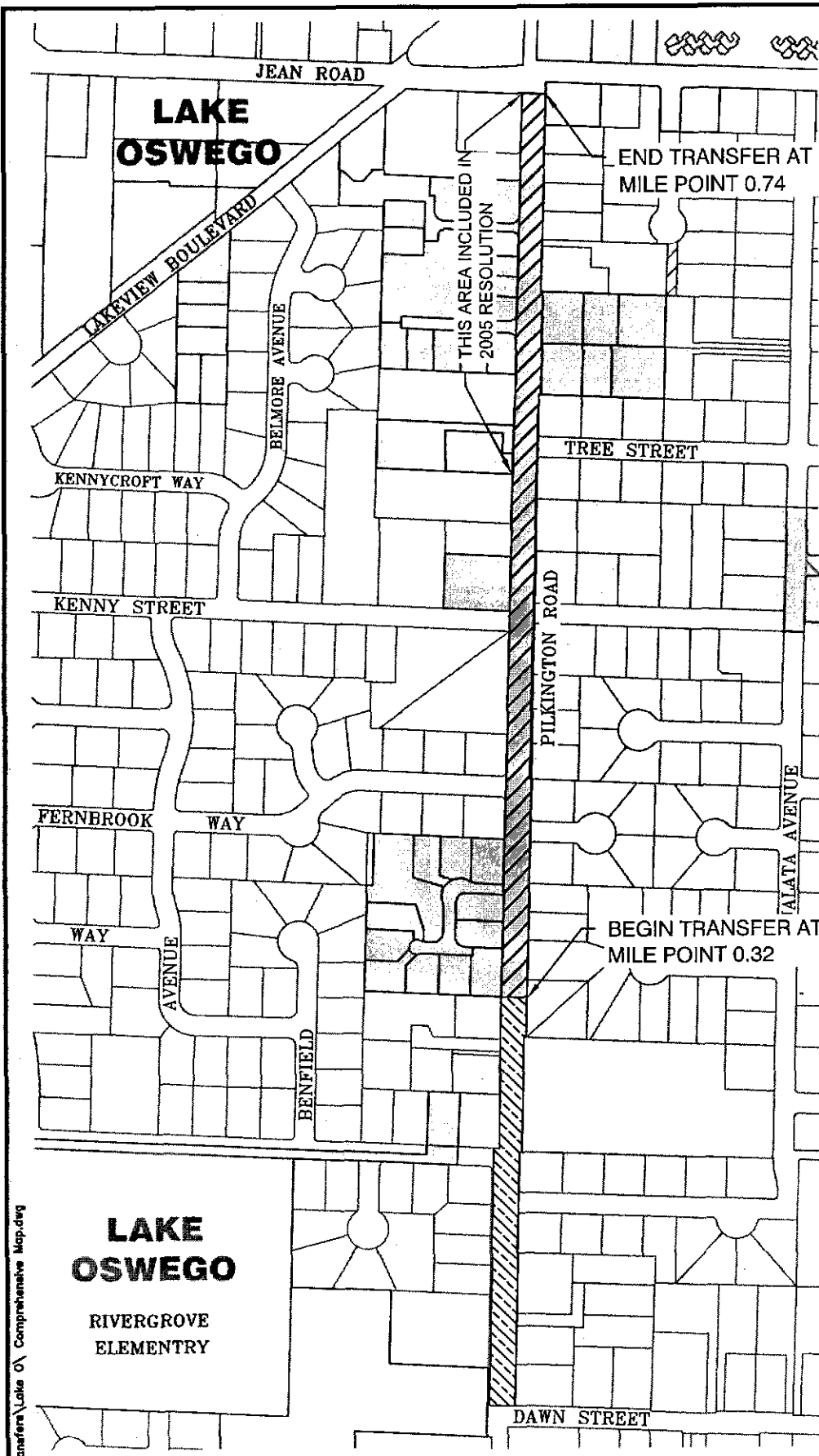


EXHIBIT "B"

SITUATED IN SECTIONS
18 & 19, T.2 S., R.1 E., WM
CLACKAMAS COUNTY, OREGON



- BOARD ACTION TRANSFER
 AREA 132,140 Sq. Ft. ±
 LENGTH 2,213 FEET ±
 WIDTH 55 TO 63 FEET ±

- I. G. A. TRANSFER
 AREA 60,860 Sq. Ft. ±
 LENGTH 1,004 FEET ±

X:\Jurisdictional Transfers\Lake O\Comprehensive Map.dwg

| REVISION | DATE | BY |
|----------|------|----|
| | | |
| | | |
| | | |

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



SCALE: N.T.S.

JURISDICTIONAL TRANSFER
OF PILKINGTON ROAD TO
THE CITY OF LAKE OSWEGO

SHEET
1 OF 1

EXHIBIT "B"

SITUATED IN SECTIONS
18 & 19, T.2 S., R.1 E., WM CLACKAMAS COUNTY, OREGON




BEGIN TRANSFER AT
EAST RIGHT-OF-WAY
LINE OF 65th AVENUE


THIS AREA INCLUDED IN
2005 RESOLUTION

END TRANSFER AT WEST
RIGHT-OF-WAY LINE OF
PILKINGTON ROAD

**LAKE
OSWEGO**
RIVERGROVE
ELEMENTRY



 BOARD ACTION TRANSFER
AREA 79,929 Sq. Ft. ±
LENGTH 2,641 FEET ±
WIDTH 25 TO 50 FEET ±

 I. G. A. TRANSFER
AREA 54,480 Sq. Ft. ±
LENGTH 2,090 FEET ±
WIDTH 25 FEET ±

K:\Jurisdictional Transfers\Lake O\ Comprehensive Map.dwg

| REVISION | DATE | BY |
|----------|------|----|
| | | |
| | | |
| | | |

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



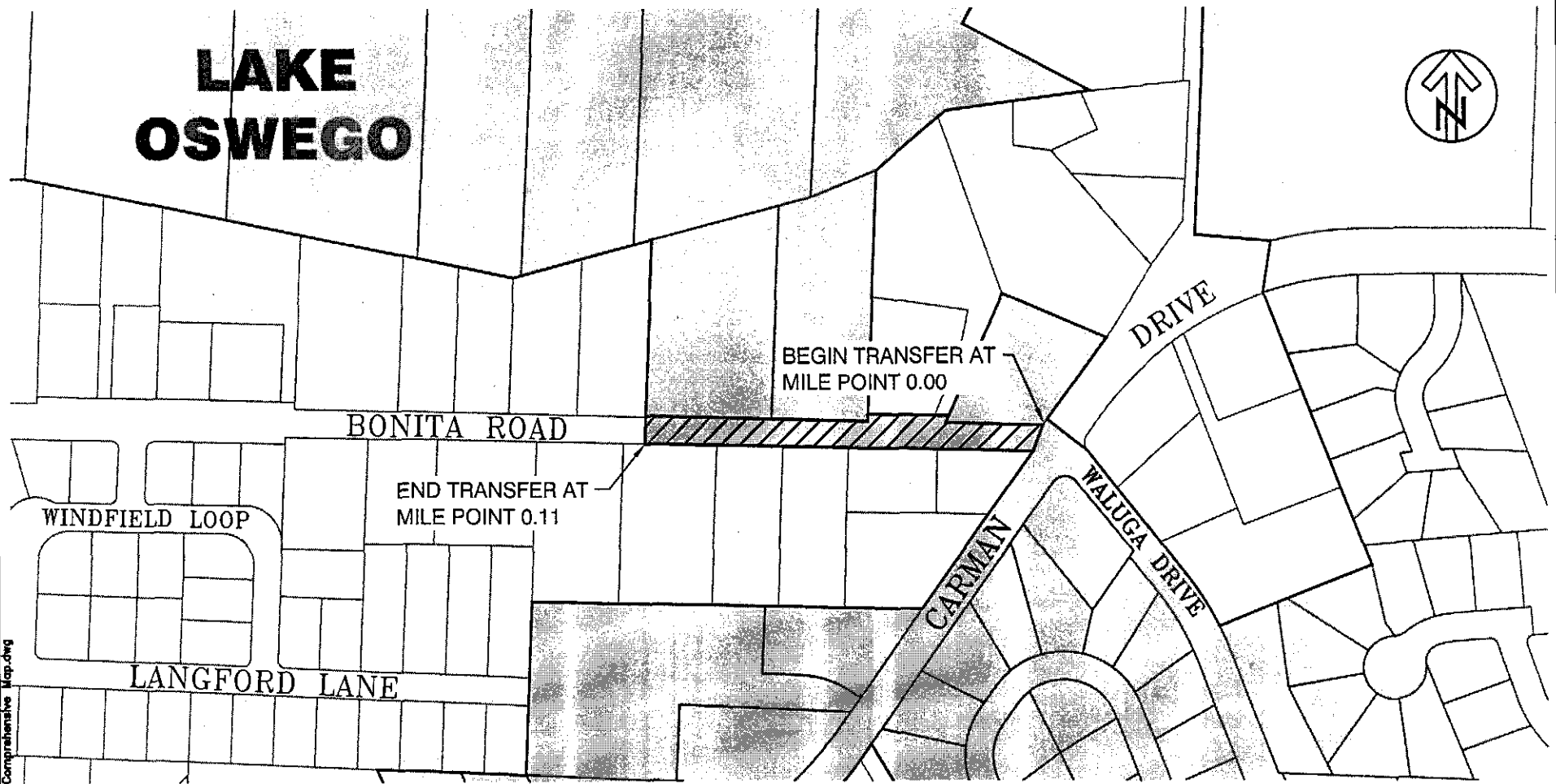
SCALE:
JURISDICTIONAL TRANSFER
OF McEWAN ROAD TO
THE CITY OF LAKE OSWEGO

SHEET
1 OF 1

EXHIBIT "B"

SITUATED IN SECTION 7,
T.2 S., R.1 E., WM
CLACKAMAS COUNTY, OREGON

LAKE OSWEGO



BEGIN TRANSFER AT
MILE POINT 0.00

BONITA ROAD

END TRANSFER AT
MILE POINT 0.11

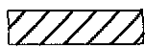
WINDFIELD LOOP

LANGFORD LANE

DRIVE

WALUGA DRIVE

CARMAN

 BOARD ACTION TRANSFER
AREA 23,794 Sq. Ft. ±
LENGTH 566 FEET ±
WIDTH 40 TO 50 FEET ±

K:\Jurisdictional Transfers\Lake O\ Comprehensive Map.dwg

| REVISION | DATE | BY |
|----------|------|----|
| | | |
| | | |
| | | |
| | | |

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

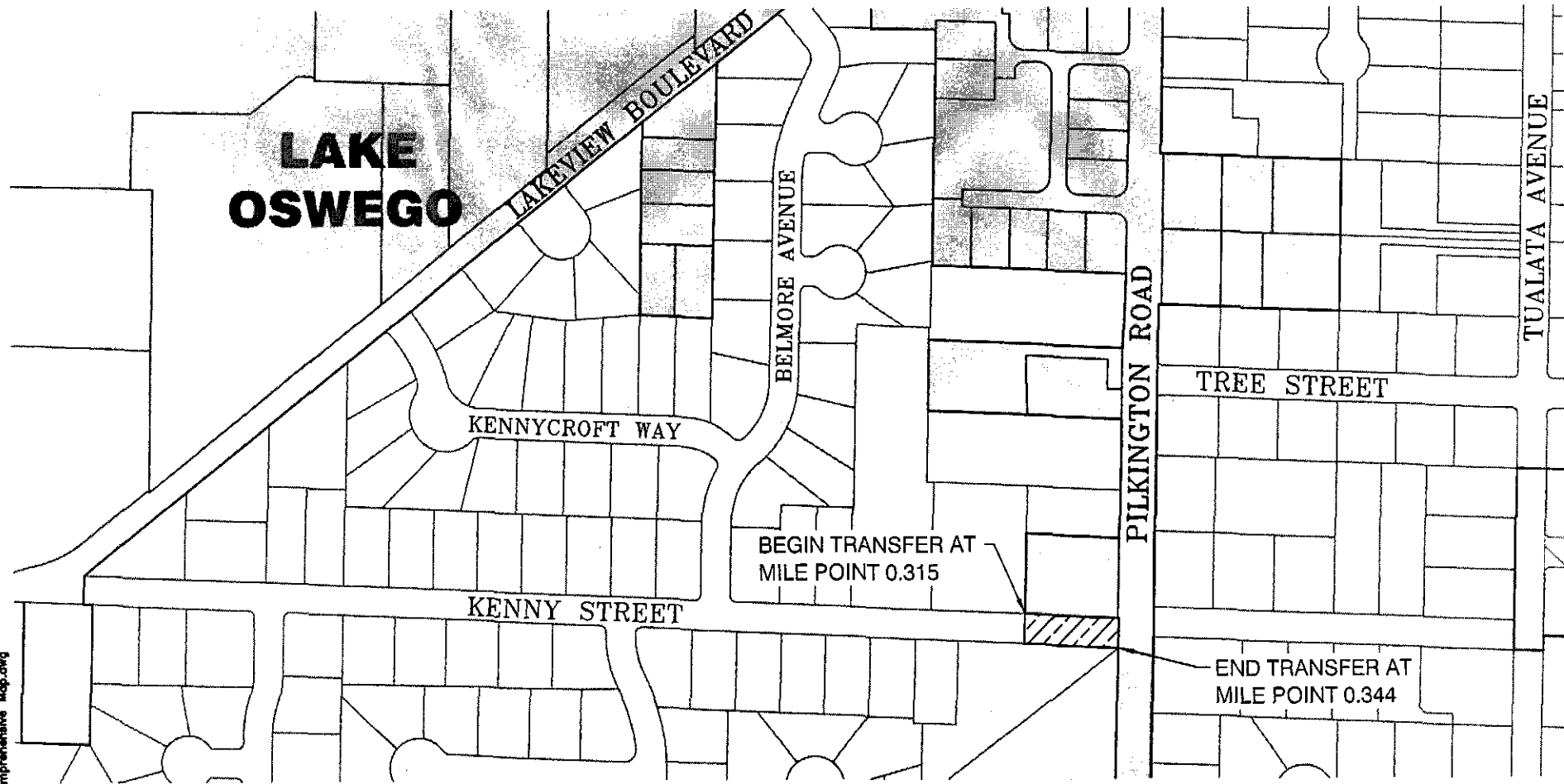


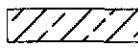
SCALE: N.T.S.
JURISDICTIONAL TRANSFER
OF BONITA ROAD TO
THE CITY OF LAKE OSWEGO

SHEET
1 OF 1

EXHIBIT "B"

SITUATED IN SECTION 7,
T.2 S., R.1 E., WM
CLACKAMAS COUNTY, OREGON



 I.G.A. TRANSFER
AREA 7,854 Sq. Ft. ±
LENGTH 157 FEET ±
WIDTH 50 FEET ±

K:\Jurisdictional Transfers\Lake O\ Comprehensive Map.dwg

| REVISION | DATE | BY |
|----------|------|----|
| | | |
| | | |
| | | |
| | | |

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



SCALE: N.T.S.
JURISDICTIONAL TRANSFER
OF KENNY STREET TO
THE CITY OF LAKE OSWEGO

SHEET
1 OF 1

RESOLUTION 12-06

A RESOLUTION OF THE LAKE OSWEGO CITY COUNCIL REQUESTING CLACKAMAS COUNTY TRANSFER JURISDICTION OF PORTIONS OF PILKINGTON ROAD AND McEWAN ROAD INSIDE THE CITY LIMITS AND TRANSFER BY INTERGOVERNMENTAL AGREEMENT THE RIGHTS AND DUTIES OF "ROAD AUTHORITY" FOR PORTIONS OF PILKINGTON ROAD AND McEWAN ROAD OUTSIDE OF THE CITY LIMITS, INCLUDING MAINTENANCE AND PERMITTING AUTHORITY.

