



AGENDA

***Revised**

Added Consent Items C. 2,3,4,5 & 6

Thursday, June 28, 2018 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2018-56

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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

Business & Community Services

1. First & Second Reading of an Ordinance No. _____ Amending Chapter 6.06, Park Rules of the Clackamas County Code and Declaring an Emergency (Jeff Munns, County Counsel)

Clackamas County Budget

2. Resolution No. _____ Adopting the Clackamas County Budget for the 2018-2019 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019 (Diane Padilla, Budget Manager)
3. Resolution No. _____ Adopting Changed Fees for Clackamas County for Fiscal Year 2018-2019 (Stephen Madkour, County Counsel)

Enhanced Law Enforcement District

4. Resolution No. _____ Adopting the Enhanced Law Enforcement District Budget for the 2018-2019 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019 (Diane Padilla)

Clackamas County Extension and 4-H Service District

5. Resolution No. _____ Adopting the Clackamas County Extension and 4-H Service District Budget for the 2018-2019 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019 (Diane Padilla)

Library Service District of Clackamas County

6. Resolution No. _____ Adopting the Library Service District of Clackamas County 2018-2019 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019 (Laura Zentner)

North Clackamas Parks & Recreation District

7. Resolution No. _____ Adopting the North Clackamas Parks & Recreation District's 2018-2019 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019 (Laura Zentner)

Clackamas County Development Agency

8. Resolution No. _____ Adopting and Appropriating Funds for the 2018-2019 Fiscal Year Budget for the Clackamas County Development Agency (Dan Johnson)

Service District No. 5, Street Lighting

9. Resolution No. _____ Adopting and Appropriating Funds for the 2018-2019 FY Budget for Clackamas County Service District No. 5 (Wendi Coryell)
10. Resolution No. _____ Setting Rates for Street Lighting Service Charges in Clackamas County Service District No. 5 (Wendi Coryell)

Water Environment Services

11. Resolution No. _____ Adopting and Appropriating Funds for the 2018-2019 FY Budget for Water Environment Services (Greg Geist, Doug Waugh)
12. Board Order No. _____ Amending and Adopting Rates and Charges for Water Environment Services (Greg Geist, Doug Waugh)
13. Board Order No. _____ Establishing System Development Charges for Water Environment Services for Fiscal Year 2018-2019 (Greg Geist, Doug Waugh)

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

A. Health, Housing & Human Services

1. Approval of a Construction Contract with CivilWorks, NW, Inc. for the Shafford Street Reconstruction Improvements Project – *Housing & Community Development*
2. Approval of Professional Services Agreement with Passport To Languages for Interpreter Services to Clackamas County Health Centers patients – *Health Centers*
3. Approval of an Intergovernmental Agreement with Douglas Education Service District for Access to the Early Learning Reporting System and Training to Utilize the System – *Children, Youth & Families*
4. Approval of Local Recipient Grant Agreement with Northwest Family Services for Children of Incarcerated Parents and Parenting Inside Out Services – *Children, Youth & Families*

5. Approval of a Professional, Technical, and Consultant Services Agreement Amendment No. 4 with Lines for Life for Crisis Intervention and Triage Call Coverage – *Behavioral Health*
6. Approval of an Agency Services Contract with NARA Northwest for Culturally Specific Mental Health Services – *Behavioral Health*
7. Approval of an Intergovernmental Agreement with South Metro Area Regional Transit (SMART), a Department of the City of Wilsonville for Transportation Services to Residents Living in Villebois Community Housing Site – *Behavioral Health*
8. Approval of an Agency Services Contract with Asian Health & Service Center for Culturally Specific Mental Health Services – *Behavioral Health*
9. Approval of an Agency Services Contract with Lutheran Community Services Northwest for Culturally Specific Mental Health Services – *Behavioral Health*
10. Approval of a Professional, Technical & Consultant Services Contract with Northwest Housing Alternatives, Inc. for Supported Housing Services – *Behavioral Health*
11. Approval of Amendment No. 3 to the Agency Services Contract with Compass Group USA, Inc. d.b.a. Bateman Community Living for Food Service for Five Clackamas County Older Americans Act Nutrition Program Meal Sites – *Social Services*
12. Approval of a Grant Renewal Amendment No.1 from the US Department of Housing and Urban Development (HUD), Coordinated Housing Access System – *Social Services*
13. Approval of a Grant Renewal Amendment No. 1 from the US Department of Housing and Urban Development (HUD), Continuum of Care Program for the HOPE I Leasing Program, for the Purpose of Providing Permanent Housing – *Social Services*
14. Approval of a Grant Renewal Amendment No. 1 from the US Department of Housing and Urban Development (HUD), Continuum of Care Program for the HOPE II Leasing Program for the Purpose of Providing Permanent Housing – *Social Services*
15. Approval of a Grant Renewal Amendment No. 1 from the US Department of Housing and Urban Development (HUD), Housing Our Families – *Social Services*
16. Approval of a Grant Renewal Amendment No 1 from the US Department of Housing and Urban Development (HUD), Supportive Housing Program for the Housing Our Heroes Project – *Social Services*
17. Approval of a Grant Renewal Amendment No. 1 from the US Department of Housing and Urban Development (HUD), Supportive Housing Program for the Rent Well Rapid Re-Housing Program – *Social Services*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement creating the Clackamas County HB 2017 Transit Advisory Committee

C. Finance Department

1. Resolution No. _____ Adopting a Methodology for Calculating Cost of Living Adjustments for Non-Represented Clackamas County Employees

- *2. Approval of a Lease Agreement with CGF Family Limited Partnership and Clackamas County for Business and Community Services
- *3. Approval of a Lease Agreement with Willamette Building Partnership and Clackamas County for Health, Housing, and Human Services
- *4. Approval of a Lease Agreement with Homestead Building LLC and Clackamas County for Health, Housing, and Human Services
- *5. Approval of a Lease Agreement with OSU Extension Service and Clackamas County
- *6. Approval of a Contract with DePaul Industries Inc. for Security Screening and Unarmed Security Services for County Departments - *Procurement*

D. Elected Officials

- 1. Approval of Previous Business Meeting Minutes – *BCC*
- 2. Approval of Amendment No. 1 to the Master Service Agreement with Fieldware LLC to Provide Inmate Notification Services for the Renewal and Reinstatement to the Clackamas County Sheriff's Office Master Agreement, and Ratifying Payment for Previously-Provided Services – *Procurement for CCSO*
- 3. Request by the Clackamas County Sheriff's Office for Approval of an Amendment to the Corizon Health Medical Services Contract – *Procurement for CCSO*
- 4. Approval of Contract with Vigilnet America, LLC for Electronic Home Detention Service and Equipment for the Clackamas County Sheriff's Office and the Juvenile Department– *Procurement for CCSO*

E. Juvenile Department

- 1. Approval of Intergovernmental Agreement with the Cities of Gladstone and Milwaukie for Diversion Panel Services

F. Disaster Management

- 1. Approval of Intergovernmental Agreement for the Lending of Fire Agency Personnel within Clackamas County during an Emergency/Disaster Event

G. Community Corrections

- 1. Approval of a Contract with Bridges to Change, Inc. for the Transitional Housing and Mentors Program – *Procurement*
- 2. Approval of a Contract with CODA Inc. to Provide Alcohol & Drug Assessments of Community Corrections' Clients at the Transition Center

IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

- 1. Approval of a Professional Services Contract with 2.ink Studio, P.C. for Milwaukie Bay Park Final Design Services – *Procurement*

V. WATER ENVIRONMENT SERVICES

(Service District No. 1)

1. Approval of a Personal/Professional Services Contract between Water Environment Services and Portland Engineering, Inc. for Telemetry System Integrator of Records (SCADA) Support – *Procurement*
2. Approval of a Personal/Professional Services Contract between Clackamas County Service District No. 1 and Portland Engineering, Inc. for Telemetry System Integrator of Record (SCADA) Support – *Procurement*

VI. 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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>



June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

First & Second Reading of an Ordinance Amending Chapter 6.06,
Park Rules, of the Clackamas County Code and Declaring an Emergency

Purpose/Outcomes	Provides for certain revisions to Code language to ensure continued public safety and improve the customer experience
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	In effect until further amended or repealed.
Strategic Plan Alignment	1. Build Public Trust through Good Government 2. Honor, Utilize, Promote and Invest in our Natural Resources.
Previous Board Action	Parks Advisory Board recommended approval of the changes at its November, 2017 County Parks board meeting.
Contact Person	Rick Gruen, County Parks & Forest Manager, x4345

BACKGROUND:

Business and Community Services' County Parks division manages just under 1,000 acres of park lands and public boat ramps. The public values clean and safe parks as demonstrated in recent park user surveys. County Parks has relied on contracted services with Clackamas County Sheriff's Office (CCSO) for the use of reserve deputies to provide the necessary law enforcement to help ensure compliance of County Park rules described in County Code 6.06. Unfortunately, the reserve deputy pool has diminished to the point where CCSO can no longer provide the necessary manpower required and has recommended the use of private security to help fill the gap. County Code 6.06.060 (A) needs to be amended to allow for contracted agents, as designated by the BCS Director, the ability to enforce park rules and write citations and exclusions as needed. Time is of the essence and revisions to County Code 6.06 should be declared an emergency so that it may go into effect immediately with the first reading of the amendment to Ordinance 6.06. County Counsel has reviewed and approved the language of Chapter 6.06 Code Amendments.

RECOMMENDATION:

Staff respectfully requests that the Board approve the Ordinance changes amending Chapter 6.06, Park Rules, and further to declare it an emergency for immediate adoption.

ATTACHMENTS:

1. 6.06 Parks Rules Final
2. Ch 6.06 Park Rules Enabling Ordinance 2018

Respectfully submitted,

Laura Zentner
Laura Zentner, Director

ORDINANCE NO. ____-2018

**An Ordinance Amending
Clackamas County Code Chapter 6.06, Park Rules and
Declaring an Emergency**

WHEREAS, Clackamas County would like to alter the park reservation system, rules concerning alcohol in parks, prohibit acts described in ORS 163.465, prohibit the use of remote controlled devices, and allow for the designation of an agent to provide private security services in parks;

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

Section 1: Chapter 6.06, Park Rules, of the Clackamas County Code is hereby amended as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

Section 2: Emergency Clause

The Board of Commissioners hereby finds and declares that an emergency exists inasmuch as the immediate effect of this Ordinance is necessary for the peace, health and welfare of the residents of the County. Accordingly, this Ordinance shall be effective upon its adoption.

ADOPTED this _____ day of July, 2018.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

6.06 PARK RULES

6.06.010 Policy and Purpose

The purpose of this chapter is to protect County parks, forest and recreational areas, protect the health, safety and welfare of the public using such areas, and insure the best use of and benefits from such areas. The numbering system for this chapter is necessarily *unique* because of the requirements of the County and State criminal justice systems.

[Codified by Ord. 05-2000, 7/13/00; renumbered from 6.06.02 by Ord. 04-2013, 8/22/13]

6.06.020 Definitions

A. APPROVED CAMPING SHELTER means ground tents, **vehicle tents**, motorhomes, travel trailers, vans and camper units designed specifically for overnight, outdoor camping, such as Class A, B or C vehicles, towables, and truck campers.

B. BOARD means the Board of County Commissioners of Clackamas County.

C. DIVISION means the Clackamas County Parks Division of the Business and Community Services Department and its employees.

D. ANIMAL, as per ORS 167.310, means any non-human mammal, bird, reptile, amphibian or fish. LIVESTOCK, as per ORS 609.125 means any ratites (large flightless birds), psittacines (parrot & macaw type birds), horses, mules, jackasses, cattle, lamas, alpacas, sheep, goats, swine, domesticated fowl and any fur bearing animal bred and maintained commercially or otherwise, within pens, cages and hutches.

E. PARK AREA means any County park, forest or recreational area under the jurisdiction of the board, but not any residence located thereon.

F. PARKS EMPLOYEE means the individual in charge of and/or responsible for a County park area.

G. PARKS DIRECTOR AND/OR THEIR DESIGNATE means the person designated by the Board or the Department to administer the County's programs and policies for County parks, forests, and recreation areas.

H. PEACE OFFICER means a Sheriff, deputy sheriff, constable, marshal, municipal police officer, Oregon State Police officer, and such other persons as may be designated by law.

I. PROHIBITED ARTICLES means fireworks, weapons, glass, and alcoholic beverages under this Chapter.

J. RESERVATION includes, but is not limited to, calling or conveying in writing (fax, email, US mail) in advance to obtain a campsite or day-use area.

K. Other terms shall be defined as set forth in the Oregon Vehicle Code, ORS Chapter 801, unless specifically provided otherwise in this Chapter. TITLE 6 - 17

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07; Renumbered from 6.06.03 and amended by Ord 04-2013, 8/22/13; Amended by Ord. 01-2016, 3/24/16]

6.06.030 Opening, Closing, Entry Into Parks

A. The Division is hereby authorized to close to the public use of any County Park area or portion thereof, restrict the times when any County park area shall be open to such use, and limit or prohibit a recreation use whenever such action is necessary to protect the health or safety of the public, or the safety of the park area or its facilities. Cause for park area closure or limitation, or prohibition, on park area or recreational use includes, but is not limited to: Fire hazard, dangerous weather, water conditions, sanitary protection of the watershed, park area construction or repairs, conservation of fish and wildlife, excessive traffic; unsafe or overcrowded shoreline, ramp, parking or road conditions; the prevention of damage to the park or any of its facilities; or any dangerous, unsafe or unhealthful conditions.