WHEREAS, the City of Lake Oswego and Clackamas County co-sponsored the application for a Safe Routes to School Grant for Pilkington and McEwan Roads to improve pedestrian and bicycle safety for children attending River Grove Elementary School; and

WHEREAS, the grant was approved by the U.S. Dept. of Transportation in February 2010; and

WHEREAS, engineering plans and specifications have been prepared in accordance with the federal and state guidelines for Safe Routes to School Projects, with construction anticipated to be completed prior to school starting in September 2012; and

WHEREAS, in May 2005, the City of Lake Oswego and Clackamas County entered into an Intergovernmental Agreement For the Maintenance and Transfer of Jurisdiction of Certain Roads (Resolution 05-28); and

WHEREAS, the aforementioned agreement provided that:

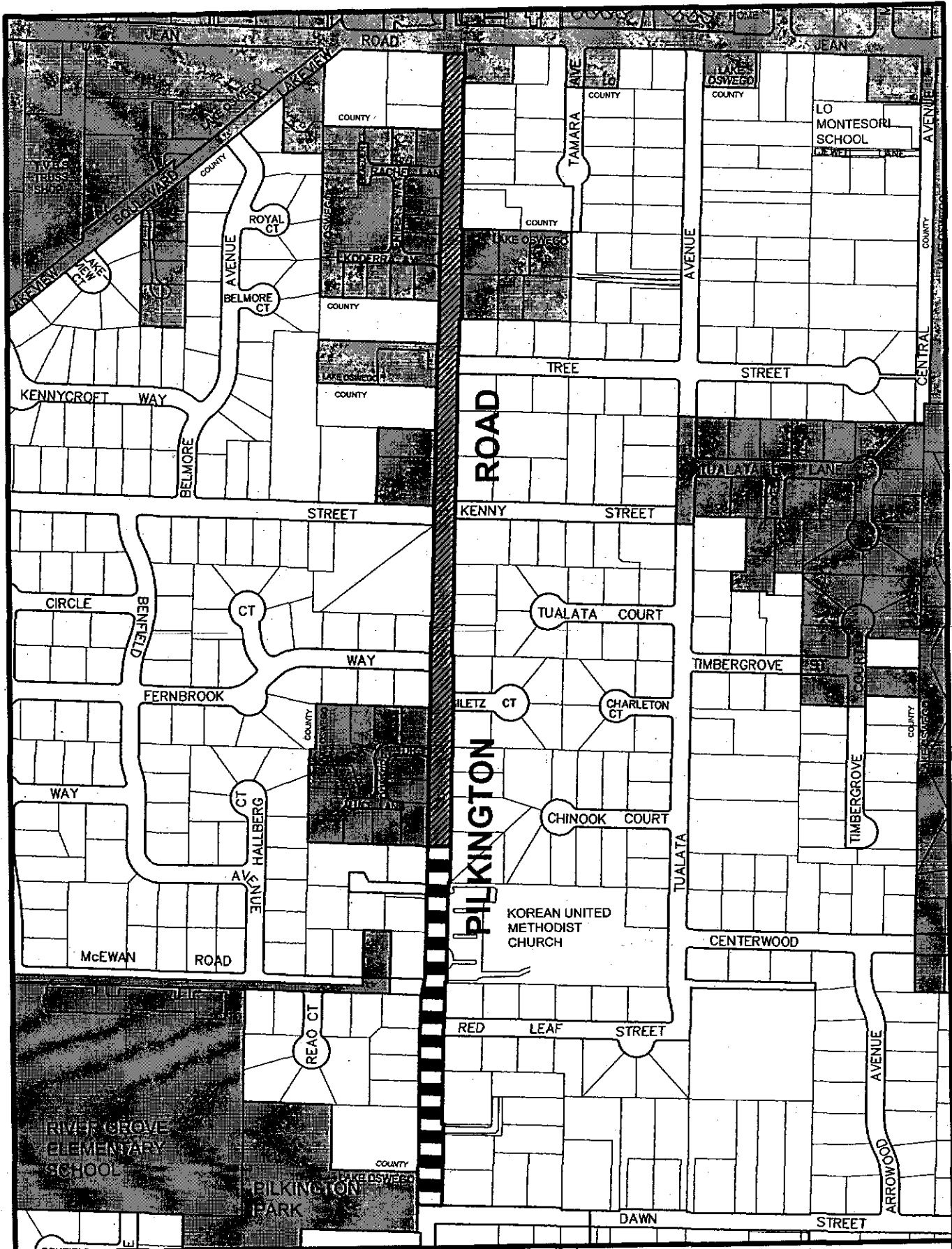
a. County would thereafter within 60 days enter an Order transferring jurisdiction of portions of Pilkington Road that was then within the City limits, and the County did so thereafter; and

b. the maintenance responsibility for other portions of Pilkington and McEwan Roads that were then outside the City limits were transferred to the City, and




WHEREAS, the portion of Pilkington Road from its intersection of Jean Road to the northerly boundary abutting 18625 Pilkington Road (See attached Exhibit A-1) and portions of McEwan Road from intersection of Pilkington Road to SW 65th Avenue (See Exhibit A-2) are inside the city limits and the portion of Pilkington Road from the northerly boundary abutting 18625 Pilkington Road to Dawn Street (See attached Exhibit A-1) and portions of McEwan Road from intersection of Pilkington Road to SW 65th Avenue (See Exhibit A-2) are outside of the city limits; and

WHEREAS:

1. Portions of County Roads within City limits: ORS 373.270 authorizes the City to request that Clackamas County transfer jurisdiction of county roads such as Pilkington and McEwan Roads that are within the City limits, and provides that upon the County's Board of Commissioners' adoption of an order meeting the City's resolution, the jurisdiction of Clackamas County over the portions of Pilkington and McEwan Roads as a county road that are inside the City limits shall cease, and the full and absolute jurisdiction over the portions of Pilkington and



LEGEND

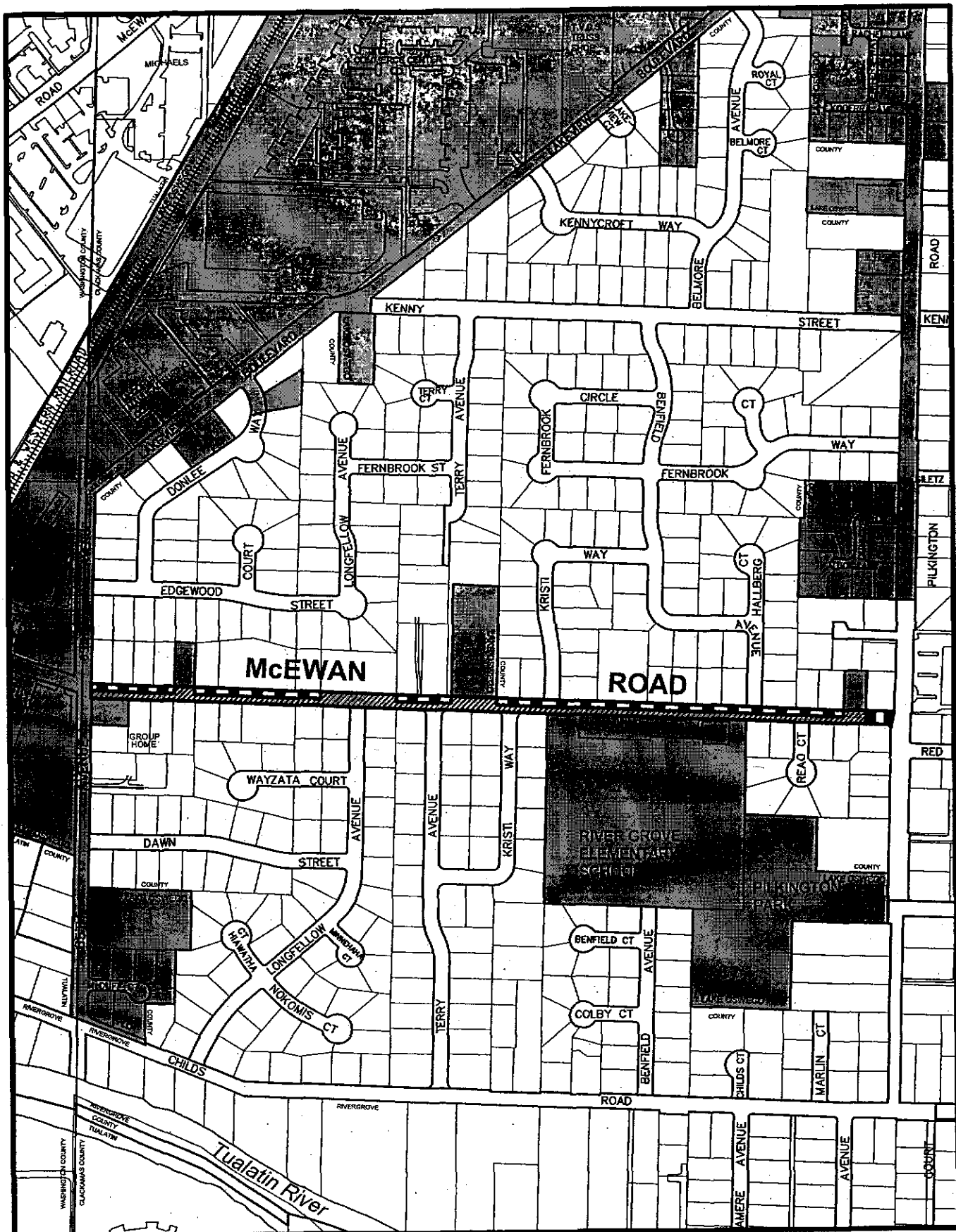
-  ROAD TO BE TRANSFERRED BY RESOLUTION
-  ROAD TO BE TRANSFERRED BY IGA
-  INSIDE CITY OF LAKE OSWEGO BOUNDARY






PUBLIC WORKS DEPARTMENT

EXHIBIT "A-1"
PILKINGTON ROAD
 JURISDICTIONAL TRANSFER FROM
 CLACKAMAS COUNTY

| | | | |
|-----------------|------------------|--------------------|-----------------|
| DRAWN BY: RS | DESIGN BY: EM | DATE: 3/20/2012 | PAGE: 1 OF 1 |
|-----------------|------------------|--------------------|-----------------|



LEGEND

-  ROAD TO BE TRANSFERRED BY RESOLUTION
-  ROAD TO BE TRANSFERRED BY IGA
-  INSIDE CITY OF LAKE OSWEGO BOUNDARY



PUBLIC WORKS DEPARTMENT

EXHIBIT "A-2"
McEWAN ROAD
 JURISDICTIONAL TRANSFER FROM
 CLACKAMAS COUNTY

DRAWN BY:
RS

DESIGN BY:
EM

DATE:
3/20/2012

PAGE:
1 OF 1

RESOLUTION 12-43

A RESOLUTION OF THE LAKE OSWEGO CITY COUNCIL REQUESTING CLACKAMAS COUNTY TRANSFER JURISDICTION OF A PORTION OF BONITA ROAD INSIDE THE CITY LIMITS AND TRANSFER BY INTERGOVERNMENTAL AGREEMENT THE RIGHTS AND DUTIES OF "ROAD AUTHORITY" FOR A PORTION OF KENNY STREET OUTSIDE OF THE CITY LIMITS, INCLUDING MAINTENANCE AND PERMITTING AUTHORITY.

WHEREAS, annexations AN 06-0014 (5337 Bonita Road) and AN 08-0004 (5431 Bonita Road) brought two properties and their frontages along Bonita Road into the City limits, and

WHEREAS, the City is required to formally request a road transfer of jurisdiction as a result of such annexations, and

WHEREAS, subsequent land use actions on the aforementioned properties have included conditions of approval that require right-of-way improvements consistent with City of Lake Oswego Street Standards, and

WHEREAS, the portion of Bonita Road from its intersection with Carmen Drive to the westerly boundary of 5431 Bonita Road are within the City limits

WHEREAS, LU 08-0074 consisted of partitioning the property at 18275 Pilkington Road into two lots that were already inside the City Limits, and

WHEREAS, the partition at 18275 Pilkington Road created the need to provide sewer service to the new lot via a sewer extension on Kenny Street and conditions of approval included pathway improvements to City of Lake Oswego Street Standards, and

WHEREAS, the portion of Kenny Street from its intersection with Pilkington Road to the easterly boundary of 5625 Kenny Street is outside of the City limits, and

WHEREAS:

1. Portions of County Roads within City limits: ORS 373.270 authorizes the City to request that Clackamas County transfer jurisdiction of County roads such as Bonita Road (Exhibit A) that are within the City limits, and provides that upon the County's Board of Commissioners'

adoption of an order meeting the City's resolution, the jurisdiction of Clackamas County over the portions of Bonita Road as a County road that is inside the City limits shall cease, and the full and absolute jurisdiction over the portions of Bonita Road within the City limits shall for all purposes of repair, construction, improvement and the levying and collection of assessments therefore shall vest in the City, except for any transfer reservations stated in the resolution; and

2. Portions of County Roads outside City limits:

a. ORS 373.260(1)(b) authorizes an intergovernmental agreement between the City and Clackamas County for the construction, improvement or repair of, and the acquisition of right of way for county roads located outside of the City but leading directly to it. Kenny Street leads directly to the City, as shown on Exhibit B-1. ORS 373.260(2) requires that the City and Clackamas County to agree upon the proportion that each shall contribute toward such acquisition, construction, improvement or repair and upon the method and kind of acquisition, construction, improvement or repair to be made.

b. ORS Ch. 190 (specifically ORS 190.010) authorizes an intergovernmental agreement between the City and Clackamas County for the performance of any or all functions and activities that Clackamas County, its officers or agencies, have authority to perform. The functions and activities relating to County roads include maintenance, review and issuance of access permits, and the development and maintenance of road standards;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lake Oswego that:

Section 1. County Roads Inside City Limits. The City of Lake Oswego requests that Clackamas County transfer all jurisdiction over the portions of the following roadway(s) that are within the City limits, pursuant to ORS 373.270:

- a. Bonita Road from its intersection with Carmen Drive to the westerly boundary of 5431 Bonita Road (see attached **Exhibit A**).

Section 2. County Roads Outside City Limits. The Mayor is hereby authorized to sign an Intergovernmental Agreement with Clackamas County in the form attached as **Exhibit B**, for the transfer of the rights and duties as "road authority" for the portions of the below described County road(s) that are outside the City limits:

- a. Kenny Street from its intersection with Pilkington Road to the easterly boundary of 5625 Kenny Street (see attached **Exhibit B-1**)

as authorized under Oregon law, including but not limited to the construction, improvement or repair of, acquisition of right of way (if necessary), maintenance, review and issuance of access permits, and the development and maintenance of road standards.

Section 3. Effective Date. This Resolution shall take effect upon passage.

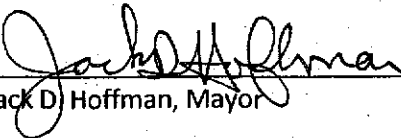
Considered and enacted at the regular meeting of the City Council of the City of Lake Oswego on the 17th day of July, 2012.

AYES: Mayor Hoffman, Gudman, Jordan, Kehoe, Moncrieff, Olson, Tierney

NOES: None

EXCUSED: None

ABSTAIN: None



Jack D. Hoffman, Mayor

ATTEST:

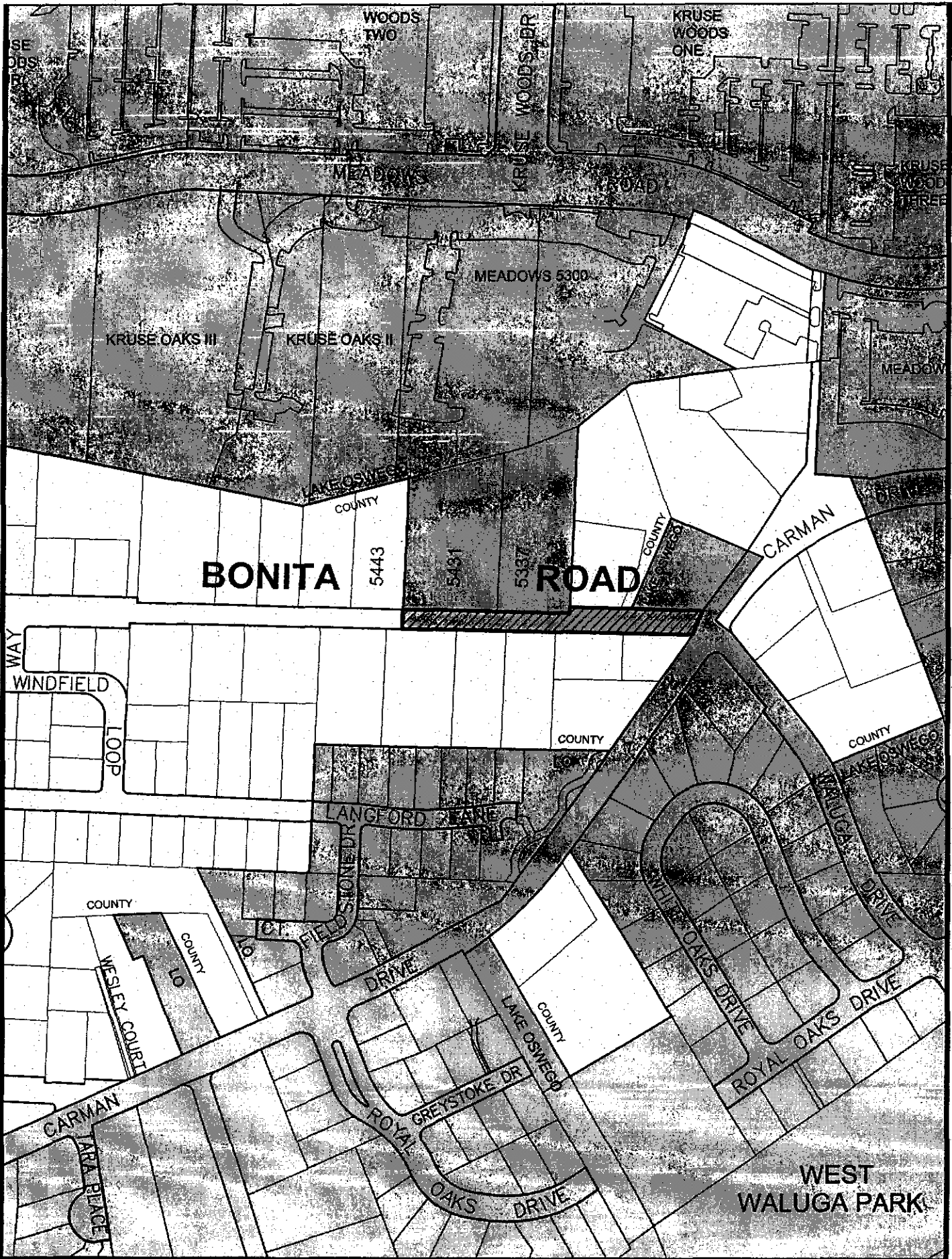


Catherine Schneider, City Recorder



APPROVED AS TO FORM:



David D. Powell, City Attorney



LEGEND

-  ROAD TO BE TRANSFERRED
-  INSIDE CITY OF LAKE OSWEGO BOUNDARY

0 350'


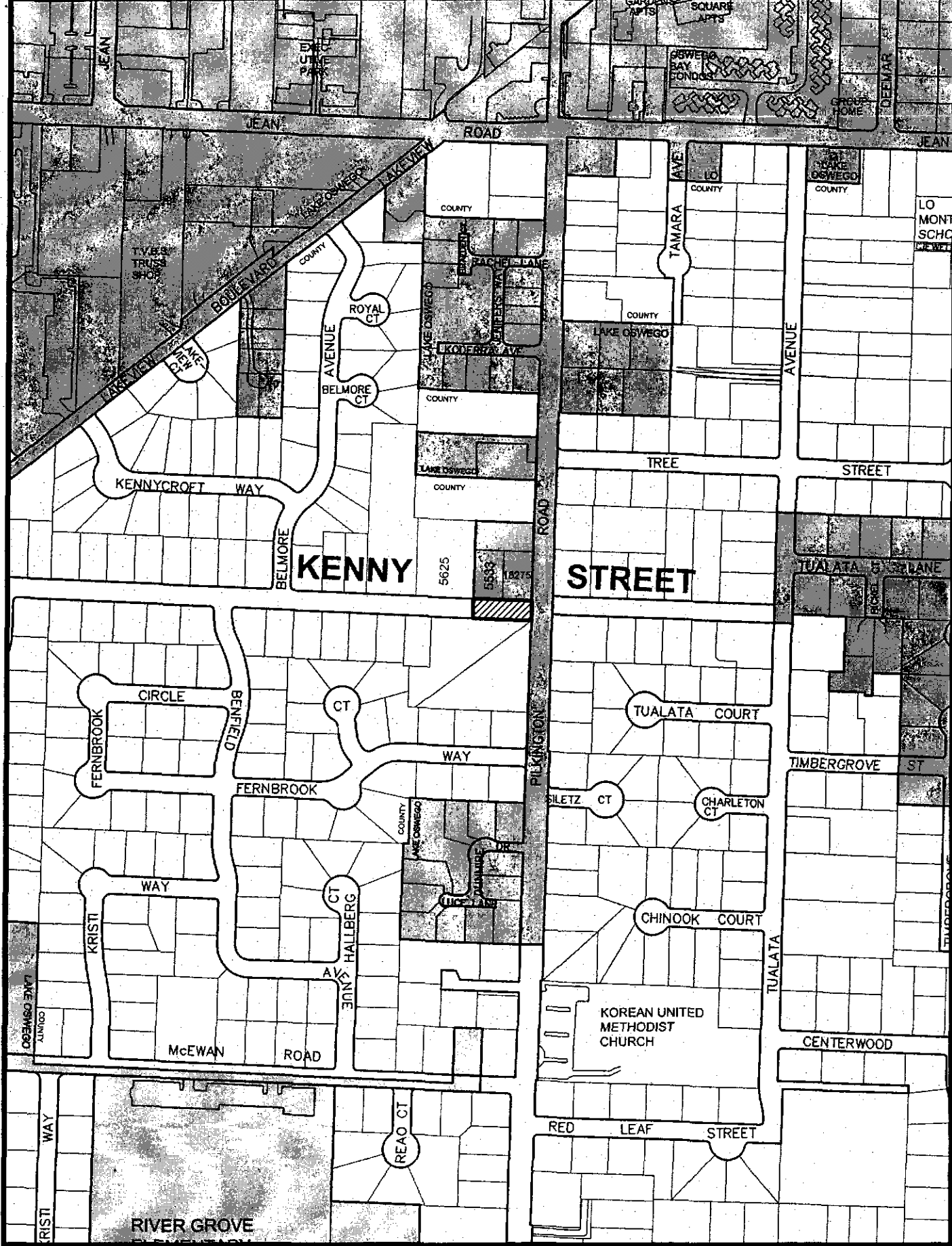





EXHIBIT A
BONITA ROAD
 JURISDICTIONAL TRANSFER FROM
 CLACKAMAS COUNTY

| | | | |
|-----------------|------------------|--------------------|-----------------|
| DRAWN BY: RS | DESIGN BY: EM | DATE: 7/18/2012 | PAGE: 1 OF 1 |
|-----------------|------------------|--------------------|-----------------|



LEGEND

 ROAD TO BE TRANSFERRED BY RESOLUTION

 INSIDE CITY OF LAKE OSWEGO BOUNDARY

0 500'





EXHIBIT B-1
KENNY STREET

JURISDICTIONAL TRANSFER FROM
CLACKAMAS COUNTY

| | | | |
|-----------------|------------------|--------------------|-----------------|
| DRAWN BY: RS | DESIGN BY: EM | DATE: 7/18/2012 | PAGE: 1 OF 1 |
|-----------------|------------------|--------------------|-----------------|

INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF LAKE OSWEGO FOR RIGHTS AND DUTIES AS "ROAD AUTHORITY," REGARDING PORTIONS OF PILKINGTON AND McEWAN ROADS THAT ARE OUTSIDE CITY LIMITS, INCLUDING MAINTENANCE, PERMITTING, AND ROAD STANDARDS.

Whereas, the City of Lake Oswego has authorized entering into this Intergovernmental Agreement pursuant to Resolution 12-06; and

Whereas, Clackamas County has authorized entering into this Intergovernmental Agreement pursuant to ~~Order~~ Agenda # B.2; and

Whereas, this Intergovernmental Agreement concerns the following portions of Pilkington and McEwan Roads (hereafter collectively referred to as "roadways"):

| The Portions of Road That are Outside of City Limits (See Attached Exhibits A-1 and A-2) | | | |
|---|------------|--------|--|
| Road | County No. | DTD No | General Location |
| Pilkington Road | 2334 | 21325 | 18625 Pilkington Road to SW Dawn St.(northside of the intersection) |
| McEwan Road | 1453 | 21230 | From Pilkington Road to SW 65 th Avenue (generally the north half of the right-of-way, but not exclusively) |

Whereas, ORS 373.260(1)(b) authorizes an intergovernmental agreement between the City and Clackamas County for the construction, improvement or repair of, and the acquisition of right of way for county roads located outside of the City but leading directly to it, and said roadways lead directly to the City, as shown on Exhibits A-1 and A-2; and

Whereas, ORS Ch. 190 (specifically ORS 190.010) authorizes intergovernmental agreements for the performance of any or all functions and activities that Clackamas County, its officers or agencies, have authority to perform as "road authority" relating to county roads, including maintenance, review and issuance of access permits, and the development and maintenance of road standards;

NOW, THEREFORE, THE CITY OF LAKE OSWEGO ("CITY") AND CLACKAMAS COUNTY ("COUNTY") AGREE AS FOLLOWS:

1. Except as hereafter provided, upon the effective date of this Agreement, the County transfers to the City, and the City accepts and assumes all rights and duties of the County as a road authority for the portions of roadways located outside of the City limits, including but not limited to:
 - a. Construction and reconstruction
 - b. Improvement or repair, and maintenance,
 - c. Review of applications for access permits to the roadway, and the issuance of access permits,

- d. Establishing roadway standards.
- e. Acquisition of right-of-way, if necessary or convenient.
- f. Maintenance and repair of related facilities within the roadway, including storm water facilities, drainage.

g. Review of application of street opening permits for improvements such as public and private utility installations.