B. Any County employee designated by the Director of Business and Community Services Department or any peace officer may request, as a condition of the license or permit to enter the County's park areas, that persons entering or about to enter allow inspections of all backpacks, briefcases, suitcases, athletic bags, packages, duffle bags, coolers, ice chests, picnic baskets, and other containers capable of concealing prohibited articles:

1. Inspections under this section may occur anywhere on park property. Persons possessing containers subject to inspection shall be informed that they are free to decline the inspection and then must immediately leave the park area.
2. If a person already inside the park area possesses a prohibited article, that person shall be considered to have violated the license to enter and use the park area. The person's license is automatically revoked and the person shall be requested to leave immediately.
3. Any person in violation of park rules is subject to citation and immediate trespass.

C. The County shall display signs at entrances to the park area that generally identify prohibited articles and provide notification of the request for inspection. The signs shall generally describe prohibited articles, explain the potential request for inspection and the right-to-decline options. Similar explanations may be printed on parking receipts and where available may be displayed at ticket windows on County property where parking passes or admissions are regularly sold.

D. No person shall enter or use any County park area or any of its facilities without first paying the required fee, if any, unless such entry or use is otherwise authorized by a valid existing permit in the name of said person. **For all misplaced or stolen parking permits, there shall be a nominal fee for replacement.**

Any permit for entry or receipt for the use of any County park shall be displayed in a way that makes it easily visible from outside the vehicle. Failure to display a permit or receipt in a visible manner is a violation of this section requiring payment. TITLE 6 - 18

- E. Any County employee designated by the Director of Business and Community Services Department or any peace officer may revoke any permit that has been issued erroneously or where there is reasonable cause to believe the permit holder or any person in his or her custody, control, or family, has violated any of the provisions of these rules or any State, County or federal law. Any person whose permit has been revoked and all other persons in his or her custody, control, and family shall immediately leave the park area.
- F. Any person who violates any of these Park Rules, or who violates any state statute (including the vehicle chapter), County ordinance or code while in a County park, may be ordered to leave the park area.
- G. No person who has been ordered to leave a County Park area shall remain therein or return thereto.
- H. The Division may refuse to admit into a park area any person who has been previously ordered to leave a County park.
- I. The daily opening and closing times for each Clackamas County Park, including but not limited to Barlow Wayside, Barton, Boones Ferry Marina, Boring Station, Carver, Eagle Fern, Feyrer, Hebb, Knights Bridge, Madrone ~~Wal~~ **Wall**, Metzler, Ed Latourette, Feldheimer Boat Ramp, Wagon Wheel, and Wilhoit Springs, shall be established by the Parks Director and/or their designate and posted at the entrance to the park.
- J. Except for authorized overnight camping in accordance with these rules, no person, other than peace officers or authorized County personnel, shall enter or remain in any park area after the daily closing time and before the daily opening time.
- K. User fees for campsites are due and shall be paid each day. The fee covers use of facilities and services until the vacating time of 1:00 p.m. the following day.
- L. The person registering for the campsite is responsible for all persons using the campsite adhering to all park area rules, but this shall not provide a defense to any person who actually causes, or participates in causing, a violation of said rules.
- M. Campers must maintain campsites in a clean, sanitary, and safe manner.
- N. Unless otherwise posted at the entrance to the park campground, campsites may be occupied only as assigned by a reservation or at the campground registration area.
- O. No more than two (2) vehicles are allowed in a single campsite. The first vehicle is included in the campsite fee. All excess vehicles will be charged an additional fee and may need to be parked in designated overflow parking.
- P. In order to avoid unnecessary congestion of campground roadways and overloading of campground water and sanitation facilities, a park employee may prohibit entry of non-camper vehicles into the campground area. The park employee may issue temporary entry permits to non-camper vehicles when, in their opinion, such entry will not unnecessarily disrupt the operation, safety, and sanitation facilities of the campground.
- Q. Campsites may be accommodated with any approved camping shelter except those areas that have specific designated usage, i.e., RV only, ground tent only.
- R. Individual campsites are designed to serve one family unit. The following capacities shall apply: TITLE 6 - 19

1. Not more than two (2) tents OR one (1) recreation vehicle and one (1) tent per campsite.
2. A maximum occupancy of 8 persons per site.
3. No person under the age of 18 shall camp overnight unless accompanied by an adult.
4. ADA accessible campsites are designed for campers with mobility challenges. Campers with DMV placards or license plates are given priority in these sites. Unless otherwise noted below persons registering for, or occupying, accessible campsite(s) must clearly display an appropriate placard or plate during their stay. *Note: Large group reservations of all campsites in a campground loop or park are exempt from this rule.*

S. Parks with accessible campsites for Persons with Disabilities shall:

1. Hold all reserved site(s) for the date(s) of reservation unless notified by the Parks Office to release the site;
2. Hold unreserved accessible sites site(s) for qualified drop-in campers until 7:00 p.m. daily;
3. Release unreserved accessible site(s) for first come, first served use after 7:00 p.m. for one (1) night only stay if no qualified users have registered.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07; Renumbered from 6.06.03 and amended by Ord. 04-2013, 8/22/13; Amended by Ord. 05-2015, 5/14/15; Amended by Ord. 01-2016, 3/24/16]

6.06.040 Reservations And Check In/Out Times

A. All persons making reservations must be 18 years of age or older.

B. Online reservations for camp sites, sheltered and non-sheltered picnic areas must be made a minimum of 3 days in advance. Payment for reservations of picnic areas and campsites are due in full at the time of booking unless booking ten (10) or more campsites. Reservations for ten (10) or more campsites must be made through the Parks Administration Office and requires a deposit of the reservation fee and first night's rental fee due ~~within fourteen (14) days of the booking~~ **at the time of booking the reservation**. The remaining balance is due thirty (30) days prior to the arrival date. The Parks Division reserves the right to cancel a reservation of ten (10) or more campsites, without notification, if the ~~deposit~~ **final payment** has not been paid as per policy.

C. Cancellations and refunds:

1. For campsites (full hook-up, partial hook-up, primitive) and bunkhouse:
 - a. If cancellation is made four (4) or more days in advance of the arrival date, a refund will be issued by the Parks Division less the reservation fee and a cancellation fee.
 - b. If cancellation is made within three (3) days of the arrival date, a partial refund will be issued by the Parks Division less the reservation fee, a cancellation fee and the first night's camping fee.

2. For sheltered and non-sheltered picnic areas: TITLE 6 - 20

a. If cancellation is made fifteen (15) days or more in advance of the reserved use date, a refund will be issued less the reservation fee and a cancellation fee.

b. If cancellation is made within fourteen (14) days of the reserved use date, no refunds will be issued..

3. Reservation and transaction fees are non-refundable.

D. Changes to overnight camping reservations and day use reservations, such as a reduction in the number of campsites, or a change in the location or date, can be made at any time, but a change fee is required and will be charged at the time of the change request.

E. Check-in time for all overnight camping sites is established at 3:00 p.m. and check-out time is established at 1:00 p.m. the following day. Campsites not vacated by 1:00 p.m. shall be subject to charge of fees for an additional night, if the campsite is available and not reserved for that time period.

F. If a campsite has been reserved for use by another party for that night, and the campsite has not been vacated by the non-reserved party by check-out time:

1. The non-reserved party shall vacate the site immediately or be subject to eviction;

2. The non-reserved party shall be subject to exclusion from Clackamas County parks pursuant to this chapter;

3. Any vehicle occupying the campsite after check-out time other than a vehicle of the reserved party is parked in violation of this chapter, and may be immediately towed away without prior notice at the owner's expense under the provisions of the Clackamas County Vehicle Parking and Towing Chapter; and

4. Park employees may remove any personal property remaining on the campsite other than property of the reserved party.

G. Individual campers or small groups reserving ADA accessible sites must provide documentation upon making the reservation or the reservation may be forfeited. *Note: Large group reservations of all campsites in a campground loop or park are excluded from this rule.*

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07; Renumbered from 6.06.14; amended by Ord. 04-2013, 8/22/13; amended by Ord. 02-2014, 5/22/14; Amended by Ord. 01-2016, 3/24/16; Amended by Ord. 04-2017, 5/4/17]

6.06.050 Violations

A. No person shall park a vehicle on any Clackamas County park property before the posted opening time or after the posted closing time. Vehicles parked in violation of this section shall be towed or booted in accordance with the Clackamas County Parking and Towing Chapter.

B. No person shall expose his or her genitalia or breasts, or be completely nude (full nudity) while in a public place or place visible from a public place, if the public place is open or available to persons of the opposite sex or children.

C. No person shall, while in, or in view of, a public place, perform an act of sexual intercourse; or an act of oral or anal sexual intercourse; or an act of exposing the genitals of the person with the intent of arousing the sexual desire of the person or another person, as defined in ORS 163.465.

D. No person shall have in his or her possession any glass beverage container without first obtaining a permit from the County Parks Department. (add “period) Permits will be issued upon payment for use of designated campsites and group picnic areas. Permits for possession of glass beverage containers will not be issued for day-use areas.

E. Fires

1. Fires in park areas shall be confined to:

a. Fire rings, fire pits, or fireplaces provided for such purposes;

b. Portable stoves in established campsites and picnic areas where fires are permitted.

2. No person shall leave any fire unattended, and every fire user shall extinguish the fire before leaving the park area.

3. No person shall build, light or maintain any fire so as to constitute a hazard to any pile of wood, grass, tree, underbrush, or other flammable material.

4. No person shall move a park fire ring, fire pit, or fireplace from its designed location in any day use area or campground.

F. Fireworks and Weapons

1. No person shall hunt, pursue, trap, kill, injure, or molest any bird or animal in any park area.

2. No person shall discharge in any park area any firearm, pellet gun, bow and arrow, slingshot, paintball gun, or other weapon capable of injuring any person, bird, or animal.

3. No person, shall possess in any park area any: loaded firearm, loaded pellet gun; paintball gun; bow and arrow; slingshot; other weapon capable of injuring any person, bird or animal; provided however that the prohibition of loaded firearms does not apply to or affect:

a. a law enforcement officer in the performance of official duty,

b. a member of the military in the performance of official duty,

c. a person licensed to carry a concealed handgun, or

d. a person authorized to possess a loaded firearm while in a public building under ORS 166.370.

4. No person shall possess or use fireworks or other explosives in any park area, except as designated, without the written permission from the Parks Director and/or their designate.

G. Alcoholic Beverages

1. No person shall possess alcoholic beverages in any ~~general day use area in any county park. without first obtaining a permit from the County Parks Department.~~ Permits may be ~~will be~~ issued ~~upon payment for use of designated campsites and group picnic areas for designated~~ reserveable group picnic areas when requested and approved and upon payment for the group picnic area. ~~2. Subsection 1 of this section~~ Permits for the possession of alcoholic beverages in reserved campsites ~~and group areas, but not in day use areas is not required.~~ Violations shall be

treated as a rule violation, and any person authorized to enforce park rules is authorized to confiscate and destroy any alcohol and its container.

H. Park Property & Property Destruction

1. No person shall mutilate, deface, damage, or remove any table, bench, building, sign, marker, monument, fence, barrier, fountain, faucet, traffic recorder, or other structure or facility of any kind in any park area.
2. No person shall dig up, deface, or remove any dirt, stones, rock or other substance whatever, make any excavation, quarry any stone, lay or set off any blast, roll any stones or other objects, or cause or assist in doing any of said things, in any park area.
3. No person shall erect temporary signs, markers, or inscriptions of any type in any park area, without the written permission from the Parks Director and/or their designee.
4. No person shall set up or use a public address system in any park area without the written permission from the Parks Director and/or their designate.
5. No person shall wash any clothing or other materials, or clean any fish, in a lake, stream, river, or pond, in any park area.
6. No person shall use abusive or threatening language or gestures, create any public disturbances, or engage in riotous behavior, in any park area.
7. No person shall operate or use any noise-producing machine, vehicle, device, or instrument in any park area in a manner that is disturbing to other park area visitors.
8. No person shall operate any remote control device in any park area (i.e. drones, airplanes, cars, etc).
9. No person shall pick, cut, mutilate, or remove any flowers, shrubs, foliage, trees, or plant life or products of any type in any park area.

I. Concessions and Solicitations

1. No person shall operate a concession, either fixed or mobile, in any park area without the written permission from the Parks Director and/or their designate.
2. No person shall solicit, sell or offer for sale, peddle, hawk, or vend any goods, wares, merchandise, food, liquids, or services in any park area without the written permission of the Parks Director and/or their designate.
3. No person shall advertise any goods or services in any park area without the written permission from the Parks Director and/or their designate.

4. No person shall distribute any circulars, notices, leaflets, pamphlets, or written or printed material of any kind in any park area by leaving or placing the material on a person's vehicle or property without the written permission from the Parks Director and/or their designate

J. Animals

1. No person shall ride, drive, lead, or keep livestock or animals, other than cats and dogs, in any park area not designated for their use (e.g., equestrian trails/facilities) without the written permission from the Parks Director and/or their designate.
2. No dog or cat shall be brought into or kept in a park area unless confined or controlled on a maximum 6-foot long leash. A County Parks employee may undertake, or require the person keeping the animal to take any measures, including removal of the animal from the park area, deemed necessary to prevent interference by the animal with the safety, comfort, and wellbeing of park area users, and the appearance or sanitary condition of the park area. No animals, other than service dogs for the disabled, shall be allowed in any park area building.
3. No person shall allow any animal in his or her custody or control to annoy, molest, attack, or injure any person or animal in the park area.
4. No person shall tie up any animal in his or her custody or control and leave such animal unattended.
5. All animal fecal matter shall be put in a bag or container and left in a designated waste receptacle.
6. No person shall have or allow more than two (2) domestic pets or other animals in any campsite.

K. Motor Vehicles

1. No person shall operate any vehicle in any park area in violation of the Oregon State Vehicle Code, County ordinance, code or other laws.
2. No person shall operate any motor vehicle in any park area at a speed in excess of 10 miles per hour, unless otherwise designated. In addition, no person shall operate any motor vehicle in any park area at a speed greater than is reasonable and prudent, having due regard to all of the following:
 - a. The traffic;
 - b. The surface and width of the highway;
 - c. The hazard at intersections;
 - d. Weather;
 - e. Visibility; and
 - f. Any other conditions then existing.
3. No person shall park a vehicle:
 - a. In violation of any "No Parking" signs or markings authorized by the Parks Director and/or their designate;
 - b. In any location within a park, other than officially designated parking lots and parking spaces;
 - c. On grass, dirt, or landscaped areas that have not been graveled and designated for parking;
 - d. Beyond the edges of curbing or parking lots; or

e. In any designated staging area or timed parking area for longer than the maximum time limit stated on the posted sign.

4. No vehicle shall be parked in an emergency access area or travel lane of any park. Any vehicle parked in an emergency access area or travel lane of any park will be towed under the provisions of the Clackamas County Parking and Towing Chapter.

5. No person shall operate a motor vehicle on any park trail, or on any area within a park, which is not paved or graveled unless specifically marked as an area for motor vehicles.

6. No person shall operate any Off Highway Vehicle (OHV), All Terrain Vehicle (ATV) or any other vehicle not legal for street riding in any park area not designated for their use without the written permission from the Parks Director and/or their designate.

L. Waste Disposal

1. All bottles, cans, ashes, waste, paper, garbage, sewage, and other rubbish or refuse shall be left only in receptacles designated for that purpose.

2. No person shall bring into a park area any trash, refuse, garbage, litter, waste material, or vehicles for the purpose of disposing them there.

3. No person shall use kitchen or toilet facilities in a camping vehicle in the park unless the person makes provision for holding sewage and other waste materials in watertight and sanitary containers. Such containers shall not be emptied in the park except at an officially designated dump station.

M. Camping Rules

1. No person may camp overnight in a park area other than in an officially designated and numbered overnight camping space.

2. No person may camp in any one park area for more than fourteen (14) days in one eighteen (18) day period of time. No person may camp for more than twenty-eight (28) days total in the County Parks system as a whole, in any one camping season from May 1 to November 30, without the written permission from the Parks Director and/or their designate.

3. Campers are required to maintain reasonable quiet between the hours of 10:00 p.m. and 7:00 a.m. and to respect the rights of other campers to peace and quiet during these hours.

4. No person shall camp overnight without an approved camping shelter.

5. No person shall wash a vehicle or trailer in any campsite.

6. No swimming pools of any size shall be filled with water in the campground without the written permission of the Parks Director and/or their designate.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07; Amended by Ord. 04-2013, 8/22/13; Amended by Ord. 04-2017, 5/4/17]

6.06.060 Enforcement and Penalties

A. Any County employee or agent designated by the Director of the Business and Community Services Department, and any peace officer may enforce these park rules, order TITLE 6 - 25

any person violating these rules to leave the park areas, and issue citations for violations of these rules, except that only a person expressly authorized under the Clackamas County Parking and Towing Chapter may enforce the towing or booting provision of that chapter. Caretakers and Camp hosts who are appointed by the County may notify persons of the requirements of these rules, seek voluntary compliance, and order any person violating the rules to leave the park areas.

B. Violation of any of the foregoing rules is subject to citation and punishable by a fine as set forth below.

C. Form of citation:

1. Description of the specific violation alleged;
2. The date, time, and location of its occurrence;
3. The maximum amount of the fine for the violation alleged;
4. A statement that the fine must be paid or a hearing requested within 20 days, and that upon failure to do so within 20 days opportunity for a hearing is forfeited and the fine doubles;
5. A form for either admitting the violation alleged and paying the fine, or denying the violation alleged, paying the equivalent **bail**, and requesting a hearing;
6. The address to which the form should be sent;
7. The telephone number of the person or facility which may be contacted for information;
8. The name and address of the violator, or in the case of a parking violation where the operator of the vehicle is not present, the license plate and vehicle number of the vehicle (if visible); and

D. Upon receiving a citation under this chapter, the cited person may:

1. Within 20 days, deliver to the Sheriff's Office the form provided with the citation, admitting the violation(s), forfeiting and paying the amount of the fine(s) indicated on the citation by credit card; forfeiture may be made by mail but must be actually received by the Sheriff within 20 days from the date of the citation; or
2. Within 20 days, deliver to the Sheriff's Office the form provided with the citation, denying all or part of the violation(s), and posting bail by paying a refundable deposit equivalent to the amount of fine(s) indicated on the citation; response may be made by mail, but must be actually received by the Sheriff within 20 days from the date of the citation.

Upon receipt of a denial, the Sheriff's Office shall inform the Hearings Officer. The Hearings Officer shall set a hearing within 30 days of the Sheriff's Office receipt of the denial and bail, and shall mail notice to the cited person and the issuer of the citation of the hearing date, time and place within 15 days of the Sheriff's Office receipt of the denial of bail.

3. Failure to perform any part of either subsection 1 or 2, including failure to respond within 20 days, shall be presumed an admission of the violation(s) cited, and the fine(s) shall be doubled.

E. Hearing Process. TITLE 6 - 26

The hearing shall afford a reasonable opportunity for the person(s) requesting it to present evidence that the citation was invalid or unjustified.

1. The Hearings Officer may administer oaths and take the testimony of witnesses. The Hearings Officer may issue subpoenas in accordance with Oregon Rules of Civil Procedure 55, provided that subpoena requests be received in writing no later than 5 days before the scheduled hearing. If the person charged with the violation(s) requests a subpoena, the person shall pay a deposit for each witness in an amount set by resolution of the Board of County Commissioners. Witnesses appearing by subpoena shall be allowed the same fees and mileage as allowed in civil cases in circuit court, to be paid by the person requesting the subpoena.

2. A person who receives a citation may be represented by an attorney or other person at any hearing, provided that in the case of representation by an attorney, the person gives written notice to the Hearings Officer two days prior to the hearing so that the County may, at its discretion, arrange for representation by an attorney on its behalf.

3. If the Hearings Officer, after due consideration, determines that the violation(s) alleged has been established, then the Hearings Officer shall issue a decision that the citation is valid and make brief findings of fact, and shall order the person cited to pay the appropriate fine to the County general fund. The decision and order may be oral and issued at the conclusion of the hearing, but in all cases must be recorded in the record of the hearing. The Hearings Officer will also determine the amount of witness fees to be paid out of any deposit, or refunded.

4. The decision of the Hearings Officer is final.

[Codified by Ord. 05-2000, 7/13/00; Renumbered from 6.06.15 and amended by Ord. 04-2013, 8/22/13; amended by Ord. 02-2014, 5/22/14; Amended by Ord. 04-2017, 5/4/17]

6.06.04.01[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 03-2010, 2/25/10; Repealed by Ord. 04-2013, 8/22/13]

6.06.07.01[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 03-2010, 2/25/10; Repealed by Ord. 04-2013, 8/22/13]

06.06.07.02 [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Deleted by Ord. 03-2010, 2/25/10]

6.06.070 Vehicle Towed

A vehicle registered to a person who has failed to respond or pay fines as required by this chapter to three or more vehicle parking citations, may be towed from any park area or booted, without prior notice, in accordance with the Clackamas County Parking and Towing Chapter, and held until the amounts owing have been paid.

[Codified by Ord. 05-2000, 7/13/00; Renumbered from 6.06.11 by Ord. 04-2013, 8/22/13]

6.06.080 Fines

All fines shall be set by ordinance of the Board of County Commissioners.

[Added by Ord. 5-2003, 3-13-03; Renumbered from 6.06.17 and amended by Ord. 04-2013, 8/22/13]



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution Adopting the Clackamas County 2018-2019
Fiscal Year Budget, making Appropriations and Imposing and
Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019

Purpose/Outcome	Budget adoption for Clackamas County FY 2018-2019
Dollar Amount and Fiscal Impact	The effect is to adopt a budget of \$846,819,667.
Funding Source	Includes Fund Balance, Fees, Licenses, Permits, Fines, Assessments and Other Service Charges, Federal, State Other Grants, Revenue from Bonds and Other Debt, Interfund Transfers, Internal Service Reimbursements, Other Resources and Taxes.
Duration	July 1, 2018-June 30, 2019
Previous Board Action/Review	Budget Committee approval June 6, 2018.
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

BACKGROUND:

Attached are the Resolution and exhibits to adopt the budget as published and approved by the Budget Committee in accordance with state budget law, and impose taxes.

This Resolution establishes a budget for Clackamas County July 1, 2018 through June 30, 2019 inclusive of \$846,819,667.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached Resolution and exhibit.

Sincerely,

Diane Padilla
Budget Manager

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

In the Matter of Adopting a Budget
Making Appropriations and Imposing
and Categorizing Taxes from the
Period of July 1, 2018 to June 30,
2019 for Clackamas County



Resolution No. _____
Page 1 of 2

BE IT RESOLVED that the Board of Commissioners of Clackamas County hereby adopts the budget approved by the Clackamas County Budget Committee in compliance with Oregon Local Budget Law in the total amount of \$846,819,667 and establishes appropriations as detailed in the attached Exhibit A, which is, by this reference, incorporated herein. This budget is now on file at 2051 Kaen Road, in Oregon City, Oregon.

BE IT RESOLVED that the Budget Committee has accepted the recommendations of the Compensation Board for Elected Officials with regard to individual salary adjustments of 6.4% for Board of County Commissioners effective July 1, 2018, an individual salary adjustment of 2.0% for the Treasurer effective July 1, 2018, an individual salary adjustment of 3.0% for the Assessor effective July 1, 2018, an individual salary adjustment of 4.6% for the Clerk effective July 1, 2018, an individual salary adjustment of 4.0% for the District Attorney effective July 1, 2018 and an individual salary adjustment of 2.8% for the Justice of the Peace effective July 1, 2018.

BE IT RESOLVED that the Board of Commissioners has accepted the methodology of using the CPI-W, West Urban rate (annual average) from the previous year for calculating cost of living adjustments for non-represented county employees. This rate is 2.8% effective July 1, 2018.

BE IT RESOLVED that in conformance with Governmental Accounting Standards Board Statement Number 54, the County acknowledges that amounts transferred from the General Fund in operational support to the Sheriff's Operations Fund (216), The District Attorney Fund (220), The Juvenile Fund (260) and the Community Corrections Fund (219) for Fiscal Year 2017-18 are 'committed funds' as defined in GASB Statement 54.

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2018-2019 upon the assessed value of all taxable property within the district:

- (1) At the rate of \$2.4042 per \$1,000 of assessed value for permanent rate tax in cities which provide their own police patrol service; and
- (2) At the rate of \$2.9766 per \$1,000 of assessed value for permanent rate tax in remaining cities and unincorporated areas; and
- (3) At the rate of \$0.2480 per \$1,000 of assessed value for local option tax; and
- (4) In the amount of \$4,937,000 for debt service for general obligation bonds.

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

In the Matter of Adopting a Budget
Making Appropriations and imposing
and Categorizing Taxes from the
Period of July 1, 2018 to June 30,
2019, for Clackamas County



Resolution No. _____
Page 2 of 2

BE IT RESOLVED that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

General Government Limitation	
Permanent Rate Tax	\$2.4042/\$1,000
Permanent Rate Tax	\$2.9766/\$1,000
Local Option Tax	\$0.2480/\$1,000

Excluded from Limitation

General Obligation Bond Debt Service \$4,937,000

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

The above statements were approved and declared adopted on this 28th day of June, 2018.