2. All costs incurred in carrying out the right and duties stated in Section 1 above shall be the responsibility of the City.

3. Upon the effective date of this agreement, the roadway standards for future access to, work in, or development of the roadways shall be the City roadway standards, as generally applicable to streets of the same classification within the City.

4. County Responsibilities.

a. Maintenance Records. Within 180 days following the effective date of this Agreement, the County shall provide all existing records, at the County's expense, related to the maintenance of the Roadways to City in both a hard copy and electronic format.

b. Unacceptable Conditions. If City determines in its discretion that the striping, reflective pavement markers or signage on any of the Roadways are in an unacceptable condition, City may, within 60 days of the effective date of this Agreement, provide the County with written notice of the unacceptable conditions. Within 180 days following receipt of the written notice, the County shall, at the County's expense, perform the striping, replace reflective pavement markers and replace signs on the Roadways as listed in the notice.

c. Permit Documentation. Within 180 days of the effective date of this Agreement, the County shall supply City with all documents and other information in the County's possession relating to all past as well as pending permits for any road-related work that would impact, or that has impacted the Roadways.

d. Permitting Authority. The County shall retain responsibility for administering all permits pending on the effective date of this Agreement, or for which work authorized by issued permits has not been completed as of the effective date of this Agreement, and that impact the Roadways. The County shall complete administration of these permits and supply City with documentation that work authorized by the permits has been completed, along with all relevant inspection reports and records. Responsibility for administering individual pending permits may be transferred to the City pursuant to mutual agreement between the parties.

e. As-built Information; Maintenance and Operation Records. Within 180 days of the date of this Agreement, the County shall, at the County's expense, provide City existing as-built information for the roadways in both hard copy and electronic format, and shall provide City all existing correspondence files, plans, maps and all other information related to the daily maintenance and operation of the roadways.

f. Future Fees and Permitting. The County waives all rights to future fees and/or permitting associated with the roadways.

g. Transition of Maintenance. The County shall work with City's Public Works Operations Division personnel in providing a smooth transition for the maintenance of the roadways.

h. Matters Impacting Roadways: City's Right to Comment. The County shall inform City in writing of any land use actions, decisions or permits that are pending or that become pending on or after the date of this Agreement that may impact the roadways, and shall consider City's input prior to making any decisions or recommendations related to such actions or prior to issuing any such permits.

i. Surface Water Drainage Facilities. City and County staff have conducted an on-site review of the drainage system and agree that certain items need to be addressed prior to the transfer of the surface water system facilities within the roadways:

Prior to acceptance of any existing surface water facilities within the roadways to be transferred, the County will clean and map all existing surface water facilities (including underground injection control (UIC) systems) and provide the City with details such as, but not limited to, location, depth, inlet and outlet elevations, pipe size. This includes surface water drainage facilities on:

- Pilkington Road, from 18646 Pilkington to Dawn St.
- McEwan Road, from 5733 McEwan to its intersection with Pilkington Road.

City and County staff field-reviewed several Underground Injection Control Systems in the said transfer area, and clarified the following status:

- (1). The UIC (County No. 92) located just north of McEwan Road in the SW Kristi Way right-of-way will remain the County's responsibility.
- (2). The UIC (County No. 74) located east of Pilkington Road in the Tree Street right-of-way will remain the County's responsibility.
- (3). The UIC (County No. 49) located in the McEwan Road right-of-way along the northerly side at 5733 McEwan Road will be reviewed and analyzed by both City and County staff to determine whether or not it complies with the Oregon Department of Environmental Quality Underground Injection Control Water Pollution Control Facility (WPCF) Permit. The UIC must be registered and certified by DEQ prior to the City accepting responsibility for the facility.
- (4). The UIC (WES No. TU18D-2) located along the easterly portion of right-of-way within Pilkington Road at the intersection with McEwan Road is currently the responsibility of Water Environment Services (WES). County and City staff will meet with WES to determine the status of the UIC, and whether or not it complies with the Oregon Department of Environmental Quality Underground Injection Control Water Pollution Control Facility (WPCF) Permit. The UIC must be registered and certified by DEQ prior to the City accepting responsibility for the facility.

k. Traffic Control Signs on County Road Approaches

The County will continue to be responsible for traffic control sign installation, maintenance, and replacement on all county roads that are positioned to control traffic that approach Pilkington and McEwan Roads, regardless whether the sign(s) are in the Pilkington or McEwan Roads rights-of way. In particular, the Stop Sign, post, and street name signs for those approaches will remain the responsibility of the County, until such time in the future the streets are annexed or transferred as agreed by both agencies.

5. City Responsibilities.

a. Future Fees and Permitting Authority. City shall collect fees and issue and administer permits, as deemed appropriate by City, for work performed on the Roadways. Fees shall be retained by City.

b. Future Matters Impacting Roads; Good Faith and Timely Comments. City shall work in good faith to provide pertinent, timely feedback to the County with respect to matters noted in paragraph 4.h of this Agreement.

6. General Provisions.

a. Obey All Laws; Non-Discrimination. The County and Lake Oswego agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulation; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.

b. Public Contracting Requirements. To the extent applicable, the provisions of ORS 279.312, 279.313, 279.314, 279.316, 279.320 and 279.334 are incorporated by this reference as though fully set forth.

c. Insurance. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

d. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.

e. Mutual Indemnification. The County and City, subject to the limitations and provisions of the Oregon Constitution and the Oregon Tort Claims Act, shall each indemnify, defend and hold harmless the other party, its officers, agents and employees, from all liability, loss or expenses, including attorney's fees, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained by the indemnifying party's intentional or negligent act or omission, related to the terms, covenants and obligations of this Agreement. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification, but is in addition to such common law or statutory provisions.

f. Severability. Any provisions herein which would conflict with law are deemed inoperative to that extent.

g. Amendment. This Agreement may be amended in writing by mutual consent of the parties.

h. Effective Date. This Agreement shall be effective as of the date of the last signature below.

City of Lake Oswego

By: 

Jack D. Hoffman, Mayor

APPROVED AS TO FORM:


David D. Powell, City Attorney

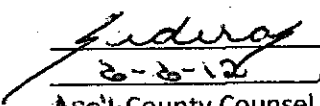
Clackamas County

By: 

Chair, County Board of Commissioners B.2.

6-14-12

APPROVED AS TO FORM:


2-8-12
Asst County Counsel

INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF LAKE OSWEGO FOR RIGHTS AND DUTIES AS "ROAD AUTHORITY," REGARDING A PORTION OF KENNY STREET THAT IS OUTSIDE CITY LIMITS, INCLUDING MAINTENANCE, PERMITTING, AND ROAD STANDARDS.

Whereas, the City of Lake Oswego has authorized entering into this Intergovernmental Agreement pursuant to Resolution 12-43; and

Whereas, Clackamas County has authorized entering into this Intergovernmental Agreement pursuant to Order B.5.; and
9-6-12

Whereas, this Intergovernmental Agreement concerns a portion of Kenny Street (hereafter referred to as "roadway"):

| The Portions of Road That are Outside of City Limits (See Attached Exhibit B-1) | | | |
|--|------------|--------|--|
| Road | County No. | DTD No | General Location |
| Kenny Street | 2335 | 21240 | Easterly boundary extension of 5625 Kenny Street to the intersection of Pilkington |

Whereas, ORS 373.260(1)(b) authorizes an intergovernmental agreement between the City and Clackamas County for the construction, improvement or repair of, and the acquisition of right of way for county roads located outside of the City but leading directly to it, and said roadways lead directly to the City, as shown on Exhibit B-1; and

Whereas, ORS Ch. 190 (specifically ORS 190.010) authorizes intergovernmental agreements for the performance of any or all functions and activities that Clackamas County, its officers or agencies, have authority to perform as "road authority" relating to County roads, including maintenance, review and issuance of access permits, and the development and maintenance of road standards;

NOW, THEREFORE, THE CITY OF LAKE OSWEGO ("CITY") AND CLACKAMAS COUNTY ("COUNTY") AGREE AS FOLLOWS:

1. County Transfer.

Except as hereafter provided, upon the effective date of this Agreement, the County transfers to the City, and the City accepts and assumes all rights and duties of the County as a road authority for the portions of roadways located outside of the City limits, including but not limited to:

- a. Construction and reconstruction
- b. Improvement or repair, and maintenance,
- c. Review of applications for access permits to the roadway, and the issuance of access permits,
- d. Establishing roadway standards.
- e. Acquisition of right-of-way, if necessary or convenient.

- f. Maintenance and repair of related facilities within the roadway, including storm water facilities, drainage.
- g. Review of application of street opening permits for improvements such as public and private utility installations.

2. Costs.

All costs incurred in carrying out the right and duties stated in Section 1 above shall be the responsibility of the City.

3. Roadway Improvement Standards.

Upon the effective date of this agreement, the roadway standards for future access to, work in, or development of the roadways shall be to the City roadway standards, as generally applicable to streets of the same classification within the City.

4. County Responsibilities.

a. Maintenance Records. Within 180 days following the effective date of this Agreement, the County shall provide all existing records, at the County's expense, related to the maintenance of the Roadways to City in both a hard copy and electronic format.

b. Unacceptable Conditions. If City determines in its discretion that the striping, reflective pavement markers or signage on any of the Roadways are in an unacceptable condition, City may, within 60 days of the effective date of this Agreement, provide the County with written notice of the unacceptable conditions. Within 180 days following receipt of the written notice, the County shall, at the County's expense, perform the striping, replace reflective pavement markers and replace signs on the Roadways as listed in the notice.

c. Permit Documentation. Within 180 days of the effective date of this Agreement, the County shall supply City with all documents and other information in the County's possession relating to all past as well as pending permits for any road-related work that would impact, or that has impacted the Roadways.

d. Permitting Authority. The County shall retain responsibility for administering all permits pending on the effective date of this Agreement, or for which work authorized by issued permits has not been completed as of the effective date of this Agreement, and that impact the Roadways. The County shall complete administration of these permits and supply City with documentation that work authorized by the permits has been completed, along with all relevant inspection reports and records. Responsibility for administering individual pending permits may be transferred to the City pursuant to mutual agreement between the parties.

e. As-built Information; Maintenance and Operation Records. Within 180 days of the date of this Agreement, the County shall, at the County's expense, provide City existing as-built information for the roadways in both hard copy and electronic format, and shall provide City all existing correspondence files, plans, maps and all other information related to the daily maintenance and operation of the roadways.

f. Future Fees and Permitting. The County waives all rights to future fees and/or permitting associated with the roadways.

g. Transition of Maintenance. The County shall work with City's Public Works Operations Division personnel in providing a smooth transition for the maintenance of the roadways.

h. Matters Impacting Roadways: City's Right to Comment. The County shall inform City in writing of any land use actions, decisions or permits that are pending or that become pending on or after the date of this Agreement that may impact the roadways, and shall consider City's input prior to making any decisions or recommendations related to such actions or prior to issuing any such permits.

i. Surface Water Drainage Facilities. City and County staff have conducted an on-site review of the drainage system and agree that certain items need to be addressed regarding the surface water system facilities within the roadway. Within 180 days of the effective date of the agreement, the County will clean and map all existing surface water facilities (including underground injection control (UIC) systems, if they exist) and provide the City with details such as, but not limited to, location, depth, inlet and outlet elevations, pipe size. This includes surface water drainage facilities on Kenny Street from the easterly boundary of 5625 Kenny Street to its intersection with Pilkington Road

5. City Responsibilities.

a. Future Fees and Permitting Authority. City shall collect fees and issue and administer permits, as deemed appropriate by City, for work performed on the Roadways. Fees shall be retained by City.

b. Future Matters Impacting Roads; Good Faith and Timely Comments. City shall work in good faith to provide pertinent, timely feedback to the County with respect to matters noted in paragraph 4.h of this Agreement.

c. Traffic Control Signs on this portion of Kenny Street. The City will be responsible for traffic control sign installation, maintenance, and replacement on this portion of Kenny Street positioned to control traffic that approach Pilkington Road. In particular, the stop sign, post, and street name signs for those approaches will become the responsibility of the City. All other traffic control devices west of this location will remain the responsibility of the County until such time in the future the streets are annexed or transferred as agreed by both agencies.

6. General Provisions.

a. Obey All Laws; Non-Discrimination. The County and the City of Lake Oswego agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulation; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.

b. Public Contracting Requirements. To the extent applicable, the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, 279.530 and 279.540 are incorporated by this reference as though fully set forth.

c. Insurance. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.272.

d. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.

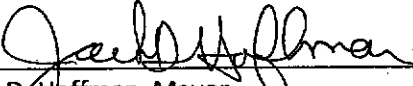
e. Mutual Indemnification. The County and City, subject to the limitations and provisions of the Oregon Constitution and the Oregon Tort Claims Act, shall each indemnify, defend and hold harmless the other party, its officers, agents and employees, from all liability, loss or expenses, including attorney's fees, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained by the indemnifying party's intentional or negligent act or omission, related to the terms, covenants and obligations of this Agreement. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification, but is in addition to such common law or statutory provisions.

f. Severability. Any provisions herein which would conflict with law are deemed inoperative to that extent.