DATED this 28th day of June, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

**SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
FISCAL YEAR 2018-19**

<u>GENERAL FUND</u>	<u>APPROPRIATION</u>
Board of County Commissioners	1,876,723
County Administration	2,332,469
County Counsel	2,859,569
Human Resources	4,451,480
Assessor	8,203,895
Clerk	3,074,611
Transportation & Development	1,303,805
Finance	7,093,056
Treasurer	1,011,248
Public & Government Affairs	5,884,652
Not Allocated to Organizational Unit:	
Personnel Services	19,971,658
Materials & Services	10,323,421
Debt Service	244,303
Special Payments	42,647,382
Interfund Transfer	109,650,177
Contingency	8,718,830
FUND TOTAL	\$ 229,647,279
<u>COUNTY FAIR FUND</u>	
Culture, Education and Recreation	2,279,062
Not Allocated to Organizational Unit:	
Special Payments	5,000
Contingency	111,446
FUND TOTAL	\$ 2,395,508
<u>COUNTY SCHOOL FUND</u>	
Not Allocated to Organizational Unit:	
Special Payments	269,365
FUND TOTAL	\$ 269,365
<u>BUILDING CODES FUND</u>	
General Government	8,703,987
Not Allocated to Organizational Unit:	
Contingency	719,396
FUND TOTAL	\$ 9,423,383

**SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
FISCAL YEAR 2018-19**

CLACKAMAS COUNTY RESOLUTION SVCS FUND

General Government		1,687,357
	FUND TOTAL	\$ 1,687,357

BUSINESS & ECONOMIC DEVELOPMENT FUND

Economic Development		3,999,115
Not Allocated to Organizational Unit:		
Interfund Transfer		63,000
Special Payments		335,000
Contingency		401,791
	FUND TOTAL	\$ 4,798,906

DISASTER MANAGEMENT FUND

Public Protection		3,733,916
Not Allocated to Organizational Unit:		
Special Payments		150,000
Contingency		308,159
	FUND TOTAL	\$ 4,192,075

LAW LIBRARY FUND

Public Protection		429,253
Not Allocated to Organizational Unit:		
Contingency		160,000
	FUND TOTAL	\$ 589,253

LIBRARY SERVICES FUND

Culture, Education and Recreation		4,736,191
Not Allocated to Organizational Unit:		
Special Payments		2,100,000
Contingency		91,447
	FUND TOTAL	\$ 6,927,638

PARKS FUND

Culture, Education and Recreation		3,488,828
Not Allocated to Organizational Unit:		
Contingency		212,333
	FUND TOTAL	\$ 3,701,161

Exhibit A

SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
FISCAL YEAR 2018-19

PLANNING FUND

Economic Development	4,441,277
Not Allocated to Organizational Unit:	
Interfund Transfer	110,000
Contingency	330,237
FUND TOTAL	<u>\$ 4,881,514</u>

ROAD FUND

Public Ways and Facilities	56,764,718
Not Allocated to Organizational Unit:	
Special Payments	500,000
Contingency	8,258,677
FUND TOTAL	<u>\$ 65,523,395</u>

SHERIFF FUND

Public Protection	91,016,015
Not Allocated to Organizational Unit:	
Interfund Transfer	1,631,731
Special Payments	170,000
FUND TOTAL	<u>\$ 92,817,746</u>

CODE ENFORCEMENT, RESOURCE CONSERVATION & SOLID WASTE

General Government	4,169,729
Not Allocated to Organizational Unit:	
Interfund Transfer	75,000
Contingency	664,202
FUND TOTAL	<u>\$ 4,908,931</u>

PROPERTY RESOURCES FUND

General Government	1,162,193
Not Allocated to Organizational Unit:	
Special Payments	450,000
Contingency	97,547
FUND TOTAL	<u>\$ 1,709,740</u>

Exhibit A

SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
FISCAL YEAR 2018-19

COMMUNITY CORRECTIONS FUND

Public Protection	18,217,264
Not Allocated to Organizational Unit: Special Payments	120,579
FUND TOTAL	<u>\$ 18,337,843</u>

DISTRICT ATTORNEY FUND

Public Protection	13,198,042
Not Allocated to Organizational Unit: Special Payments	440,000
FUND TOTAL	<u>\$ 13,638,042</u>

JUSTICE COURT FUND

Public Protection	1,841,548
Not Allocated to Organizational Unit: Special Payments	1,700,000
Contingency	770,606
FUND TOTAL	<u>\$ 4,312,154</u>

COUNTYWIDE TRANSPORTATION SDC FUND

Public Ways and Facilities	153,357
Not Allocated to Organizational Unit: Interfund Transfer	1,721,536
Contingency	1,055,273
FUND TOTAL	<u>\$ 2,930,166</u>

PUBLIC LAND CORNER PRESERVATION FUND

Public Ways and Facilities	736,975
Not Allocated to Organizational Unit: Contingency	290,868
FUND TOTAL	<u>\$ 1,027,843</u>

Exhibit A

**SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON**

FISCAL YEAR 2018-19

HAPPY VALLEY/CLACKAMAS JOINT TRANSPORTATION FUND

Public Ways and Facilities

Not Allocated to Organizational Unit:

Interfund Transfer

1,882,768

FUND TOTAL

\$ 1,882,768

HEALTH, HOUSING & HUMAN SERVICES ADMINISTRATION FUND

Health and Human Services

3,116,311

Not Allocated to Organizational Unit:

Interfund Transfer

65,358

FUND TOTAL

\$ 3,181,669

BEHAVIORAL HEALTH FUND

Health and Human Services

26,316,249

Not Allocated to Organizational Unit:

Special Payments

990,454

Contingency

3,906,306

FUND TOTAL

\$ 31,213,009

SOCIAL SERVICES FUND

Health and Human Services

28,157,057

Not Allocated to Organizational Unit:

Special Payments

978,157

Contingency

2,111,459

FUND TOTAL

\$ 31,246,673

COMMUNITY DEVELOPMENT FUND

Economic Development

5,728,146

Not Allocated to Organizational Unit:

Special Payments

465,000

Contingency

483,439

FUND TOTAL

\$ 6,676,585

COMMUNITY SOLUTIONS FUND

Not Allocated to Organizational Unit:

Interfund Transfer

626,510

FUND TOTAL

\$ 626,510

Exhibit A

SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
FISCAL YEAR 2018-19

CHILDREN YOUTH & FAMILIES FUND

Health and Human Services	8,585,528
Not Allocated to Organizational Unit: Special Payments	1,130,545
FUND TOTAL	<u>\$ 9,716,073</u>

DOG SERVICES FUND

Health and Human Services	2,718,096
Not Allocated to Organizational Unit: Contingency	251,939
FUND TOTAL	<u>\$ 2,970,035</u>

EMPLOYER CONTRIBUTION RESERVE FUND

Not Allocated to Organizational Unit: Contingency	2,710,280
FUND TOTAL	<u>\$ 2,710,280</u>

COUNTY SAFETY NET LEGISLATION LOCAL PROJECTS FUND

Not Allocated to Organizational Unit: Materials & Services	12,824
Special Payments	293,338
FUND TOTAL	<u>\$ 306,162</u>

PUBLIC HEALTH FUND

Health and Human Services	10,153,528
Not Allocated to Organizational Unit: Special Payments	548,893
Contingency	26,163
FUND TOTAL	<u>\$ 10,728,584</u>

CLACKAMAS HEALTH CENTERS FUND

Health and Human Services	35,713,273
Not Allocated to Organizational Unit: Contingency	7,086,499
FUND TOTAL	<u>\$ 42,799,772</u>

Exhibit A

SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
FISCAL YEAR 2018-19

TRANSIENT ROOM TAX FUND

Not Allocated to Organizational Unit:		
Materials & Services		105,000
Interfund Transfer		5,151,676
FUND TOTAL	\$	<u>5,256,676</u>

TOURISM DEVELOPMENT FUND

Culture, Education and Recreation		5,529,592
Not Allocated to Organizational Unit:		
Contingency		450,000
FUND TOTAL	\$	<u>5,979,592</u>

FOREST MANAGEMENT FUND

Culture, Education and Recreation		5,887,416
Not Allocated to Organizational Unit:		
Special Payments		5,000
Interfund Transfer		300,000
Contingency		129,242
FUND TOTAL	\$	<u>6,321,658</u>

JUVENILE FUND

Public Protection		12,684,324
Not Allocated to Organizational Unit:		
Contingency		150,000
FUND TOTAL	\$	<u>12,834,324</u>

CLACKAMAS COUNTY DEBT SERVICE FUND

Not Allocated to Organizational Unit:		
Debt Service		8,706,303
FUND TOTAL	\$	<u>8,706,303</u>

GENERAL OBLIGATION BOND DEBT SERVICE FUND

Not Allocated to Organizational Unit:		
Debt Service		4,690,155
FUND TOTAL	\$	<u>4,690,155</u>

Exhibit A

SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
FISCAL YEAR 2018-19

DTD CAPITAL PROJECTS FUND

Public Ways and Facilities

Not Allocated to Organizational Unit:
Interfund Transfer

	3,436,491
FUND TOTAL	<u>\$ 3,436,491</u>

CAPITAL PROJECTS RESERVE FUND

Public Ways and Facilities 19,013,377

Not Allocated to Organizational Unit:
Contingency

	645,285
FUND TOTAL	<u>\$ 19,658,662</u>

LID CONSTRUCTION FUND

Public Ways and Facilities 99,820

	99,820
FUND TOTAL	<u>\$ 99,820</u>

STONECREEK GOLF COURSE FUND

Golf Course (Business-type Activity) 2,519,709

Not Allocated to Organizational Unit:
Interfund Transfer
Special Payments
Contingency

	324,500
	5,000
	286,765
FUND TOTAL	<u>\$ 3,135,974</u>

CLACKAMAS BROADBAND UTILITY FUND

Broadband Utility (Business-type Activity) 2,388,384

Not Allocated to Organizational Unit:
Special Payments

	36,000
FUND TOTAL	<u>\$ 2,424,384</u>

RECORDS MANAGEMENT FUND

General Government 695,504

Not Allocated to Organizational Unit:
Contingency

	67,436
FUND TOTAL	<u>\$ 762,940</u>

Exhibit A

**SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
FISCAL YEAR 2018-19**

FACILITIES MANAGEMENT FUND

General Government	12,896,499
Not Allocated to Organizational Unit: Contingency	175,274
FUND TOTAL	<u>\$ 13,071,773</u>

TELECOMMUNICATIONS SERVICES FUND

General Government	3,416,895
FUND TOTAL	<u>\$ 3,416,895</u>

TECHNOLOGY SERVICES FUND

General Government	13,753,591
Not Allocated to Organizational Unit: Contingency	430,000
FUND TOTAL	<u>\$ 14,183,591</u>

CENTRAL DISPATCH FUND

Public Protection	7,796,289
Not Allocated to Organizational Unit: Special Payments	1,189,380
Contingency	200,000
FUND TOTAL	<u>\$ 9,185,669</u>

SELF-INSURANCE FUND

General Government	32,339,649
Not Allocated to Organizational Unit: Contingency	4,789,672
FUND TOTAL	<u>\$ 37,129,321</u>

RISK MANAGEMENT CLAIMS FUND

General Government	5,237,293
Not Allocated to Organizational Unit: Contingency	8,073,494
FUND TOTAL	<u>\$ 13,310,787</u>

Exhibit A

SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
FISCAL YEAR 2018-19

FLEET SERVICES FUND

General Government	5,417,244
Not Allocated to Organizational Unit:	
Contingency	50,000
FUND TOTAL	<u>\$ 5,467,244</u>

DAMASCUS SUCCESSOR PRIVATE PURPOSE TRUST FUND

Not Allocated to Organizational Unit:	
Materials & Services	2,641,834
FUND TOTAL	<u>\$ 2,641,834</u>

TOTAL **789,491,512**

TOTAL APPROPRIATED	789,491,512
TOTAL UNAPPROPRIATED	57,328,155
TOTAL ADOPTED BUDGET	<u>\$ 846,819,667</u>



OFFICE OF COUNTY COUNSEL

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

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

**APPROVAL OF A RESOLUTION ADOPTING CHANGED FEES
FOR CLACKAMAS COUNTY FOR FISCAL YEAR 2018-2019**

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Assistants

Purpose/Outcomes	The approval of the attached resolution completes the process of adopting fees for Fiscal Year 2018-2019. If approved, these fees will be incorporated into County Code Appendix A – Fees, and will be effective July 1, 2018.
Dollar Amount and Fiscal Impact	Costs to implement new fees would be internal to the county involving staff time and resources.
Funding Source	No new funding.
Duration	Fees will be effective July 1, 2018.
Previous Board Action	The Board heard from individual departments at study sessions regarding these fees.
Contact Person	Anja Mundy, County Counsel x 5396

Background:

In 2002, the County began the process of adopting and modifying fees and fines by resolution once annually. All fees and fines are reviewed annually by various departments. After review, departments propose new or changed fees and fines for consideration by the Board in study session. In 2012, it was determined that fines should be adopted by ordinance rather than resolution. The attached resolution reflects the new or changed fees that have been previously reviewed by the Board and tentatively approved for adoption.

Recommendation:

The staff respectfully recommends that the Board approve and sign the attached resolution adopting changed fees for Clackamas County for Fiscal Year 2018-2019.

Respectfully submitted,

Stephen L. Madkour

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

A RESOLUTION OF THE CLACKAMAS
COUNTY BOARD OF COUNTY
COMMISSIONERS ADOPTING
CHANGED COUNTY FEES FOR
FISCAL YEAR 2018-2019



RESOLUTION NO. _____

NOW, THEREFORE; BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Section 1: Pursuant to Section 1.01.090 of the Clackamas County Code, the Board adopts the fees shown on the attachment which are incorporated by this reference.

Section 2: The Board hereby directs that the changes to fees shown on the attachment shall be included in Appendix A of the Clackamas County Code.

Section 3: The County shall charge all fees set by state or federal law. If such a fee is changed the County shall charge the new amount when it becomes effective.

Section 4: Pursuant to ORS 310.145, the Board classifies the fees adopted by this resolution as fees not subject to the limits of section 11b, Article XI of the Oregon Constitution.

Section 5: Effective Date. The changes to fees authorized by Section 1 of this resolution and shown on the attachments shall become effective on July 1, 2018.

DATED this 28th day of June, 2018.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

Attachment 1: Transportation Development, Proposed Fee Changes for FY 2018-19

Description	Authorizing Legislation	Current FEE amount	Proposed FEE amount	Comparables	Reason for Change
<i>Name of fee</i>	<i>ORS, Code #</i>	<i>\$</i>	<i>\$</i>	<i>List amounts in other cities/counties.</i>	<i>Provide explanation for proposed changes.</i>
DTD - PLANNING - LAND USE APPLICATIONS					
Marijuana Land Use Application - Type I <i>(includes LUCS)</i>	ZDO §1307.15	\$1,000	\$1,000		Modify description to remove inclusion of the LUCS; LUCS will be charged separately under the new proposed fee, below.
Land Use Compatibility Statement (LUCS)	ZDO §1307.15	NEW	\$100	Deschutes County = \$92.25; Washington County = \$100; City of Portland = \$250	New fee. The Land Use Compatibility statement takes an average of an hour to complete, this reflect the average billable cost per hour for staff in this workgroup.

Attachment 1: Transportation Development, Proposed Fee Changes for FY 2018-19

Description	Authorizing Legislation	Current FEE amount	Proposed FEE amount	Comparables	Reason for Change
Name of fee	ORS, Code #	\$	\$	List amounts in other cities/counties.	Provide explanation for proposed changes.
DTD - ENGINEERING					
Residential Subdivision / Partition / Non-Land Use Related Permit & Inspection	Code §1.01.090	\$1,274 or 8.83% of improvement costs, whichever is greatest.	\$1,600 min. or 8.83% of public & private road improvements, whichever is greater	Washington Co: Varies between 8% and 14% for larger projects; Beaverton: 7.5%-10% depending on size of project	Increase the minimum permit fee to capture rising staff costs over time. Change the fee structure to better capture the differing efforts for reviewing on- and off-site improvements.
Residential Plan Review & Construction Inspection					
Up to \$10,000 in improvement costs	Code §1.01.090	\$1,274 min. fee	Replace with Residential Fee Structure Above.		Replace with Residential fee structure (#1) above.
For \$10,000 or more in construction costs	Code §1.01.090	8.83% or \$1,274 whichever is greatest			
Commercial, Multifamily & Industrial Permit and Inspection	Code §1.01.090	\$1,274 or 8.83% of improvement costs, whichever is greatest.	\$1,600 min. or 8.83% of public improvements + 5% of onsite transportation improvements	Washington Co: Varies between 8% and 14% for larger projects	Increase the minimum permit fee to capture rising staff costs over time. The current commercial fee structure includes fees that rely on the number of parking spaces; we are removing parking spaces from the equation, as developments without changes in parking still require the same level of plan review and coordination. Change the fee structure to better capture the differing efforts for reviewing on- and off-site improvements.
Non Structured Parking:					
up to eight (8) parking spaces	Code §1.01.090	\$1,274 min. fee	Replace with Commercial Fee Structure Above.		Replace with Commercial fee structure (#2) above.
Eight (8) or more spaces	Code §1.01.090	\$122 per space or \$1,274 min. fee whichever is greatest			
DTD - ENGINEERING (Continued)					

Attachment 1: Transportation Development, Proposed Fee Changes for FY 2018-19

Description	Authorizing Legislation	Current FEE amount	Proposed FEE amount	Comparables	Reason for Change
Name of fee	ORS, Code #	\$	\$	List amounts in other cities/counties.	Provide explanation for proposed changes.
Non DTD public agency work (capital projects) in existing road right-of-way	Code §1.01.090	974; or 8.83% of improvement costs, whichever is greatest.	Actual cost; deposit based upon County estimate	Washington Co: Varies between 8% and 14% for larger projects	Codify the existing policy to capture a deposit and bill actual costs against capital projects and large utility extensions, allowing us to bill against the deposit to recover the cost of plan review, coordination and inspection.
Development Permit – Work in existing road right-of-way (for work not associated with residential or commercial development project)					
Up to \$10,000 in improvement costs	Code §1.01.090	974; or 8.83% of improvement costs, whichever is greatest.	Replace with Public Agency Work Fee Structure Above.		Replace with Public Agency Work fee structure (#3) above.
For \$10,000 or more in improvement costs	Code §1.01.090	\$0			
Structured Parking (Fee calculated using the average number of spaces per level, not total spaces in garage.)	Code §1.01.090	\$1,274; \$122 per number of spaces/level or \$1,274 min. fee whichever is greatest	\$122 per number of spaces/level or \$1,600 min. fee whichever is greatest	Washington Co: Varies between 8% and 14% for larger projects	Increase the minimum permit fee to capture rising staff costs over time.
Fee assessed on the average number of parking spaces per level					
up to eight (8) parking spaces per level	Code §1.01.090	\$1,274 min. fee	Replace with Fee Structure Above.		Replace with Structured Parking fee structure (#4) above.
Eight (8) or more spaces per level	Code §1.01.090	\$122 per space or \$1,274 min. fee whichever is greatest			
DTD - ENGINEERING (Continued)					
Road right-of-way improvements (not requiring a development permit)					
Ditches, culverts or drainage	Code §1.01.090	\$95	\$150	Washington Co: \$250; Oregon City: \$149	We are increasing the permit fee for road right-of-way improvements

Attachment 1: Transportation Development, Proposed Fee Changes for FY 2018-19

Description	Authorizing Legislation	Current FEE amount	Proposed FEE amount	Comparables	Reason for Change
<i>Name of fee</i>	<i>ORS, Code #</i>	\$	\$	<i>List amounts in other cities/counties.</i>	<i>Provide explanation for proposed changes.</i>
Sidewalk installation/repair	Code §1.01.090	\$95	\$150	Washington Co: \$250; Oregon City: \$149	We are increasing the permit fee for road right-of-way improvements. Our cost to process and inspect this work exceeds the current fee. The proposed fee aligns with regional partners.
Minor paving	Code §1.01.090	\$95	\$150	Washington Co: \$250; Oregon City: \$149	
Driveway resurface/replacement	Code §1.01.090	\$95	\$150	Washington Co: \$450 min	
Urban Area Subdivision Driveway (New development with sidewalks & curbs within the UGB)	Code §1.01.090	\$166	\$250		
Residential (non-subdivision), Logging, Agricultural Driveway Permit & Inspection, under 150 feet in length	Code §1.01.090	\$332	\$400	Washington Co: \$450 min	We are proposing a modification of this fee structure to capture the various construction types and differing levels of staff time required with each.
Residential (non new subdivision) Permit & Inspection, Over 150 feet in length	Code §1.01.090	\$332	\$500	Washington Co: \$450 min	
Urban unincorporated & Rural Residential Driveway Permit/Inspection	Code §1.01.090	\$332	Eliminate. Covered in fee structure above.		Eliminate this fee. This is covered in the Driveway fee structure (#5) above.
Surface Water and Erosion Control Plan Review (Minor Partition, Subdivision, Partition, Multi-family, Commercial, Industrial)	Code §1.01.090	\$710	\$710		No fee change, change in description only. Simplify the fee table by cleaning up the title of this existing fee.
DTD - ENGINEERING (Continued)					
Revocable Encroachment Permit	Code §1.01.090	\$95	\$150	Salem = \$319	
One-lane road closure; Traffic Control Plan Review (if not associated with another Engineering permit)	Code §1.01.090	\$95	\$200		We are asked to review traffic control plans on complete road closures and events that would not be covered under the existing fee structure. Expand this fee to cover any traffic control plan review not associated with another engineering permit.

Attachment 1: Transportation Development, Proposed Fee Changes for FY 2018-19

Description	Authorizing Legislation	Current FEE amount	Proposed FEE amount	Comparables	Reason for Change
<i>Name of fee</i>	<i>ORS, Code #</i>	\$	\$	<i>List amounts in other cities/counties.</i>	<i>Provide explanation for proposed changes.</i>
Refund, Entrance Permit Application Withdrawn / Denied	Code §1.01.090	NEW	Application or appeal fee refunded less \$200		Historically we have refunded the entire fee, despite staff review and research performed.
Permitting work in the right-of-way; work completed by DTD, DTD contractors or railroads.	Code §1.01.090	\$0	No fee charged.		Codify that DTD, DTD contractors and railroads are not charged permitting fees for work performed in the right-of-way (road closure, traffic control plan review, etc.).

Attachment 1: Transportation Development, Proposed Fee Changes for FY 2018-19

Description	Authorizing Legislation	Current FEE amount	Proposed FEE amount	Comparables	Reason for Change
<i>Name of fee</i>	<i>ORS, Code #</i>	\$	\$	<i>List amounts in other cities/counties.</i>	<i>Provide explanation for proposed changes.</i>
DTD - DOG SERVICES					
Outside license sales - veterinarian retention, flat fee per license sale	Code §1.01.090	\$2	\$3		Increase to \$3 to help retain the vets that currently sell the licenses, make it more appealing for the ones that aren't AND to ask the vets all to mail in their licenses each month. (Theory is that the increased fee that they retain will more than compensate them for postage cost).

Attachment 1: Transportation Development, Proposed Fee Changes for FY 2018-19

Description	Authorizing Legislation	Current FEE amount	Proposed FEE amount	Comparables	Reason for Change
Name of fee	ORS, Code #	\$	\$	List amounts in other cities/counties.	Provide explanation for proposed changes.
DTD - SURVEYOR					
Affidavit of correction for survey or plat	ORS 92.170(6), 110.115(7), 209.255(6)	\$75 plus recording fees			No fee change, change in description only.
Fax Fees	ORS 209.070 (3)	2.5			Eliminate fee. We no longer fax files.
Cover Sheet	ORS 209.070 (3)	9			Eliminate fee. We no longer fax files.
First Page	ORS 209.070 (3)	5			Eliminate fee. We no longer fax files.
Additional Pages	ORS 209.070 (3)	2.5			Eliminate fee. We no longer fax files.
Record of Property Line Adjustment survey filing fee	Code §11.02.020	\$450 + \$50 per page after first 3 pages	No change.		This is an existing fee that was not shown on the county fee table.
Plat and Street Vacation (collected by Clerk)	ORS 271.230 (2)	\$125 plus recording fee			No fee change, change in description only.
Hourly Rates Research Fee	Code §1.01.090	Actual cost for all hourly work.	Actual cost; minimum \$50.		This is an existing fee. Clarifying the advance deposit requirement. Remove the amount of the filing fee, as that already exists as a separate fee and we will not call it out here separately.
Correction amendment to condominium plat	ORS 100.118	Actual cost plus recording fee	Deposit required, actual costs + \$400-filing fee		This is an existing fee. Clarifying the advance deposit requirement. Remove the amount of the filing fee, as that already exists as a separate fee and we will not call it out here separately.
Supplemental condominium plat review and approval	ORS 100.120	Actual cost plus recording fee	Deposit required, actual costs + \$400-filing fee		This is an existing fee. Clarifying the advance deposit requirement. Remove the amount of the filing fee, as that already exists as a separate fee and we will not call it out here separately.
Condominium plat amendment	ORS 100.116	Actual cost plus recording fee	Deposit required, actual costs + \$400-filing fee		Worksheet to calculate deposit based on size of development.
Partition plat	Code §1.01.090	\$1,600 deposit, actual costs + \$400 filing fee	\$1,800 deposit, actual costs + \$400 filing fee		This is an existing fee that was not shown on the county fee table. Increase the deposit to reflect staff rate increases over time.
DTD - SURVEYOR (Continued)					
Subdivision plat	ORS 100.116	Actual cost plus recording fee	Deposit required, actual costs + \$400 filing fee		This is an existing fee that was not shown on the county fee table. Worksheet to calculate deposit based on size of development.

Attachment 1: Transportation Development, Proposed Fee Changes for FY 2018-19

Description	Authorizing Legislation	Current FEE amount	Proposed FEE amount	Comparables	Reason for Change
<i>Name of fee</i>	<i>ORS, Code #</i>	<i>\$</i>	<i>\$</i>	<i>List amounts in other cities/counties.</i>	<i>Provide explanation for proposed changes.</i>
Boundary Survey	ORS 209.250	\$400	No change.		This is an existing fee that was not shown on the county fee table.