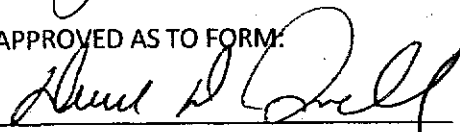
g. Amendment. This Agreement may be amended in writing by mutual consent of the parties.

h. Effective Date. This Agreement shall be effective as of the date of the last signature below.

City of Lake Oswego

By: 
Jack D. Hoffman, Mayor

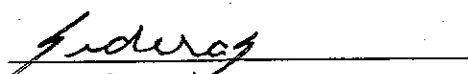
APPROVED AS TO FORM:


David D. Powell, City Attorney

Clackamas County

By: 
Chair, County Board of Commissioners

APPROVED AS TO FORM:


County Counsel

September 27, 2012

Board of County Commissioners
 Clackamas County, Oregon

Members of the Board:

Approval of a Construction Contract between the Health, Housing and Human Services Department and Silco Commercial Construction for the Wilsonville Senior Center Kitchen Improvements Project

The Community Development Division of the Health, Housing Human Services Department requests approval of a Construction Contract with Silco Commercial Construction for a construction project that will renovate and expand the Wilsonville Senior Center Kitchen located at 7965 SW Wilsonville Road in Wilsonville. The renovations will include replacing in-efficient kitchen equipment, restructuring the food preparation area, adding a 400 square foot storage area for dry goods, a cooler and a walk-in freezer.

Silco Commercial was the lowest responsive bidder at the August 28th bid opening:

| | | |
|---|---------------------------|--------------|
| 1 | Silco Commercial | \$203,000.00 |
| 2 | Payne Construction Inc. | \$213,266.00 |
| 3 | Cedar Mill Const | \$218,009.00 |
| 4 | Todd Hess Building Co | \$224,897.00 |
| 5 | Russell Construction Inc. | \$228,085.00 |

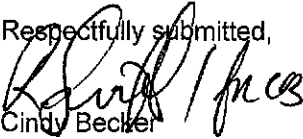
The contract amount includes additional work that was bid separately as add Alternate #1.

| | | |
|-------------------|----------------------------------|-------------------|
| Financial Impact: | City of Wilsonville | \$ 48,292 |
| | <u>CDBG Funds (grant).....</u> | <u>\$ 235,000</u> |
| | Total Construction Budget: | \$ 283,292 |

No County General Fund dollars are involved. The Agreement was reviewed and approved by County Counsel on August 13, 2012.

Recommendation:

We recommend approval of this agreement and that Director, Cindy Becker be authorized to sign the Agreement on behalf of the Board of County Commissioners.

Respectfully submitted,

 Cindy Becker
 Director

For information on this issue or copies of attachments
 Please contact Mark Siros/Community Development at (503) 650-5664.

STANDARD FORM OF AGREEMENT FOR CONSTRUCTION WORK
BETWEEN OWNER AND CONTRACTOR

OWNER:

Clackamas County
Community Development Division
2051 Kaen Road, Suite 245
Oregon City, OR 97045

CONTRACTOR:

Silco Commercial Construction Inc.
8316 N. Lombard #451
Portland, OR 97203

Project Architect: David Stephenson, SERA Architects

ARTICLE 1: CONTRACT DOCUMENTS:

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 7.

ARTICLE 2: STATEMENT OF WORK

The Contractor shall furnish all labor, material, equipment and services needed to complete all work as specified or indicated in the Contract Documents. The project consists of building improvements to renovate and expand the kitchen facilities at the Wilsonville Senior Community Center. The renovations include replacing in-efficient kitchen equipment, restructuring the food preparation area, adding a 400 square foot storage area for dry goods, a cooler and a walk-in freezer.

The project site is located at: 7965 SW Wilsonville Road in Wilsonville, Oregon 97070.

ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date of the Notice to Proceed which will be issued by the Owner.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than 60 days of construction once construction contract is executed between Owner and General.

3.3 The Parties agree that the following provision for liquidated damages for the Contractor's failure to achieve substantial completion within the Contract Time is a genuine pre-estimate of injury the Owner will sustain and is not in the nature of a penalty. The Contractor's failure to achieve substantial completion within the Contract Time will cause harm to the Owner that is presently very difficult of accurate estimation, as it will cause public inconvenience. The Parties agree that a reasonable forecast of the just compensation for the harm that will be caused by such a breach is **Two Hundred and Fifty Dollars (\$250)** per day and fix that amount as agreed damages for the Contractor's failure to achieve substantial completion within the Contract Time.

ARTICLE 4: CONTRACT PRICE

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Price of Two Hundred Eighty Three Thousand, Two Hundred Ninety Two dollars (\$283,292.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Price includes the Base Bid and Alternate #1 as described in the Contract Documents and is hereby accepted by the Owner.

4.3 Unit prices are as follows: (insert unit prices if any)

ARTICLE 5: PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Price to the Contractor as provided in the Contract Documents for the period ending the last day of the month. Progress payments shall be made to the Contractor on or before the 30th of each month provided that an application for payment is approved by the Architect and received by the Owner at least 21 days before the date the Progress Payment is due. For all payment requests the Contractor shall submit to the Architect an itemized application for Payment, notarized and supported by data substantiating the Contractor's right to payment. Payment shall be made on Work completed and on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site.

5.2 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Price among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used a basis for reviewing the Contractor's Applications for Payment.

5.3 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.4 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.4.1 Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 10.1.6 of the General Conditions even though the Contract Price has not yet been adjusted by Change Order:

5.4.2 Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%):

5.4.3 Subtract the aggregate of previous payments made by the Owner: and

5.4.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 13.5 of the General Conditions.

5.5 Final payment, constituting the entire unpaid balance of the Contract Price, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment.

5.6 Release of Retainage, The final release of all Construction Contract funds held by OWNER. Authorization must be also approved by the Architect. These funds can be; Change Orders, Final payments, retainage held to be released by OWNER.

ARTICLE 6: TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

6.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 7: ENUMERATION OF CONTRACT DOCUMENTS

7.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

| Section | Title/Document | Pages |
|---------|--|-------|
| II.1 | Agreement/Document D3 | 9 |
| II.3 | Other Bonds/ Additional Insurance: | |
| | Performance Bond | 2 |
| | Labor & Material Payment Bond | 2 |
| | Commercial General Liability (CG 32 61 10 05) | 1 |
| II.4 | General Conditions/Document D4 (31 pgs. + 1 pg.) | 32 |
| II.5 | Supplementary Conditions: | |
| | Labor Standards/HUD Form 4010 | 5 |
| | State of Oregon (BOLI) Wage Rates Determination: July 1, 2012 (see website for all rates) | 5 |
| | Federal Davis-Bacon Prevailing Wage Rates: OR120023 Modification 8 dated 07/20/2012 OR23 Building | 8 |
| II.6 | Specifications: Prepared and Provided by SERA Architects Titled: "Wilsonville Community Center Kitchen remodel/addition" | 146 |
| II.7 | Drawings: Prepared and Provided by SERA Architects Titled: "Wilsonville CC- Kitchen Remodel" | 23 |
| II.8 | Addenda number.... | 1,2 |

ARTICLE 8: FEDERAL (Davis-Bacon) AND STATE (BOLI) PREVAILING WAGE RATES

Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor, or other person(s) doing or contracting for the whole or any part of the work on this contract, shall be paid not less than the applicable prevailing wage rate, and will pay the higher rate of pay on an individual job classification of which shall be in effect for this contract pursuant to Davis-Bacon Act (40 U.S.C. 276a) and Bureau of Labor and Industries (a.k.a. BOLI) ORS 279C.800 through ORS 279C.870.

ARTICLE 9: INDEMNITY - INSURANCE - BONDS

9.1 Indemnity. The CONTRACTOR agrees to indemnify, save harmless and defend the OWNER, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees.

9.1.1 Indemnity with transference of project (i.e. rehabilitation, new facility or remodel) once completion of all bid items, scope of work, punch-list, unresolved issues, change orders, and release of retainage funds have been released to the CONTRACTOR, the project is thereafter the responsibility of the property OWNER. Property OWNER means the original owner before the project work began. (City of Wilsonville).

9.2 Insurance.

9.2.1. As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration. The CONTRACTOR agrees to furnish the OWNER evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage for the protection of the OWNER, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The general aggregate shall apply separately to this project/location. The OWNER, at its option, may require a complete copy of the above policy.

9.2.2. If the CONTRACTOR has assistance of other persons in the performance of this contract, the CONTRACTOR, if it is a subject employer, agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. CONTRACTORS shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

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

9.2.4. The CONTRACTOR agrees to furnish the OWNER evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the OWNER, its officers, commissioners and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The OWNER, at its option, may require a complete copy of the above policy.

9.2.5. The certificate of insurance, other than the pollution liability insurance shall include the OWNER as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32 61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the OWNER as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the OWNER in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the OWNER under this insurance. This policy(s) shall be primary insurance as respects to the OWNER. Any insurance or self insurance maintained by the OWNER shall be excess and shall not contribute to it.

9.2.6. The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the OWNER. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention / deductible amount shall be submitted to the OWNER for review and approval.

9.3 Bonds. The CONTRACTOR agrees to furnish to the OWNER bonds covering the performance of the contract and the payment of obligations each in the amount equal to the full amount of the contract as amended. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made.

The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the OWNER. The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the COUNTY as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

9.3.1. The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830

ARTICLE 10: DESCRIPTION OF CONTRACTOR

10.1. The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following.

10.1.1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

10.1.2. This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).

10.1.3. The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

ARTICLE 11: MISCELLANEOUS

11.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

11.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this

restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

~~11.4.~~ Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ARCHITECT on their behalf.

STANDARD FORM OF AGREEMENT FOR CONSTRUCTION PROJECT
Project Title: **WILSONVILLE SENIOR CENTER KITCHEN REMODEL**
Project Number:

This Agreement between Owner and Contractor is entered into as of the date it is signed by the Owner.

CONTRACTOR

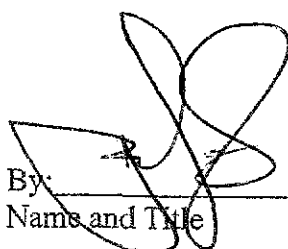
OWNER

Silco Commercial Construction Inc.
8316 N. Lombard #451
Portland, OR 97203

Clackamas County, Oregon

Chair: Charlotte Lehan
Commissioner Jim Bernard
Commissioner Jamie Damon
Commissioner Ann Lininger
Commissioner Paul Savas

Signing on Behalf of the Board


By: _____
Name and Title PRESIDENT

By: _____
Cindy Becker, Director
Health, Housing and Human Services

9/10/12
Date Signed

Date Signed

83-0357961
Contractor's Federal Tax Identification
No. or Social Security No. (if individual)

159872
Oregon Commercial Contractor's
Board No.

COPY

Cindy Becker
Director

5

September 27, 2012

Board of County Commissioners
Clackamas County, Oregon

Members of the Board:

Approval of a Sub-recipient Agreement between Clackamas County Community Development Division and Northwest Housing Alternatives to fund the HomeBase Program in Clackamas County

The Department of Health, Housing Human Services requests approval of a Sub-recipient agreement with Northwest Housing Alternatives, an Oregon non-profit organization. The Sub-recipient Agreement would pay for HomeBase staffing, program operations and financial assistance for program participants on a case by case basis.

Homeless Policy Committee has presented the HomeBase program to the BCC as a program that prevents homelessness, houses homeless families and unaccompanied youth, and provides a path for people recovering from homelessness to regain employment.

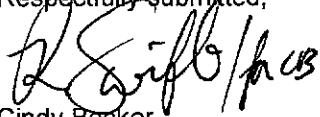
Preventing people from falling into homelessness and providing assistance to those individuals and families who experience homelessness reduces costs in other sectors including hospitals, foster care and public safety. Homeless and precariously housed children do not do as well in school as do their stably housed peers, and often have lower lifetime earnings. Issues like mental illness and substance abuse are exacerbated and made more difficult to treat for people without a safe place to call home

| | |
|---|------------|
| Financial impact: CDBG funds (grant)..... | \$ 25,000 |
| County General Funds | \$ 100,000 |
| Total Project Budget..... | \$ 125,000 |

The Agreement was reviewed and approved by County Counsel on August 21, 2012.

Recommendation:

We recommend approval of this agreement and that Director, Cindy Becker be authorized to sign the Agreement on behalf of the Board of County Commissioners.

Respectfully submitted,

Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Mark Sirois/Community Development at (503) 650-5664.

SUBRECIPIENT AGREEMENT
Between
CLACKAMAS COUNTY, OREGON
And
NORTHWEST HOUSING ALTERNATIVES
AN OREGON NON- PROFIT CORPORATION

1. Purpose

- 1.1 This Agreement is entered into between Clackamas County (GRANTEE) and Northwest Housing Alternatives (SUBRECIPIENT) to provide a basis for a cooperative working relationship for the purpose of funding the **HomeBase Program** operations, staffing and financial assistance to eligible residents of Clackamas County (PROJECT).
- 1.2 HomeBase is a program that helps families and individuals become self-sufficient and stable in permanent housing through eviction prevention, rapid re-housing, and supportive case management services.
- 1.3 Northwest Housing Alternatives is an Oregon nonprofit corporation organized under the provisions of ORS Chapter 61 for the purpose of providing housing and related services to households of low and moderate-income.
- 1.4 Clackamas County has applied for and expects to receive Community Development Block Grant (CDBG) funds, Catalog of Federal Domestic Assistance Number 14-218, from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 (ACT) and regulations adopted under the ACT at 24 CFR Part 570, as amended.
- 1.5 Social Services Division has received County General Funds for services to individuals, couples, and families with children who are homeless or at risk of becoming homeless for households that reside in Clackamas County and are at or below 30% of the Area Median Income.
- 1.6 Clackamas County is designating Northwest Housing Alternatives as a Subrecipient pursuant to 24 CFR 570.500 (c).
- 1.7 In response to a Congressional directive, Clackamas County is requiring all recipients of homeless assistance funding to participate in the Homeless Management Information System (HMIS). HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of men, women and children experiencing homelessness.