**Clackamas County Health Centers
Proposed Fee Schedule Changes**

CPT - Procedure Code	Description of Service	Current Fee	Updated Fee	Change
10060	DRAINAGE OF SKIN ABSCESS	\$215	\$260	\$45
10061	DRAINAGE OF SKIN ABSCESS	\$418	\$587	\$169
10080	DRAINAGE OF PILONIDAL CYST, SIMPLE	\$302	\$485	\$183
10120	REMOVE FOREIGN BODY SKIN, SIMPLE	\$245	\$338	\$93
10121	REMOVE FOREIGN BODY, COMPLICATED	\$569	\$656	\$87
10140	DRAINAGE OF HEMATOMA/FLUID	\$280	\$374	\$94
10160	PUNCTURE DRAINAGE OF LESION	\$218	\$323	\$105
11055	PARING/CUTTING, BENIGN HYPERKERATOTIC LESION; SINGLE LESION	\$80	\$61	(\$19)
11056	PARING/CUTTING, BENIGN HYPERKERATOTIC LESION; 2-4 LESIONS	\$93	\$76	(\$17)
11057	PARING/CUTTING, BENIGN HYPERKERATOTIC LESION; > 4 LESIONS	\$102	\$82	(\$20)
11100	BIOPSY, SKIN, SUBQ MUCOUS MEMBRANE SINGLE LESION	\$174	\$228	\$54
11101	BIOPSY, SKIN ADD-ON	\$100	\$95	(\$5)
11200	REMOVAL OF SKIN TAGS	\$158	\$213	\$55
11201	REMOVAL SK TGS MLT FIBRQ TAGS ANY AREA EA 10<	\$77	\$70	(\$7)
11300	SHAVE SKIN LESION	\$156	\$172	\$16
11301	SHAVE SKIN LESION	\$195	\$215	\$20
11302	SHAVE SKIN LESION	\$230	\$246	\$16
11305	SHAVE SKIN LESION	\$150	\$162	\$12
11306	SHAVE SKIN LESION	\$205	\$199	(\$6)
11311	SHAVE SKIN LESION	\$229	\$230	\$1
11312	SHAVE SKIN LESION	\$268	\$276	\$8
11400	EXC TR EXT B9 PULS MARG 0.5 LESS THAN CM	\$240	\$268	\$28
11401	EXC TR EXT B9 PLUS MARG 0.6 TO 1 CM	\$287	\$325	\$38
11402	EXC TR EXT B9 PLUS MARG 1.1TO 2 CM	\$345	\$372	\$27
11403	EXC TR EXT B9 PLUS MARG 2.1 TO 3 CM	\$445	\$456	\$11
11404	EXC TR EXT B9 PLUS MARG 3.1 TO 4 CM	\$553	\$551	(\$2)
11406	EXC TR EXT B9 PLUS MARG GREATER THAN 4.0 CM	\$764	\$822	\$58
11420	EXC H F NK SP B9 PLUS MARG 0.5 LESS THAN	\$247	\$268	\$21
11421	EXC H F NK SP B9 PLUS MARG 0.6 TO 1	\$319	\$335	\$16
11422	EXC H F NK SP B9 PLUS MARG 1.1 TO 2	\$391	\$401	\$10
11423	EXC H F NK SP B9 PLUS MARG 2.1 TO 3	\$512	\$499	(\$13)
11440	EXC FACE MM B9 PLUS MARG 0.5 LESS THAN CM	\$297	\$300	\$3
11441	EXC FACE MM B9 PLUS MARG 0.6 TO 1 CM	\$374	\$391	\$17
11443	EXC FACE MM B9 PLUS MARG 2.1 TO 3 CM	\$597	\$568	(\$29)
11601	EXC TR EXT MLG PLUS MARG 0.6 TO 1 CM	\$425	\$473	\$48
11720	DEBRIDE NAIL, 1 TO 5	\$58	\$38	(\$20)
11721	DEBRIDE NAIL, 6 OR MORE	\$93	\$57	(\$36)
11730	REMOVAL OF NAIL PLATE	\$196	\$140	(\$56)
11732	REMOVE NAIL PLATE, ADDON	\$102	\$71	(\$31)
11740	DRAIN BLOOD FROM UNDER NAIL	\$129	\$95	(\$34)
11750	REMOVAL OF NAIL BED	\$551	\$333	(\$218)
11900	INJECTION INTO SKIN LESIONS	\$112	\$124	\$12
11976	REMOVAL OF CONTRACEPTIVE CAPSULE	\$415	\$351	(\$64)
11981	INSERTION, NON-BIODEGRADABLE DRUG DELIVERY IMPLANT	\$369	\$330	(\$39)
11982	REMOVAL, NON-BIODEGRADABLE DRUG DELIVERY IMPLANT	\$406	\$370	(\$36)
11983	REMOVAL W/REINSERTION, NON-BIODEGRADABLE DRUG DELIVERY IMPLANT	\$634	\$572	(\$62)
12001	REPAIR SUPERFICIAL WOUND,S	\$290	\$307	\$17
12002	REPAIR SUPERFICIAL WOUND,S	\$345	\$379	\$34
12011	REPAIR SUPERFICIAL WOUND,S	\$335	\$372	\$37
12021	CLOSURE OF SPLIT WOUND	\$347	\$351	\$4
12031	REPAIR INTERMEDIATE S/A/T/E 2.5 CM/<	\$388	\$501	\$113
17000	DESTROY BENIGN/PREMLG LESION	\$131	\$99	(\$32)
17003	DESTROY LESIONS, 2-14	\$38	\$16	(\$22)
17004	DESTROY LESIONS, 15 OR MORE	\$465	\$251	(\$214)
17106	DESTRUCTION OF SKIN LESIONS	\$705	\$635	(\$70)
17110	DESTRUCT LESION, 1 14	\$156	\$142	(\$14)
17111	DESTRUCT LESION, 15 OR MORE	\$204	\$185	(\$19)

Clackamas County Health Centers Proposed Fee Schedule Changes				
19081	BX BREAST W DEVICE 1ST LESION STEREOTACTIC GUIDE	\$730	\$1,086	\$356
20103	EXPLORE WOUND, EXTREMITY	\$1,435	\$1,436	\$1
20526	THER INJECTION, CARP TUNNEL	\$206	\$190	(\$16)
20550	INJECTION S SINGLE TENDON SHEATH, LIGAMENT, APONEUROSIS	\$183	\$136	(\$47)
20551	INJECTION S SINGLE TENDON ORIGIN INSERTION	\$181	\$151	(\$30)
20552	INJECTION S SINGLE MULTIPLE TRIGGER POINT S , 1 2 MUSCLES	\$185	\$140	(\$45)
20553	INJECT TRIGGER POINTS, EQUAL TO OR GREATER THAN 3	\$215	\$178	(\$37)
20600	DRAIN/INJECT, JOINT/BURSA SMALL	\$159	\$124	(\$35)
20605	DRAIN/INJECT, JOINT/BURSA; INTERMEDIATE	\$177	\$140	(\$37)
20610	DRAIN/INJECT, JOINT/BURSA; MAJOR	\$216	\$179	(\$37)
20612	ASPIRATION &/OR INJECTION, GANGLION CYST(S) ANY LOCATION	\$185	\$151	(\$34)
21555	REMOVE LESION, NECK/CHEST	\$1,065	\$982	(\$83)
23930	INCISION & DRAINAGE, UPPER ARM/ELBOW AREA; DEEP ABSCESS/HEMATOMA	\$978	\$815	(\$163)
27604	INCISION & DRAINAGE, LEG/ANKLE; INFECTED BURSA	\$1,578	\$1,477	(\$101)
28190	REMOVAL, FB, FOOT; SUBQ	\$510	\$560	\$50
29125	APPLICATION, SHORT ARM SPLINT (FOREARM TO HAND); STATIC	\$165	\$183	\$18
36416	COLLECTION, CAPILLARY BLOOD SPECIMEN	\$19	\$15	(\$4)
40800	DRAINAGE OF MOUTH LESION	\$329	\$483	\$154
46083	INCISION, THROMBOSED HEMORRHOID, EXT	\$420	\$403	(\$17)
46600	DIAGNOSTIC ANOSCOPY	\$152	\$203	\$51
51701	INSERT BLADDER CATHETER	\$178	\$154	(\$24)
51702	INSERT TEMP BLADDER CATH	\$245	\$198	(\$47)
54056	CRYOSURGERY, PENIS LESION,S	\$343	\$275	(\$68)
56420	DRAINAGE OF GLAND ABSCESS	\$402	\$358	(\$44)
56501	DESTROY, VULVA LESIONS, SIM	\$336	\$306	(\$30)
57061	DESTROY VAG LESIONS, SIMPLE	\$349	\$286	(\$63)
57065	DESTROY VAG LESIONS, COMPLEX	\$1,098	\$553	(\$545)
57170	FITTING OF DIAPHRAGM/CAP	\$185	\$164	(\$21)
57452	EXAM OF CERVIX W/SCOPE	\$370	\$287	(\$83)
57454	BX/CURETT OF CERVIX W/SCOPE	\$535	\$410	(\$125)
57455	BIOPSY OF CERVIX W/SCOPE	\$467	\$363	(\$104)
57456	ENDOCERV CURETTAGE W/SCOPE	\$456	\$358	(\$98)
57500	BIOPSY OF CERVIX	\$351	\$305	(\$46)
57511	CRYOCAUTERY OF CERVIX	\$452	\$331	(\$121)
58100	BIOPSY OF UTERUS LINING	\$368	\$265	(\$103)
58300	INSERT INTRAUTERINE DEVICE	\$348	\$228	(\$120)
58301	REMOVE INTRAUTERINE DEVICE	\$266	\$211	(\$55)
59025	FETAL NON STRESS TEST	\$194	\$159	(\$35)
64402	INJECTION, ANESTHETIC AGENT; FACIAL NERVE	\$335	\$270	(\$65)
69000	DRAINAGE EXT EAR, ABSCESS/HEMATOMA; SIMPLE	\$292	\$492	\$200
69210	REMOVE IMPACTED EAR WAX	\$113	\$128	\$15
71010	RADIOLOGIC EXAM, CHEST; SINGLE VIEW, FRONTAL	\$112	\$50	(\$62)
71020	RADIOLOGIC EXAM, CHEST, 2 VIEWS, FRONTAL & LATERAL	\$140	\$77	(\$63)
80048	BASIC METABOLIC PANEL CALCIUM TOTAL	\$5	\$27	\$23
80051	ELECTROLYTE PANEL	\$4	\$23	\$19
80053	COMPRE METAB PANEL	\$5	\$37	\$32
80055	OBSTETRIC PANEL	\$60	\$168	\$108
80061	LIPID PANEL	\$7	\$47	\$41
80069	RENAL FUNCTION PANEL	\$6	\$28	\$22
80074	ACUTE HEPATITIS PANEL	\$42	\$210	\$168
80076	HEPATIC FUNCTION PANEL	\$5	\$29	\$25
80156	ASSAY OF CARBAMAZEPINE (TEGRETOL)	\$17	\$59	\$42
80162	ASSAY OF DIGOXIN	\$14	\$48	\$34
80164	ASSAY OF DIPROPYLACETIC ACID (VALPROIC ACID)	\$17	\$55	\$38
80178	ASSAY OF LITHIUM	\$9	\$37	\$28
80184	ASSAY OF PHENOBARBITAL	\$20	\$16	(\$4)
80185	PHENYTOIN	\$15	\$55	\$40
80186	ASSAY OF PHENYTOIN; FREE	\$33	\$54	\$21
81001	URINALYSIS, AUTOMATED W/ MICROSCOPY	\$6	\$21	\$15
81002	URINALYSIS, DIPSTICK, NONAUTO, W/O MICRO	\$5	\$6	\$1
81003	URINALYSIS, ROUTINE	\$6	\$11	\$6

**Clackamas County Health Centers
Proposed Fee Schedule Changes**

81025	URINE PREGNANCY TEST, VISUAL COLOR COMPARISON METHODS	\$22	\$21	(\$1)
82024	ASSAY OF ACTH	\$30	\$116	\$87
82043	MICROALBUMIN, RANDOM URINE, QUANT (W/O CREAT)	\$8	\$40	\$32
82085	ASSAY OF ALDOLASE	\$12	\$54	\$42
82088	ASSAY OF ALDOSTERONE, SERUM	\$38	\$118	\$81
82103	ALPHA 1 ANTITRYPSIN, TOTAL	\$17	\$65	\$48
82105	ALPHA-FETOPROTEIN; SERUM	\$22	\$66	\$45
82140	ASSAY OF AMMONIA	\$33	\$43	\$10
82150	AMYLASE, SERUM	\$7	\$25	\$18
82239	BILE ACIDS, TOTAL	\$20	\$43	\$23
82247	BILIRUBIN, TOTAL	\$5	\$13	\$9
82270	OCCULT BLOOD BY PEROX ACTIVITY, 1-3 SPEC (82270)	\$6	\$11	\$5
82274	FECAL GLOBIN BY IMMUNOCHEMISTRY (FIT)	\$29	\$33	\$5
82306	VITAMIN D; 25 HYDROXY	\$28	\$137	\$109
82310	CALCIUM	\$5	\$15	\$11
82330	CALCIUM; IONIZED	\$30	\$43	\$14
82360	CALCULUS ASSAY, QUANT	\$21	\$43	\$23
82384	CATECHOLAMINES 24 HR URINE FRACTIONATED	\$27	\$114	\$87
82390	ASSAY OF CERULOPLASMIN	\$14	\$52	\$38
82436	CHLORIDE, URINE RANDOM	\$15	\$15	(\$0)
82465	CHOLESTEROL	\$4	\$12	\$8
82525	COPPER, BLOOD OR SERUM	\$26	\$61	\$36
82530	CORTISOL; FREE	\$27	\$43	\$16
82533	TOTAL CORTISOL	\$14	\$86	\$72
82550	CREATINE KINASE (CK), (CPK); TOTAL	\$7	\$22	\$15
82553	CREATINE KINASE (CK), (CPK); MB FRACTION ONLY	\$15	\$31	\$17
82570	URINE CREATININE, RANDOM	\$16	\$15	(\$1)
82595	ASSAY OF CRYOGLOBULIN	\$11	\$33	\$23
82607	CYANOCOBALAMIN (VITAMIN B-12)	\$21	\$62	\$42
82626	DEHYDROEPIANDROSTERONE (DHEA)	\$33	\$91	\$58
82627	DEHYDROEPIANDROSTERONE-SULFATE (DHEA-S)	\$21	\$75	\$55
82652	VITAMIN D; 1, 25 DIHYDROXY (CALCITRIOL)	\$35	\$129	\$94
82670	ESTRADIOL	\$21	\$76	\$56
82705	FAT/LIPIDS, FECES; QUALITATIVE	\$15	\$44	\$29
82728	ASSAY OF FERRITIN	\$7	\$49	\$42
82746	FOLIC ACID; SERUM	\$14	\$53	\$39
82947	GLUCOSE; QUANTITATIVE, BLOOD (EXCEPT REAGEN	\$4	\$12	\$8
82948	GLUCOSE; BLOOD, REAGENT STRIP	\$6	\$9	\$3
82950	GLUCOSE; POST GLUCOSE DOSE (INCLUDES GLUCOSE)	\$7	\$18	\$11
82951	GLUCOSE TOLERANCE (GTT), 3 SPEC (75G)	\$7	\$39	\$32
82977	GGT: GLUTAMYL TRANSFERASE	\$4	\$12	\$8
83001	FSH - GONADOTROPIN; FOLLICLE STIMULATING HORMONE	\$14	\$65	\$51
83002	LUTEINIZING HORMONE (LH)	\$17	\$59	\$42
83036	HEMOGLOBIN, GLYCOSYLATED (A1C)	\$6	\$36	\$30
83090	HOMOCYSTEINE	\$66	\$61	(\$5)
83525	ASSAY OF INSULIN, FASTING	\$24	\$88	\$64
83615	LACTATE DEHYDROGENASE (LD), (LDH)	\$4	\$18	\$14
83655	LEAD, BLOOD	\$10	\$35	\$25
83690	ASSAY OF LIPASE	\$11	\$32	\$22
83695	LIPOPROTEIN (A)	\$22	\$66	\$44
83718	LIPOPROTEIN, DIRECT MEASUREMENT; HIGH DENSITY CHO*	\$5	\$26	\$21
83721	LIPOPROTEIN, DIRECT MEASUREMENT	\$11	\$35	\$25
83735	ASSAY OF MAGNESIUM (SERUM)	\$7	\$27	\$21
83880	B-TYPE NATRIURETIC PEPTIDE (BNP)	\$54	\$113	\$59
83930	OSMOLALITY; BLOOD	\$14	\$37	\$23
83935	OSMOLALITY; URINE	\$14	\$38	\$24
83970	PTH (PARATHYROID HORMONE) INTACT	\$17	\$147	\$130
84030	PHENYLALANINE (PKU), BLOOD	\$5	\$17	\$12
84075	PHOSPHATASE, ALKALINE	\$5	\$12	\$8
84100	ASSAY OF PHOSPHORUS	\$4	\$13	\$9
84132	POTASSIUM, SERUM/PLASMA	\$4	\$16	\$12

**Clackamas County Health Centers
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84134	ASSAY OF PREALBUMIN	\$33	\$53	\$20
84144	ASSAY OF PROGESTERONE	\$28	\$77	\$49
84146	ASSAY OF PROLACTIN	\$17	\$108	\$91
84153	PROSTATE SPECIFIC ANTIGEN (PSA); TOTAL	\$12	\$73	\$62
84165	PROTEIN; ELECTROPHORETIC FRACTIONATION & QUANTITA*	\$18	\$32	\$14
84207	ASSAY OF VITAMIN B 6	\$33	\$121	\$88
84244	ASSAY OF RENIN	\$23	\$98	\$76
84270	ASSAY OF SEX HORMONE GLOBUL	\$28	\$67	\$39
84300	SODIUM, URINE, RANDOM	\$10	\$12	\$2
84315	SPECIFIC GRAVITY (EXCEPT URINE)	\$8	\$9	\$1
84402	TESTOSTERONE, FREE	\$40	\$83	\$43
84403	TESTOSTERONE; TOTAL	\$17	\$78	\$61
84432	ASSAY OF THYROGLOBULIN	\$21	\$62	\$41
84439	FREE T4 (THYROXINE; FREE)	\$7	\$41	\$34
84443	THYROID STIMULATING HORMONE (TSH)	\$6	\$52	\$46
84460	ALT (SGPT)	\$4	\$12	\$8
84478	ASSAY OF TRIGLYCERIDES	\$4	\$19	\$15
84480	TRIIODOTHYRONINE T3; TOTAL (TT-3)	\$17	\$54	\$37
84481	TRIIODOTHYRONINE T3; FREE	\$28	\$100	\$72
84550	ASSAY OF BLOOD/URIC ACID	\$4	\$13	\$9
84590	ASSAY OF VITAMIN A	\$23	\$45	\$22
84630	ASSAY OF ZINC	\$18	\$36	\$19
84702	HCG, CHORIONIC GONADOTROPIN QUANT	\$9	\$52	\$43
84703	HCG, CHORIONIC GONADOTROPIN ASSAY, QUAL, SERUM	\$11	\$22	\$12
85008	PERIPHERAL SMEAR W/O DIFF WBC COUNT	\$26	\$19	(\$7)
85025	CBC WITH AUTO DIFF	\$4	\$26	\$22
85027	BLOOD COUNT; COMPLT CBC, AUTO (HGB,HCT,RBC,WBC,PLT)	\$4	\$25	\$22
85045	AUTOMATED RETICULOCYTE COUNT	\$5	\$21	\$16
85060	PATHOLOGY REVIEW OF PERIPHERAL SMEAR	\$26	\$55	\$29
85246	CLOTTING; FACTOR VIII, VW FACTOR ANTIGEN	\$102	\$179	\$77
85610	PROTHROMBIN TIME	\$5	\$13	\$8
85652	SEDIMENTATION RATE, ERYTHROCYTE; AUTOMATED	\$5	\$20	\$15
85730	THROMBOPLASTIN TIME, PARTIAL (PTT); PLASMA/WHOLE *	\$11	\$25	\$15
86003	ALLERGEN SPEC IGE CRUDE ALLERGEN EXTRACT EACH	\$25	\$19	(\$6)
86038	ANTINUCLEAR ANTIBODIES (ANA)	\$11	\$62	\$52
86060	ANTISTREPTOLYSIN O; TITER	\$10	\$39	\$29
86140	C-REACTIVE PROTEIN	\$11	\$33	\$23
86141	C-REACTIVE PROTEIN; HIGH SENSITIVITY (HSCRP)	\$21	\$67	\$47
86200	CYCLIC CITRULLINATED PEPTIDE (CCP), ANTIBODY	\$27	\$103	\$76
86226	ANTI-DNA ANTIBODY; SINGLE STRANDED	\$38	\$45	\$8
86235	SM/NUCLEAR ANTIGEN AB	\$22	\$64	\$42
86304	CA125	\$27	\$83	\$56
86308	MONONUCLEOSIS (HETEROPHILE) AB SCREEN	\$9	\$21	\$12
86337	INSULIN ANTIBODIES	\$50	\$146	\$97
86340	INTRINSIC FACTOR ANTIBODY	\$18	\$92	\$74
86341	ISLET CELL ANTIBODY	\$38	\$74	\$37
86361	T CELL, ABSOLUTE CD4 COUNT	\$21	\$114	\$94
86431	RHEUMATOID FACTOR; QUANTITATIVE	\$8	\$29	\$21
86480	TB TEST CELL IMMUN MEASURE	\$73	\$189	\$116
86580	SKIN TEST; TUBERCULOSIS, INTRADERMAL	\$14	\$20	\$6
86592	SYPHILIS TEST; QUALITATIVE	\$6	\$26	\$20
86618	LYME DISEASE ANTIBODY	\$38	\$61	\$24
86677	HELICOBACTER PYLORI ANTIBODY	\$66	\$34	(\$32)
86694	HERPES SIMPLEX AB, NON-SPECIFIC TYPE TEST	\$53	\$69	\$16
86695	HSV TYPE 1 IGG	\$20	\$55	\$36
86696	HSV TYPE 2 IGG	\$30	\$53	\$24
86704	HEPATITIS B CORE ANTIBODY (HBCAB); TOTAL	\$12	\$43	\$32
86705	HEP B CORE ANTIBODY, IGM	\$15	\$53	\$38
86706	HEPATITIS B SURFACE ANTIBODY (HBSAB) QUAL	\$12	\$38	\$26
86708	HEPATITIS A ANTIBODY (HAAB); TOTAL	\$14	\$50	\$36
86709	HEPATITIS A ANTIBODY (HAAB); IGM ANTIBODY	\$15	\$37	\$23

Clackamas County Health Centers Proposed Fee Schedule Changes				
86765	RUBEOLA ANTIBODY	\$15	\$62	\$47
86778	TOXOPLASMA ANTIBODY IGM	\$30	\$49	\$20
86800	THYROGLOBULIN ANTIBODY	\$16	\$52	\$36
86803	HEPATITIS C ANTIBODY	\$14	\$44	\$30
86850	ANTIBODY SCREEN	\$6	\$21	\$15
86870	ANTIBODY IDENTIFICATION, RBC ANTIBODIES, EACH PAN	\$14	\$60	\$46
86901	BLOOD TYPING, RH D	\$12	\$14	\$3
87070	CULTURE, BACTERIAL; EXCEPT URINE/BLOOD	\$18	\$33	\$15
87075	CULTURE, BACTERIAL ANY SOURCE EXPT BLOOD, ANAEROB W/ISOLAT PRESUMPTIVE ID, ISOLATES	\$25	\$35	\$11
87077	CULTURE, BACTERIAL AEROBIC (ISOLATE ONLY)	\$11	\$21	\$11
87086	URINE CULTURE/COLONY COUNT	\$8	\$37	\$29
87101	CULTURE, FUNGI (MOLD/YEAST) ISOLATION, W/PRESUMPTIVE ID OF ISOLATES; SKIN/HAIR/NAIL	\$26	\$25	(\$1)
87177	OVA & PARASITES, DIRECT SMEARS, CONCENTRATION & IDENTIFICATION	\$4	\$33	\$30
87186	MICROBE SUSCEPTIBLE, MIC	\$8	\$25	\$17
87207	SMEAR, PRIMARY SOURCE W/INTERP, SPECIAL STA	\$12	\$18	\$7
87220	TISSUE EXAM BY KOH SLIDE OF SAMPLES FROM SKIN/HAIR/NAILS, FUNGI/ECTOPARASITE OVA/MITES	\$7	\$17	\$10
87255	HSV CULTURE WITHOUT TYPING	\$23	\$103	\$80
87324	CLOSTRIDIUM AG, EIA, STOOL	\$14	\$74	\$60
87338	H PYLORI, STOOL; ENZYME IMMUNOASSAY (EIA)	\$66	\$83	\$18
87340	HEPATITIS B SURFACE AG, EIA	\$12	\$43	\$31
87350	HEPATITIS BE ANTIGEN	\$15	\$42	\$28
87430	STREP A AG, EIA	\$5	\$25	\$20
87491	CHLMYD TRACH, DNA, AMP PROBE	\$27	\$104	\$77
87517	HEP B DNA PCR QUANTITATIVE	\$203	\$288	\$86
87521	HEP C RNA PCR QUAL/CONFIRMATORY	\$146	\$244	\$98
87529	HSV, DNA, AMP PROBE	\$33	\$122	\$89
87536	HIV 1, QUANT, REAL-TIME PCR (NONGRAPHICAL)	\$130	\$276	\$146
87591	N. GONORROEAE, DNA, AMP PROBE	\$27	\$104	\$77
87661	IADNA TRICHOMONAS VAGINALIS AMPLIFIED PROBE TECH	\$64	\$122	\$58
87902	HEP C VIRAL RNA GENOTYPE	\$431	\$474	\$43
88141	CYTOPATH, C/V, INTERPRET	\$22	\$81	\$60
88175	CYTOPATH GYN IG LIQ-BASED PAP	\$32	\$110	\$78
88300	SURGICAL PATH, GROSS (PATH LEVEL I)	\$76	\$63	(\$13)
88304	TISSUE EXAM BY PATHOLOGIST (PATH LEVEL III)	\$53	\$163	\$110
90281	HUMAN IG, IM	\$57	\$68	\$11
90471	IMMUNIZATION ADMIN	\$41	\$43	\$2
90472	IMMUNIZATION ADMIN, EACH ADD	\$24	\$27	\$3
90473	IMADM INTRANSL/ORAL 1 VACC	\$24	\$37	\$13
92015	DETERMINATION, REFRACTIVE STATE	\$125	\$45	(\$80)
92551	PURE TONE HEARING TEST, AIR	\$40	\$29	(\$11)
92552	PURE TONE AUDIOMETRY, AIR	\$47	\$44	(\$3)
92567	TYMPANOMETRY (IMPEDANCE TESTING)	\$59	\$44	(\$15)
93000	ECG ROUTINE ECG W/LEAST 12 LDS W/I&R	\$103	\$72	(\$31)
93016	CARDIOVASCULAR STRESS TEST W/ECG MONITOR; PHYSICIAN SUPERVISION ONLY, W/O INTPRETATION & REPORT	\$126	\$81	(\$45)
93040	RHYTHM ECG WITH REPORT	\$61	\$48	(\$13)
94010	BREATHING CAPACITY TEST	\$139	\$75	(\$64)
94060	EVALUATION OF WHEEZING	\$227	\$121	(\$106)
94200	MAXIMUM BREATHING CAPACITY, MAXIMAL VOLUNTARY VENTILATION	\$78	\$38	(\$40)
94640	AIRWAY INHALATION TREATMENT	\$72	\$39	(\$33)
96110	DEVELOPMENTAL TEST, LIM	\$25	\$27	\$2
96150	HLTH/BEHAV ASSESS/INTERVENTION, INITIAL ASSESS	\$88	\$42	(\$46)
96151	HLTH/BEHAV ASSESS/INTERVENTION, RE-ASSESS	\$64	\$27	(\$37)
96152	HLTH/BEHAV ASSESS/INTERVENTION, INDIVIDUAL	\$77	\$21	(\$56)
96153	HLTH/BEHAV ASSESS/INTERVENTION, GROUP (2+)	\$45	\$5	(\$40)
96154	HLTH/BEHAV ASSESS/INTERVENTION, FAMILY & PATIENT	\$60	\$22	(\$38)
96372	THERAPEUTIC PROPHYLACTIC/DX INJECTION SUBQ/IM	\$62	\$63	\$1
97602	RMVL DEVITAL TISS N-SLCTV DBRDMT W/O ANES 1 SESS	\$71	\$85	\$14