2. Scope of Cooperation:

- 2.1 The parties agree that, notwithstanding any other terms, conditions or provisions of this Agreement, their obligations and conduct with respect to CDBG funds under this Agreement shall be in accordance with and shall be subject to the provisions of the CDBG program as now in effect and as may be amended from time to time.

COOPERATION AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON AND NORTHWEST HOUSING ALTERNATIVES

- 2.2 The SUBRECIPIENT agrees to use CDBG funds provided pursuant to this Agreement for eligible activities as described in 24 CFR 570.201 (c), and agrees not to use such funds for any ineligible activity described in 24 CFR 570.207.
- 2.3 The SUBRECIPIENT shall expend all funds to benefit either homeless persons, or persons at imminent risk of becoming homeless. Documentation shall be provided through submission of monthly HMIS reports on all HomeBase activities. The report shall be submitted to the GRANTEE within 15 days of the end of each month.
- 2.4 The GRANTEE will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by the GRANTEE will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within ten (10) days after being notified by the GRANTEE, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.
- 2.5 The GRANTEE agrees to apply for and administer CDBG funds received under the ACT, and to provide funds to the SUBRECIPIENT pursuant to this Agreement.
- 2.6 As a requirement of the receipt of CDBG funds the SUBRECIPIENT agrees to participate in the implementation, administration and evaluation of the Homeless Management Information System.
- 2.7 HMIS Reporting. The SUBRECIPIENT will comply with:
 - 2.7.1 Current HMIS Policy & Procedures;
 - 2.7.2 HMIS Participation Agreement; and
 - 2.7.3 HMIS Home base reporting requirements.

3. Project Budget

- 3.1 The GRANTEE shall provide the SUBRECIPIENT an amount not to exceed \$25,000 of Community Development Block Grant (CDBG) funds and \$100,000 of County General Funds for eligible PROJECT expenditures. The CDBG obligations of the GRANTEE are expressly subject to the GRANTEE receiving funds from HUD for this project, and in no event shall the GRANTEE'S financial contribution exceed the amount finally granted, released and approved by HUD for this project.
- 3.2 The SUBRECIPIENT shall use CDBG funds provided under this Agreement for eligible activities under 24 CFR 570.201 (e) and within the limitations of 24 CFR 570.503 and the allowable costs in accordance with the provisions of 24 CFR 570.502 (b).
- 3.3 The GRANTEE will pay the SUBRECIPIENT on a cost reimbursement basis for all eligible program costs and services included in the Scope of Work (ATTACHMENT A). The SUBRECIPIENT shall submit a signed request for reimbursement form each month. The request for reimbursement must include the following:
 - 3.3.1 Demographic information for each assisted household per HMIS reporting requirements.
 - 3.3.2 Summary of expenses incurred for each household along with source documentation. In addition, an HMIS report documenting the type and amount of financial assistance for each household shall accompany the invoice. The monthly invoice is attached (ATTACHMENT C).

COOPERATION AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON AND NORTHWEST HOUSING ALTERNATIVES

- 3.3.3 Information on the household demographics HMIS reports, the source documentation and the summary of expenses incurred for each specific household must all correlate
- 3.4 The SUBRECIPIENT must submit the monthly invoice to the County on the 15th day after the end of the month, starting with the month in which the Agreement was signed.
- 3.5 The County will make payment to the SUBRECIPIENT as soon as practicable but not more than 30 days after said invoice and reports are received and approved by the County.
- 3.6 The SUBRECIPIENT will provide documentation to the County at project completion showing that:
- 3.6.1 The project activities were completed in accordance with this Agreement
- 3.6.2 The sources and value of its contribution to the project are reported on a Matching Funds Report. (See ATTACHMENT E).
- 3.7 The SUBRECIPIENT may begin accruing expenditures against this grant on July 1, 2012. Reimbursement shall not occur until the GRANTEE has received notification of grant award from HUD and approval of this Agreement.
- 3.8 The SUBRECIPIENT shall submit a copy of its annual audit prepared in accordance with the requirements in 24 CFR 570.610.
4. Liaison Responsibility
- 4.1 Angela Trimble will act as liaison from the SUBRECIPIENT for this Project.
- 4.2 Mark Sirois will act as liaison from the GRANTEE.
5. General Conditions
- 5.1 **Federal, State and Local laws.** The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- 5.2 **Non-profit Status.** The SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
- 5.2.2. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
- 5.2.3. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
- 5.2.4. That it has an accounting system and a voluntary board; and
- 5.2.5. That it practices nondiscrimination in the provision of assistance to the homeless.
- 5.3 **Independent Agreementor.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent Agreementor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA,

COOPERATION AGREEMENT

BETWEEN

CLACKAMAS COUNTY, OREGON AND NORTHWEST HOUSING ALTERNATIVES

retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent subrecipient

- 5.4 **Indemnification.** The SUBRECIPIENT agrees to indemnify, save harmless and defend the GRANTEE, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the SUBRECIPIENT or the employees of the SUBRECIPIENT.
- 5.5 **Debt Limitation.** This Agreement is expressly subject to the debt limitation of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of the GRANTEE are also expressly subject to the GRANTEE receiving funds from HUD for this project and in no event shall the GRANTEE's financial contribution exceed the amount finally granted, released and approved by HUD for this project.
- 5.6 **Workers' Compensation.** The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
- 5.7 **Insurance.** The SUBRECIPIENT shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. The SUBRECIPIENT shall comply with insurance requirement of 24 CFR 84, Bonding and Insurance. The SUBRECIPIENT will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all affected SUBRECIPIENT property. The SUBRECIPIENT will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance.
- 5.8 **Grantor Recognition.** The SUBRECIPIENT shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this Agreement.
- 5.9 **Nonsubstituting for Local Funding.** The funding made available under this Agreement shall not be utilized by the SUBRECIPIENT to reduce substantially the amount of local financial support for homeless assistance activities below the level of such support prior to the availability of funds under this Agreement.
- 5.10 **Evaluation.** The SUBRECIPIENT agrees to participate with the GRANTEE in any evaluation project or performance report, as designed by the GRANTEE or the appropriate Federal department, and to make available all information required by any such evaluation process.
- 5.11 **HMIS.** The SUBRECIPIENT will participate in and comply with efforts to fulfill HUD requirements to produce valid reports in the Homeless Management Information System.
- 5.12 **Lead-Based Paint.** SUBRECIPIENT agrees to comply with the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
- 5.13 **Debarred, Suspended or Ineligible Agreementors.** SUBRECIPIENT agrees to comply with the provisions of 24 CFR Part 84.13 relating to the employment, engagement of services, awarding of Agreements, or funding of any; Agreementors or subAgreementors during any period of debarment, suspension, or placement in ineligibility status.

COOPERATION AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON AND NORTHWEST HOUSING ALTERNATIVES

- 5.14 **Drug-Free Workplace Act of 1988.** SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988 by administering in good faith a policy designed to ensure that its facilities are free from the illegal use, possession or distribution of drugs or alcohol by its beneficiaries.
- 5.15 **Procurement.** The SUBRECIPIENT shall comply with the procurement standards applying to subrecipients contained in 24 CFR Part 84 which include:
- 5.15.1 Part 84.42, Standards of conduct governing the performance of its employees engaged in the award and administration of Agreements;
 - 5.15.2 Part 84.43, Procurement transactions to be conducted in a manner to provide, to the maximum extent practicable, open and free competition;
 - 5.15.3 Part 84.44, Established written procurement procedures;
 - 5.15.4 Part 84.45, Cost and price analysis;
 - 5.15.5 Part 84.46, Procurement records; and
 - 5.15.6 Part 84.47, Agreement administration.

6. Administrative Requirements

6.1. Financial Management

- 6.1.1. ~~Accounting Standards.~~ The SUBRECIPIENT agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.
- 6.1.2. **Cost Principles.** The SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122 "Cost Principles for Non-Profit Organizations," or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the SUBRECIPIENT is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.

~~6.2. Documentation and Record-Keeping~~

- 6.2.1. **Records to be Maintained.** The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:
- 6.2.1.1. Records providing a full description of each activity undertaken;
 - 6.2.1.2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - 6.2.1.3. Records required to determine the eligibility of activities;
 - 6.2.1.4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

COOPERATION AGREEMENT

BETWEEN

CLACKAMAS COUNTY, OREGON AND NORTHWEST HOUSING ALTERNATIVES

- 6.2.1.5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- 6.2.1.6. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- 6.2.1.7. Other records necessary to document compliance with Subpart K of 24 CFR 570.
- 6.2.2. **Retention.** The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
- 6.2.3. **Client Data.** The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designees for review upon request.
- 6.2.4. **Disclosure.** The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GRANTEE's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- 6.2.5. **Property Records.** The SUBRECIPIENT shall maintain real property inventory records with clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.
- 6.2.6. **Close-Outs.** The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the GRANTEE), and determining the custodianship of records.
- 6.2.7. **Audits & Inspections.** All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GRANTEE, their designees or the Federal Government, at any time during normal business hours, as often as the GRANTEE deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the

COOPERATION AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON AND NORTHWEST HOUSING ALTERNATIVES

SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current GRANTEE policy concerning SUBRECIPIENT audits and, as applicable OMB Circular A-133.

6.3. Reporting and Payment Procedures

- 6.3.1. **Program Income.** The SUBRECIPIENT shall report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the GRANTEE at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the GRANTEE.
- 6.3.2. **Indirect Cost.** If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT's share of administrative costs and shall submit such plan to the GRANTEE for approval, in a form specified by the GRANTEE.
- 6.3.3. **Payment Procedures.** The GRANTEE will pay to the SUBRECIPIENT funds available under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with an approved budget and GRANTEE policy concerning payments. Payments will be made for eligible expenses actually paid by the SUBRECIPIENT (reimbursement). Payments will be adjusted by the GRANTEE in accordance with program income balances available in SUBRECIPIENT accounts. In addition, the GRANTEE reserves the right to liquidate funds available under this Agreement for costs incurred by the GRANTEE on behalf of the SUBRECIPIENT.

6.4. Procurement

- 6.4.1. **Compliance.** The SUBRECIPIENT shall comply with current GRANTEE policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the GRANTEE upon termination of this Agreement.
- 6.4.2. **OMB Standards.** The SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.
- 6.4.3. **Travel.** The subrecipient shall obtain written approval from the GRANTEE for any travel outside the metropolitan area with funds provided under this Agreement.

7. Relocation, Real Property Acquisition And One-For-One Housing Replacement

- 7.1 The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations

COOPERATION AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON AND NORTHWEST HOUSING ALTERNATIVES

at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable GRANTEE ordinances, resolutions and policies concerning the displacement of persons from their residences.

8. Personnel & Participant Conditions

8.1. Civil Rights

8.1.1. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

8.1.2. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agreementing agency setting forth the provisions of this nondiscrimination clause.

8.1.3. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

8.1.4. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

COOPERATION AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON AND NORTHWEST HOUSING ALTERNATIVES

8.2. Affirmative Action

- 8.2.1. **Plan.** The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GRANTEE's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- 8.2.2. **W/MBE.** The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- 8.2.3. **Access to Records.** The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subAgreementors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- 8.2.4. **Notifications.** The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understandings, a notice, to provided by the agency Agreementing officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 8.2.5. **EEO/AA Statement.** The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- 8.2.6. **SubAgreementing Provisions.** The SUBRECIPIENT will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subAgreement or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subAgreements.

8.3. Employment Restrictions

- 8.3.1. **Prohibited Activity.** The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- 8.3.2. **Labor Standards.** The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Agreement: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with

COOPERATION AGREEMENT

BETWEEN

CLACKAMAS COUNTY, OREGON AND NORTHWEST HOUSING ALTERNATIVES

hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request. The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Agreements engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

8.3.3. "Section 3" Clause

8.3.3.1. **Compliance.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subAgreementors. Failure to fulfill these requirements shall subject the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subAgreementors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no Agreemental or other disability exist which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subAgreements executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or

COOPERATION AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON AND NORTHWEST HOUSING ALTERNATIVES

neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no Agreemental or other legal incapacity exists which would prevent compliance with these requirements.

- 8.3.3.2. **Notifications.** The SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 8.3.3.3. **SubAgreements.** The SUBRECIPIENT will include this Section 3 clause in every subAgreement and will take appropriate action pursuant to the subAgreement upon a finding that the subAgreementor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subAgreement with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subAgreement unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

8.4. Conduct

8.4.1. **Assignability.** The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.

8.4.2. SubAgreements

- 8.4.2.1. **Approvals.** The SUBRECIPIENT shall not enter into any subAgreements with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
- 8.4.2.2. **Monitoring.** The SUBRECIPIENT will monitor all subAgreemented services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
- 8.4.2.3. **Content.** The SUBRECIPIENT shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subAgreement executed in the performance of this Agreement.
- 8.4.2.4. **Selection Process.** The SUBRECIPIENT shall undertake to insure that all subAgreements let in the performance of this Agreement shall be awarded on a

COOPERATION AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON AND NORTHWEST HOUSING ALTERNATIVES

fair and open competition basis. Executed copies of all subAgreements shall be forwarded to the GRANTEE along with documentation concerning the selection process.

- 8.4.3. **Hatch Act.** The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- 8.4.4. **Lobbying.** The SUBRECIPIENT hereby certifies that:
- 8.4.4.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of a Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan, or cooperative agreement;
 - 8.4.4.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - 8.4.4.3. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subAgreements, subgrants, and Agreements under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - 8.4.4.4. Lobby Certification - Paragraph d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 8.4.5. **Copyright.** If this Agreement results in any copyrightable materials or inventions, the GRANTEE and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
- 8.4.6. **Religious Organization.** The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

COOPERATION AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON AND NORTHWEST HOUSING ALTERNATIVES

9. Amendment

- 9.1. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.
- 9.2. The GRANTEE may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both GRANTEE and SUBRECIPIENT.

10. Term of Agreement

- 10.1. This Agreement becomes effective when it is signed by both Parties.
- 10.2. The term of this Agreement is July 1, 2012 to June 30, 2013.
- 10.3. This Agreement may be suspended or terminated prior to the expiration of its term by:
- 10.3.1. Written notice provided by the GRANTEE in accordance with 24 CFR 85.43 resulting from material failure by the SUBRECIPIENT to comply with any term of this Agreement, or;
- 10.3.2. Mutual agreement by the GRANTEE and SUBRECIPIENT in accordance with 24 CFR 85.44. See ATTACHMENT D
- 10.4. Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CDBG or County General funds shall remain with the GRANTEE.

Northwest Housing Alternatives

**CLACKAMAS COUNTY
BOARD OF COMMISSIONERS**

Commissioner Charlotte Lehan, Chair
Commissioner Jim Bernard
Commissioner Jamie Damon
Commissioner Ann Liningier
Commissioner Paul Savas

Signing on Behalf of:

Signing on Behalf of the Board:



Martha McLennan, Director

Cindy Becker, Director
Department of Health, Housing and
Human Services

Date

Date

8/24/12

ATTACHMENT A
Scope of Work & Budget

I. Scope of Work

Agency agrees to accomplish the following work under this contract:

- A. Provide services to individuals, couples, and families with children who are homeless or at risk of becoming homeless under the HomeBase Program. To be eligible program participants the household must reside in Clackamas County and must be at or below 30% of the Area Median Income.
- B. Eligible Services will include the provision of financial assistance, case management services, and program administration.
 1. Financial assistance will be determined on a case by case basis and may include:
 - (a) assistance with current or past due rent;
 - (b) assistance with current or past due utility bills
 - (c) rent or utility arrears from prior housing units
 - (d) security or utility deposits
 - (e) temporary storage costs
 - (f) moving cost assistance
 2. Case management assistance will be determined on a case by case basis. Case management services will continue for a minimum of three months after the conclusion of any form of financial assistance. Case management services may include:
 - (a) assessment and case planning
 - (b) information and referral
 - (c) housing search and placement
 - (d) skills training
 - (e) credit repair
 3. Administration may include reasonable costs related to overall program management, coordination, monitoring and evaluation. Such costs may include salaries, wages, and related costs of staff conducting the following types of assignments:
 - (a) Developing systems for assuring compliance with program requirements;
 - (b) Monitoring program activities for progress and compliance with program requirements;
 - (c) Preparing reports and other documents related to the program for submission to HUD;
 - (d) Coordinating the resolution of audit and monitoring findings;
Evaluating program results against stated objectives;
 - (e) Data collection and reporting of accomplishments using the HMIS System
(including participant demographics, services provided and outcomes).
- C. It is expected that the financial assistance funding under this contract will provide assistance to approximately 30 households of the estimated 170 total households served by HomeBase in the year.
- D. Services to clients will be limited to the July 1, 2012 to June 30, 2013 contract performance period.

September 27, 2012

Board of Commissioners,
Clackamas County

Members of the Board:

**Request for Approval of the January 2013 – December 2016
Older Americans Act Area Plan on Aging for Social Services Division
Aging and Disability Services**

The Social Services Division of the Health, Housing, and Human Services Department requests the approval of the Older Americans Act (OAA) January 2013 through December 2016 Area Plan on Aging. The Older Americans Act is "An Act to provide assistance in the development of new or improved programs to help older persons through grants to the States for community planning and services and for training, through research, development, or training project grants and to establish within the Department of Health, Education, and Welfare an operating agency to be designated as the *Administration on Aging*."

Every three years the State Adults and People with Disabilities Division requires all 17 designated Area Agencies on Aging (AAA) in Oregon to submit a multi-year plan to show a comprehensive and coordinated system for the delivery of supportive services for older persons and persons with disabilities in their respective areas. The goal for providing these services is to assist older and disabled residents in meeting their individual needs by linking or providing them with resources and services. This assistance enables them to live independent interactive lives for as long as possible. The Clackamas County plan includes the following sections:

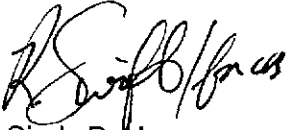
- Agency Planning & Priorities – description of mission, values, and vision; planning process utilized for the plan development, and prioritization of discretionary funding.
- Planning & Service Area Profile – profile of population to be served; types of services to be funded; and other Community Resources.
- Issues Areas, Goals & Objectives – Local Issues Areas with Goals and Objectives for each issue areas.
- Area Plan Budget – OAA Budget by Service Category
- Services & Method of Service Delivery – list of funded services provided under Older American Act and Oregon Project Independence.

Approval and submission of this Plan is a contractual requirement of our revenue Intergovernmental Agreement for 2011-2013, and subsequent fiscal years through December 2016, with the State of Oregon, acting by and through its Department of Human Services, Adults and People with Disabilities Division. This revenue contract provides funding so older and disabled citizens of Clackamas County may obtain services from Social Services Division's Aging and Disability Services and its subcontractors. The Intergovernmental Agreement will be amended during this Plan's three year period as funding allocations and/or types of service change.

Recommendation:

We recommend the approval of this Area Plan for 2013-2016 and that Brenda Durbin, AAA/Social Services Director, Glenn Koehrsen, Clackamas County AAA Advisory Council Chair, and Cindy Becker all be authorized to sign on behalf of the Board of County Commissioners as required by the Plan.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Brenda Durbin, # 503-655-8641

2013-16 Clackamas County Area Plan Executive Summary

Why we do an Area Plan

Every four years Clackamas County Social Services, the Area Agency on Aging for Clackamas County, is required to develop an Area Plan that describes how the agency will use federal Older American Act (OAA) funding and Oregon Project Independence (OPI) funding to assist residents of Clackamas County to remain independent and healthy and engaged in their communities for as long as possible.

The Plan includes an overview of the agency, demographic information on the senior population in Clackamas County, information on current services and programs available to seniors and their caregivers, an assessment of the need for services for older adults, and a detailed timeline of goals and activities that will be accomplished during the four year Plan period.

Demographics

The Clackamas County senior population is growing much faster than the general population. Seniors in Clackamas County are more likely to live with low incomes than does the general population, even as 38% are still active in the workforce. The minority population is quite low, which creates challenges to providing culturally appropriate support. The large number of seniors living in rural areas also creates challenges for service delivery since Clackamas County lacks a robust public transportation system.

Service Delivery Network in Clackamas County

Clackamas County is a large and diverse county, covering 1,879 square miles with 17 incorporated cities and towns. In order to serve seniors residing in all areas of the county, Clackamas County Social Services utilizes a single entry approach, working with a comprehensive network of ten Senior, Adult or Community Centers, to ensure that every senior in Clackamas County has easy access to information and services. Social Services also works with Senior Council, the state Medicaid office, and numerous other non-profit, faith based and government agencies. In 2010, Clackamas County launched the Clackamas Resource Connection, an Aging and Disability Resource Center (ADRC), to provide additional services for all residents of Clackamas County.

Planning and Review Process

Clackamas County Social Services initiated a comprehensive senior needs assessment in August of 2009. In partnership with AARP Oregon and OSU Extension Service, engAGE in Community has documented community need and has worked with hundreds of county residents to help make Clackamas County more age-friendly.

Components of the needs assessment include:

- One-on-one interviews with over 100 seniors who utilize senior center services and activities, and seniors residing in low income housing
- A county-wide telephone survey
- Community asset and barrier inventories and community conversations in six Clackamas County Communities
- An in-depth analysis of the needs of Hispanic seniors in Clackamas County

How are funds used?

OAA funds are divided into several "Titles" and may only be used for specific types of services. These include case management, information and assistance, transportation, legal services, nutrition, wellness activities, elder abuse education, and family caregiver support services.

OPI funding may only be used for in-home services (case management, homemaker, personal care, home delivered meals, respite) for clients who are not eligible for Medicaid programs but have needs they are unable to manage on their own.

How can comments concerning the Area Plan be made?

We are required to hold at least one public hearing on the Area Plan prior to its implementation. All comments, or objections, by people in attendance to material presented at the public hearing(s) and any changes made based on the comments will be noted in the Area Plan. Comments may also be submitted to Stefanie Reid via e-mail at stefanierei@clackamas.or

To obtain a complete copy of the Clackamas County Social Services Division Aging and Disability Services (ADS) Area Plan contact Social Services at 503-650-8640 and ask for the ADS Contracts Specialist. You may request either an electronic copy or a hard copy of the Area Plan document.

September 27, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Amendment # 2 to a
Professional, Technical, and Consultant Service Contract with
Empowerment Initiatives, Inc. to Provide Residential Peer Support Services**

Clackamas County Behavioral Health Division of the Health, Housing and Human Services Department requests the approval Amendment # 2 to a Professional, Technical, and Consultant Service contract with Empowerment Initiatives, Inc.

Empowerment Initiatives, Inc. provides peer support services to residents of Villebois Community Housing Site and Chez Ami Apartments. Services include companion care, transportation, activity coordination, problem solving, medication reminders and communication skills development for residents. The agreement was originally reviewed and approved by the Board on October 13, 2011.

Amendment # 2 extends the contract through December 31, 2012 and adds funding to cover from July 1, 2012 through December 31, 2012.

The maximum contract value is increased by \$150,000 to a revised contract value of \$358,250. County Counsel has reviewed and approved this contract as part of the H3S contract standardization project. No County General Funds are involved. It is effective July 1, 2012 and terminates on December 31, 2012. The contract is retroactive due to negotiations with the contractor.

Recommendation:

We recommend the approval of this contract and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments,
please contact Emily M. Zwetzig at (503)742-5318.

Healthy Families. Strong Communities.

Contract Amendment Health, Housing and Human Services Department

DHS Contract Number BH-63-11/12 Board Agenda Number 101311-A2

and Date October 13, 2011

Division Behavioral Health Amendment No. 2

Contractor Empowerment Initiatives, Inc.

Amendment Requested By Teri Beemer, Director

Changes: Scope of Services
 Contract Time

Contract Budget
 Other _____

Justification for Amendment:

This contract provides peer support services to residents of Villebois Community Housing Site and Chez Ami Apartments. This amendment adds \$150,000 in funding to cover the three month extension allowed on Amendment # 1 plus the additional three month extension on this amendment.

The amendment is effective **July 1, 2012** and continues through **December 31, 2012**.

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

AMEND: Paragraph I. SCOPE OF SERVICES

- C. Services required under the terms of this agreement shall commence **July 1, 2011**. This agreement shall terminate **September 30, 2012**.

TO READ:

- C. Services required under the terms of this agreement shall commence **July 1, 2011**. This agreement shall terminate **December 31, 2012**.

AMEND: Paragraph II. COMPENSATION AND RECORDS

- A. Compensation: COUNTY shall compensate CONTRACTOR for satisfactorily performing the services identified in Section I as follows:

Villebois Community Housing Site total payment based on actual cost shall not exceed **\$125,333**.
The total payment calculation is based on CONTRACTOR providing five 8-hour day shifts and seven 8-hour swing shifts per week at Renaissance Court.

Chez Ami Apartments total payment based on actual cost shall not exceed **\$82,917**. The total payment calculation is based on CONTRACTOR providing seven 6-hour swing shifts per week.

The total payment to CONTRACTOR shall not exceed **\$208,250**.

Empowerment Initiatives, Inc.

Professional, Technical, and Consultant Contract – Amendment # 2

Page 2 of 2

TO READ:

- A. Compensation: COUNTY shall compensate CONTRACTOR for satisfactorily performing the services identified in Section I as follows:

Villebois Community Housing Site total payment based on actual cost shall not exceed **\$214,950**. The total payment calculation is based on CONTRACTOR providing five 8-hour day shifts and seven 8-hour swing shifts per week at Renaissance Court.

Chez Ami Apartments total payment based on actual cost shall not exceed **\$143,300**. The total payment calculation is based on CONTRACTOR providing seven 6-hour swing shifts per week.

The total payment to CONTRACTOR shall not exceed **\$358,250**.

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

EMPOWERMENT INITIATIVES

By: 

Paul Herrera, Vice President

PATRICK NOLEN

9-18-2012 BOARD MEMBER

Date

3941 SE Hawthorne Blvd

Street Address

Portland, Oregon 97214

City/State/Zip

(503)249-1413 / (503)282-1554

Phone

/ Fax

CLACKAMAS COUNTY

Commissioner: Charlotte Lehan, Chair

Commissioner: Jim Bernard

Commissioner: Jamie Damon

Commissioner: Ann Lininger

Commissioner: Paul Savas

Signing on Behalf of the Board:

Cindy Becker, Director

Health, Housing and Human Services Department

Date

September 27, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with
Oregon Health & Science University - Intercultural Psychiatric Program
for Behavioral Health Outpatient Services**

Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with Oregon Health & Science University (OHSU) - Intercultural Psychiatric Program.

This contract provides for mental health outpatient services to adults and children who are Clackamas County Oregon Health Plan (OHP) members capitated to the County and for whom services are authorized by CCBHD. This agreement was last approved by the Board on March 30, 2006.

The agreement is based on preauthorized fee-for-service at Medicaid rates currently in effect when the service is provided. The agreement has no upper limit; expenditures are controlled and monitored by CCBHD staff who authorize and monitor service on an on-going basis. The agreement is funded with Oregon Health Plan funds; no County general funds are involved. The effective date of the agreement is upon signature and terminates on December 31, 2012.

Recommendation

We recommend the approval of this agreement and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments,
please contact Emily M. Zwetzig at (503)742-5318.

Healthy Families. Strong Communities.

2051 Kaen Road #239, Oregon City, OR 97045 • Phone: 503-650-5697 • Fax: 503-655-8677 • www.clackamas.us

BEHAVIORAL HEALTH SERVICES AGREEMENT

This Behavioral Health Services Agreement is between Oregon Health & Science University, an Oregon statutory public corporation, hereinafter called "OHSU" and Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY". This Agreement is for outpatient mental health services provided by OHSU's Intercultural Psychiatric Program only.

Whereas, COUNTY is in need of professional outpatient mental health services to adults and children who are COUNTY Oregon Health Plan Members capitated to COUNTY and residents of Clackamas County who are eligible for services as uninsured, indigent individuals; and

Whereas, OHSU is a public corporation formed for the purpose of improving health through its four-part mission of education, patient care, research and public service;

Whereas, OHSU provides health care services to patients within the scope of its licensure or accreditation;

Whereas, OHSU operates a qualified Intercultural Psychiatric Program that can provide the services that COUNTY requires; and

Whereas, the provision of these services by OHSU will benefit the treatment programs of COUNTY; and

Whereas, it is mutually desirable for OHSU to provide the services required by COUNTY;

Now, therefore, the parties agree to the following conditions:

AGREEMENT

1.0 Engagement

COUNTY hereby engages OHSU to provide services as described in Exhibit C, Scope of Work, attached hereto and incorporated herein. This Agreement sets forth the terms under which OHSU will contract with COUNTY to provide mental health services to Oregon Health Plan Medicaid recipients enrolled with COUNTY's Mental Health Organization and residents of Clackamas County who are eligible for services as uninsured, indigent individuals.

2.0 Term

Services provided under the terms of this Agreement shall commence upon the Effective Date. The Effective Date shall be the first day of the month following that in which the Agreement has been fully executed and all signatures have been acquired. This agreement shall terminate December 31, 2012 unless terminated by one or both parties as provided for below. This Agreement may be renewed annually and amended by mutual consent of both parties.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate OHSU as specified in Exhibit B, Compensation and Payment, for satisfactorily performing contracted services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this Agreement, should OHSU fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until OHSU

performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of OHSU.

3.3 Financial Records. OHSU shall maintain complete and legible financial records pertinent to authorized Covered Services delivered and payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines such as outlined in Office of Management and Budget circulars A-87, A-122 and A-133. Financial records and supporting documents shall be retained for at least five (5) years after final payment is made under this Agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to OHSU were in excess of the amount to which OHSU was entitled, OHSU shall repay the amount of the excess to COUNTY.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. OHSU shall comply with all Federal, State and local laws, rules and regulations applicable to work performed under this Agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit F, Compliance with Applicable Law, attached hereto and incorporated herein. OHSU shall comply with OAR 410-120-1380, which establishes the requirements for compliance with Section 4751 of OBRA 1991 and ORS 127.649, Patient Self-Determination Act.

4.2 Subcontracts. OHSU shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from COUNTY. OHSU shall not be relieved of any of OHSU's obligations hereunder by virtue of any such subcontract, and shall remain directly responsible for compliance with all the terms of this Agreement.

4.3 Independent Contractor. OHSU certifies that it is an independent contractor and not an employee or agent of County, State or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of OHSU.

4.4 Workers' Compensation. OHSU certifies that it is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement.

5.0 General Conditions

5.1 Indemnification. Subject to any and all limitations, exclusions, and notice requirements of the Oregon Tort Claims Act (ORS 30.260 through 30.300), COUNTY agrees to hold harmless and defend with counsel acceptable to OHSU, and indemnify OHSU, its directors, officers, employees and agents from and against any and all liability, damages, settlements, loss, costs, and expenses (including reasonable attorneys fees) suffered or incurred in connection with any action, suit, or claim, of any kind or nature, whether in contract, tort or otherwise, resulting from or arising out of COUNTY's, or its subcontractors, reckless, careless or negligent acts, omissions, services or work performed under this contract.

Subject to any and all limitations, exclusions, and notice requirements of the Oregon Tort Claims Act (ORS 30.260 through 30.300), OHSU agrees to hold harmless, and defend with counsel acceptable to COUNTY, and indemnify and reimburse each of COUNTY and its respective directors, officers, employees, agents, subsidiaries, successors and assigns, entities acquired or hereinafter created, (collectively, "COUNTY Indemnified Parties"); from and against any and all liability, damages, settlements, loss, costs, and expenses (including costs incidental to the investigations and defense thereof and reasonable attorney's fees) suffered or incurred in connection with any action, suit, or claim, of any kind or nature, whether in contract, tort or otherwise, resulting from or arising out of OHSU's, reckless, careless or negligent acts, omissions, services or work performed under this contract.

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

As OHSU is a public body, OHSU's liability under this Agreement is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. During the term of this Agreement, OHSU shall maintain in force at its own expense through a program of self-insurance each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

OHSU shall maintain a program of self-insurance during the term of this Agreement covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This program of self-insurance shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it

5.2.2 Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

OHSU is subject to the provisions and limitations of the Oregon Tort Claims Act ORS 30.260 through 30.300 for tort liability, including personal injury and property damage. These provisions establish OHSU's limits of liability. Per the Oregon Tort Claims Act, OHSU maintains the necessary resources to manage OHSU claims.

5.2.7 Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, OHSU shall provide a letter attesting to its program of self-insurance to COUNTY. No Agreement shall be in effect until required certificates have been received, approved and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with.

5.2.8 Independent contractor Status. The service or services to be rendered under this Agreement are those of an independent contractor. UNIVERSITY is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265.

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

5.3 Controlling State Law. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any action or suit involving this Agreement shall be filed and tried in Clackamas County, Oregon.

5.4 Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by OHSU and COUNTY.

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

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

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

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

5.9 Public Contracting Requirements. Pursuant to the requirements of ORS 279B-020 and ORS 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

5.9.1 OHSU shall:

- a. Make payments promptly, as due, to all persons supplying to OHSU labor or materials for the performance of the work provided for in this Agreement.
- b. Pay all contributions or amounts due the Industrial Accident Fund that OHSU incurred in performance of this Agreement.
- c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.9.2 If OHSU fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to OHSU by any person in connection with this Agreement as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due OHSU by reason of this Agreement.

5.9.3 OHSU shall pay employees at least time and a half for all overtime work performed under this Agreement in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

5.9.4 OHSU shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of OHSU, of all sums that OHSU agrees to pay for the services and all monies and sums that OHSU collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5.9.5 All employers working under this Agreement are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

5.10 Integration. This Agreement contains the entire agreement between COUNTY and OHSU and supersedes all prior written or oral discussions or agreements.

6.0 Termination

6.1 Termination Without Cause. This Agreement may be terminated by mutual consent of both parties, or by either party upon ninety (90) business days notice, in writing and delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY may terminate this Agreement effective upon delivery of written notice to OHSU, or at such later date as may be established by COUNTY, under any of the following conditions:

6.2.1 The terms of the OHP Medicaid Demonstration Project are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding authorized by this Agreement.

6.2.2 The termination, suspension or expiration of the MHO Contract.

6.2.3 COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. Alternatively, the parties may agree to modify the Agreement to accommodate a reduction in funding.

6.2.4 COUNTY has evidence that OHSU has endangered or is endangering the health or safety of Clients, staff or the public. OHSU shall ensure the orderly and reasonable transfer of care in progress with Clients and shall work with COUNTY staff to accomplish same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of OHSU, or the lapse, relinquishment, suspension, expiration, cancellation or termination of OHSU's insurance as required in this Agreement.

6.2.6 OHSU's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage OHSU's affairs, or the judicial declaration that OHSU is insolvent.

6.2.7 If OHSU fails to perform any of the other provisions of this Agreement, or fails to pursue the work of this Agreement in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.

6.3 Notice of Default. COUNTY may also issue written notice of default (including breach of contract) to OHSU and terminate the whole or any part of this Agreement if OHSU substantially fails to perform the following specific provisions: Exhibit D(2)(A) Licenses and, Certification; Exhibit D(2)(C) Quality Assurance and Utilization Review; and Exhibit D(3) Recordkeeping and Reporting. The rights and remedies of COUNTY related to defaults (including breach of contract) by OHSU shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6.4 Transition. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. OHSU and COUNTY shall continue to perform all duties and obligations under this Agreement with respect to Clients under care of OHSU to the date of termination.

7.0 Notices

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

If to OHSU:

Oregon Health & Science University
Managed Care Contracting & Network Development
Mailcode: MBS81
3181 SW Sam Jackson Park Road
Portland, OR 97239-3098

If to COUNTY:

Clackamas County Behavioral Health Division
2051 Kaen Road, # 367
Oregon City, OR 97045

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

| | |
|-----------|--------------------------------|
| Exhibit A | Definitions |
| Exhibit B | Compensation and Payment |
| Exhibit C | Scope of Work |
| Exhibit D | Performance Standards |
| Exhibit E | Fraud and Abuse |
| Exhibit F | Compliance with Applicable Law |

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

Thomas M. Heckler
Thomas M. Heckler
Senior Associate Dean, OHSU School of
Medicine

8/23/12

Street Address

City/State/Zip

Phone Number

CLACKAMAS COUNTY

Commissioner: Charlotte Lehan, Chair

Commissioner: Jim Bernard

Commissioner: Jamie Damon

Commissioner: Ann Lininger

Commissioner: Paul Savas

Cindy Becker, Director

Health, Housing and Human Services Department

Agreement Effective Date: _____, 20 _____

S:\Admin\CONTRACTS\MIHO\Expense\OHSU\OHSU-IPP

September 27, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment # 1 to a Revenue Agreement with Oregon Health & Science University for the CaCoon Program

The Clackamas County Public Health Division (CCPHD) of the Health, Housing and Human Services Department (H3S) requests the approval of Amendment # 1 to a Revenue Agreement with Oregon Health & Science University (OHSU), Child Development and Rehabilitation Center for the continuation of the CaCoon program. CaCoon is an abbreviation for Oregon Care Coordination Program.


The revenue from this agreement allows CCPHD to provide a Community Health Nurse to facilitate community-based and family-centered care coordination for children with special health needs. Specific services include assessment of needs, coordination of healthcare and other services, and knowledge of local comprehensive services. The Board last reviewed and approved this agreement on September 08, 2011.

Amendment # 1 extends the agreement for one year. The total revenue is increased by \$62,000. to a new maximum of \$121,641.76. No county general funds are involved. County Counsel reviewed and approved original agreement on August 23, 2011. The amendment is effective upon signature and terminates on September 30, 2013.

Recommendation:

We recommend the approval of this amendment and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments,
please contact Emily Zwetzig/Office of Business Services at (503)742-5318



SUBAWARD AMENDMENT

| | |
|---|--|
| UNIVERSITY: Oregon Health & Science University 3181 SW Sam Jackson Park Rd., L106RGC Portland OR 97239-3098 | SUBAWARDEE: Clackamas County Public Health Division 2051 Kaen Road Oregon City, OR 97045 |
| PRIME AWARD AGENCY: State of Oregon | PRIME AWARD NUMBER: 126133 |
| PROJECT TITLE: Maternal and Child Health Services Block Grant | OHSU PI: Marilyn Hartzell |
| CFDA Number: 93.994 | SUBAWARD NUMBER: 4 B04MC06604-01-044 |
| Period of Performance: 10/1/11-9/30/13 | Amount Funded this Period: \$62,000.00 |
| SUBAWARDEE PI: Marti Franc | Amendment Number: 1 |

The UNIVERSITY and the SUBAWARDEE mutually agree to the following changes to Subaward Number 4 B04MC06604-01-044

2. Period of Performance

The period of performance of this Agreement shall be October 1, 2011 through September 30, 2013.

4. Compensation and Payment (first paragraph is amended to read)

UNIVERSITY will issue payment to SUBAWARDEE in the amount of \$15,500.00 quarterly. Payment shall be based upon the reasonable, allowable and allocable costs incurred in providing services described in Attachments A, B and D. UNIVERSITY will reserve the right to verify data submission and withhold payment if requirements, per the attachments, and the reporting requirements described in Article 5 are not met.

All other terms and conditions remain the same.

OREGON HEALTH & SCIENCE UNIVERSITY

SUBAWARDEE

By: _____
Timothy Rinner Date
Manager, Research Grants & Contracts

By: _____
Date



11
Dave Cummings
Chief Information Officer

INFORMATION SERVICES

INFORMATION SERVICES BUILDING
121 LIBRARY COURT | OREGON CITY, OR 97045

September 27, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**APPROVAL OF THE ORMAP INTERGOVERNMENTAL AGREEMENT CONTRACT
#2983 BETWEEN THE STATE OF OREGON, DEPARTMENT OF REVENUE AND
CLACKAMAS COUNTY**

Attached is the Intergovernmental Agreement Contracts #2983 between the State of Oregon, Department of Revenue and Clackamas County for participation in the ORMAP revenue sharing program.

This program, legislated in 1999 as ORS 306.135, provides for the funding of GIS digital tax lot capture and the creation of digital Assessor's tax lot maps. The ORMAP program collects \$1.00 from each recorded document. These funds go into a pool administered by the Oregon State Department of Revenue. Funds are distributed to Counties based on competitive grant applications twice a year, in the Spring and Fall. This contract represents our award of our grant request for support to send a GIS application developer to our software vendor, ESRI, to attend holistic testing and development of parcel capture applications.

This IGA contract benefits the County, other counties, and the State. It provides mutually beneficial application design is for all Oregon Counties. Funds from this contract total \$1,000.00 for this one-time grant request. Acquisition of this funding from the State is partially based on matching funds from the County. This particular grant funds a specific project being done by a consortium of Oregon Counties pooling their resources to develop cadastral GIS capture applications. This project moves not only Clackamas County, but other Oregon counties closer to completing digital tax lot maps as required by the State Department of Revenue ORMAP program.

RECOMMENDATION:

Staff respectfully recommends that the Board approve and sign the Intergovernmental Agreement Contract #2983 between the State of Oregon Department of Revenue and Clackamas County for ORMAP. County Counsel has reviewed these on-going ORMAP contracts and has approved as to form.

Sincerely,



David Cummings
Director, Technology Services

For more information please contact Eric Bohard at 503-723-4814