Clackamas County Health Centers Proposed Fee Schedule Changes				
97802	MEDICAL NUTRITION, INDIV, IN	\$60	\$56	(\$4)
97803	MED NUTRITION, INDIV, SUBSEQ	\$55	\$51	(\$4)
97804	MEDICAL NUTRITION, GROUP	\$45	\$35	(\$10)
98925	OSTEOPATHIC MANIPULATIVE TREATMENT (OMT); 1-2 BODY REGIONS INVOLVED	\$69	\$87	\$18
98927	OSTEOPATHIC MANIPULATIVE TREATMENT (OMT); 5-6 BODY REGIONS INVOLVED	\$115	\$11	(\$104)
98928	OSTEOPATHIC MANIPULATIVE TREATMENT (OMT); 7-8 BODY REGIONS INVOLVED	\$150	\$134	(\$16)
98929	OSTEOPATHIC MANIPULATIVE TREATMENT (OMT); 9-10 BODY REGIONS INVOLVED	\$161	\$168	\$7
99024	POSTOPERATIVE FOLLOW UP VISIT	\$134	\$49	(\$85)
99188	APPLICATION TOPICAL FLUORIDE VARNISH BY PHS/QHP	\$41	\$30	(\$11)
99201	OFFICE VISIT, PROBLEM FOCUSED- NEW	\$91	\$107	\$16
99202	OFFICE VISIT, EXPANDED PROB FOC- NEW	\$131	\$176	\$45
99203	OFFICE VISIT, DETAILED- NEW	\$187	\$256	\$69
99204	OFFICE VISIT, COMPREHENSIVE/MOD- NEW	\$262	\$384	\$122
99205	OFFICE VISIT, COMPREHENSIVE/HIGH- NEW	\$333	\$492	\$159
99211	OFFICE OUTPATIENT VISIT 5 MINUTES	\$55	\$62	\$7
99212	OFFICE VISIT, PROBLEM FOCUSED- ESTAB	\$77	\$110	\$33
99213	OFFICE VISIT, EXPANDED PROB FOC- ESTAB	\$103	\$166	\$63
99214	OFFICE VISIT, DETAILED- ESTAB	\$158	\$245	\$87
99215	OFFICE VISIT, COMPREHENSIVE/MOD- ESTAB	\$234	\$346	\$112
99381	1ST PREVENTIVE MEDICINE NEW PATIENT < 1YR	\$174	\$249	\$75
99382	1ST PREVENTIVE MEDICINE NEW PATIENT AGE 1-4 YRS	\$188	\$264	\$76
99383	1ST PREVENTIVE MEDICINE NEW PATIENT AGE 5-11 YRS	\$191	\$266	\$75
99384	1ST PREVENTIVE MEDICINE NEW PATIENT AGE 12-17 YR	\$210	\$294	\$84
99385	1ST PREVENTIVE MEDICINE NEW PATIENT AGE 18-39YRS	\$239	\$337	\$98
99386	1ST PREVENTIVE MEDICINE NEW PATIENT AGE 40-64YRS	\$267	\$375	\$108
99387	1ST PREVENTIVE MEDICINE NEW PATIENT AGE 65YRS&>	\$263	\$384	\$121
99391	PERIODIC PREVENTIVE MED ESTABLISHED PATIENT <1YR	\$141	\$216	\$75
99392	PERIODIC PREVENTIVE MED EST PATIENT AGE 1-4YRS	\$157	\$229	\$72
99393	PERIODIC PREVENTIVE MED EST PATIENT AGE 5-11YRS	\$161	\$231	\$70
99394	PERIODIC PREVENTIVE MED EST PATIENT AGE 12-17YRS	\$178	\$253	\$75
99395	PERIODIC PREVENTIVE MED EST PATIENT AGE 18-39YRS	\$200	\$289	\$89
99396	PERIODIC PREVENTIVE MED EST PATIENT AGE 40-64YRS	\$218	\$310	\$92
99397	PERIODIC PREVENTIVE MED EST PATIENT AGE 65YRS&>	\$222	\$327	\$105
99401	PREV MED CNSL INDIV SPX 15 MIN	\$64	\$66	\$2
99402	PREVENTIVE COUNSELING, IND 30 MIN	\$167	\$112	(\$55)
99403	PREVENTIVE COUNSELING, IND 45 MIN	\$203	\$151	(\$52)
99404	PREVENTIVE COUNSELING, IND 60 MIN	\$224	\$126	(\$98)
99406	SMOKING & TOBACCO USE CESSATION COUNSELING VISIT INTERMEDIATE > THAN 3 MINUTES UP TO 10 MINUTES	\$45	\$30	(\$15)
99408	ALCOHOL &/OR SUBSTANCE OTHER THAN TOBACCO ABUSE STRUCTURED SCREENING EG AUDIT DAST & BRIEF INTERVENTION SBI SERVICES 15 TO 30 MINUTES	\$53	\$55	\$3
A4253	BLOOD GLUCOSE TEST OR REAGENT STRIPS FOR HOME BLOOD GLUCOSE MONITOR, PER 50 STRIPS	\$25	\$42	\$17
A4466	GARMENT, BELT, SLEEVE OR OTHER COVERING,ELASTIC OR SIMILAR STRETCHABLE	\$32	\$31	(\$1)
A4550	SURGICAL TRAYS	\$20	\$45	\$25
A4565	SLINGS	\$5	\$18	\$13
A6451	MOD COMP BANDAGE, ELASTIC, KNIT/WOVEN, LOAD RESIST 1.25 - 1.34 FT LB AT 50% MAX STRETCH. >/= 3 IN < 5 IN PER YARD	\$2	\$6	\$4
D0120	PERIODIC ORAL EVALUATION	\$52	\$64	\$12
D0140	LIMITED ORAL EVALUATION - PROBLEM FOCUSED	\$76	\$96	\$20
D0145	ORAL EVALUATION FOR A PATIENT UNDER THREE YEARS OF AGE AND COUNSELING WITH PRIMARY CAREGIVER	\$45	\$91	\$46
D0150	COMPREHENSIVE ORAL EVALUATION - NEW OR ESTABLISHED PATIENT	\$82	\$105	\$23
D0160	DETAILED AND EXTENSIVE ORAL EVALUATION - PROBLEM FOCUSED, BY REPORT	\$123	\$168	\$45

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D0170	RE-EVALUATION-LIMITED, PROBLEM FOCUSED (ESTABLISHED PATIENT; NOT POST-OPERATIVE)	\$73	\$89	\$16
D0180	COMPREHENSIVE PERIODONTAL EVALUATION - NEW OR ESTABLISHED PATIENT	\$90	\$124	\$34
D0191	ASSESSMENT OF A PATIENT	\$48	\$39	(\$9)
D0210	INTRAORAL-COMPLETE SERIES (INCL BITEWINGS)	\$133	\$146	\$13
D0220	INTRAORAL-PERIAPICAL-FIRST FILM	\$28	\$31	\$3
D0230	INTRAORAL-PERIAPICAL-EACH ADDITIONAL FILM	\$20	\$25	\$5
D0240	INTRAORAL-OCCLUSAL FILM	\$41	\$42	\$1
D0250	EXTRAORAL-FIRST FILM	\$54	\$57	\$3
D0270	BITEWING-SINGLE FILM	\$28	\$31	\$3
D0272	BITEWINGS-TWO FILMS	\$42	\$47	\$5
D0273	BITEWINGS - THREE FILMS	\$54	\$57	\$3
D0274	BITEWINGS-FOUR FILMS	\$62	\$68	\$6
D0277	VERTICAL BITEWINGS - 7 TO 8 FILMS	\$95	\$101	\$6
D0321	OTHER TEMPOROMANDIBULAR JOINT FILMS, BY REPORT	\$211	\$166	(\$45)
D0330	PANORAMIC FILM	\$108	\$120	\$12
D0460	PULP VITALITY TESTS	\$61	\$69	\$8
D0470	DIAGNOSTIC CASTS	\$123	\$146	\$23
D1110	PROPHYLAXIS-ADULT	\$90	\$99	\$9
D1120	PROPHYLAXIS-CHILD	\$65	\$74	\$9
D1201	TOPICAL APPLICATION OF FLUORIDE (INCL PROPHY*	\$95	\$98	\$3
D1206	TOPICAL APPLICATION OF FLUORIDE VARNISH	\$41	\$50	\$9
D1208	TOPICAL APPLICATION OF FLUORIDE – EXCLUDING VARNISH	\$40	\$43	\$3
D1351	SEALANT-PER TOOTH	\$55	\$58	\$3
D1352	PREVENTIVE RESIN RESTORATION IN A MODERATE TO HIGH*	\$59	\$93	\$34
D1354	INTERIM CARIES ARRESTING MEDICAMENT APPLICATION	\$57	\$64	\$7
D1510	SPACE MAINTAINER-FIXED UNILATERAL	\$338	\$338	\$0
D1515	SPACE MAINTAINER-FIXED BILATERAL	\$476	\$497	\$21
D1520	SPACE MAINTAINER-REMOVABLE UNILATERAL	\$439	\$338	(\$101)
D1525	SPACE MAINTAINER-REMOVABLE BILATERAL	\$542	\$483	(\$59)
D1550	RECEMENTATION OF SPACE MAINTAINER	\$68	\$77	\$9
D1555	REMOVAL OF FIXED SPACE MAINTAINER	\$120	\$81	(\$39)
D2140	AMALGAM-ONE SURFACE, PRIMARY OR PERMANENT	\$114	\$149	\$35
D2150	AMALGAM-TWO SURFACES, PRIMARY OR PERMANENT	\$148	\$183	\$35
D2160	AMALGAM-THREE SURFACES, PRIMARY OR PERMANENT	\$181	\$218	\$37
D2161	AMALGAM-FOUR OR MORE SURFACES, PRIMARY OR PE*	\$216	\$256	\$40
D2330	RESIN-ONE SURFACE, ANTERIOR	\$131	\$166	\$35
D2331	RESIN-TWO SURFACES, ANTERIOR	\$165	\$200	\$35
D2332	RESIN-THREE SURFACES, ANTERIOR	\$201	\$240	\$39
D2335	RESIN-FOUR OR MORE SURFACES OR INVOLVING INCISAL ANGLE (ANTERIOR)	\$239	\$290	\$51
D2390	RESIN-BASED COMPOSITE CROWN, ANTERIOR	\$255	\$365	\$110
D2391	RESIN-BASED COMPOSITE - ONE SURFACE, POSTERIOR	\$151	\$183	\$32
D2392	RESIN-BASED COMPOSITE - TWO SURFACES, POSTERIOR	\$202	\$234	\$32
D2393	RESIN-BASED COMPOSITE - THREE SURFACES, POSTERIOR	\$251	\$284	\$33
D2394	RESIN-BASED COMPOSITE - FOUR OR MORE SURFACES, POSTERIOR	\$286	\$327	\$41
D2740	CROWN-PORCELAIN/CERAMIC SUBSTRATE	\$1,116	\$1,088	(\$28)
D2750	CROWN-PORCELAIN FUSED TO HIGH NOBLE METAL	\$1,107	\$1,036	(\$71)
D2751	CROWN-PORCELAIN FUSED TO PREDOMINANTLY BASE *	\$950	\$902	(\$48)
D2752	CROWN-PORCELAIN FUSED TO NOBLE METAL	\$996	\$972	(\$24)
D2780	CROWN - 3/4 CAST HIGH NOBLE METAL	\$1,083	\$110	(\$973)
D2781	CROWN - 3/4 CAST PREDOMINANTLY BASE METAL	\$703	\$1,035	\$332
D2782	CROWN - 3/4 CAST NOBLE METAL	\$810	\$1,084	\$274
D2783	CROWN - 3/4 PORCELAIN/CERAMIC	\$1,053	\$1,172	\$119
D2790	CROWN-FULL CAST HIGH NOBLE METAL	\$1,015	\$1,072	\$57
D2791	CROWN-FULL CAST PREDOMINANTLY BASE METAL	\$905	\$919	\$14
D2792	CROWN-FULL CAST NOBLE METAL	\$944	\$971	\$27
D2910	RECEMENT INLAY, ONLAY OR PARTIAL COVERAGE RE*	\$112	\$104	(\$8)
D2920	RECEMENT CROWN	\$112	\$99	(\$13)
D2930	PREFABRICATED STAINLESS STEEL CROWN-PRIMARY TOOTH	\$265	\$262	(\$3)

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D2931	PREFABRICATED STAINLESS STEEL CROWN-PERMANENT TOOTH	\$308	\$298	(\$10)
D2932	PREFABRICATED RESIN CROWN	\$423	\$314	(\$109)
D2933	PREFABRICATED STAINLESS STEEL CROWN WITH RESIN WINDOW	\$312	\$328	\$16
D2940	PROTECTIVE RESTORATION	\$127	\$103	(\$24)
D2941	INT THERAPEUTIC RESTORATION	\$63	\$65	\$2
D2950	CORE BUILD-UP, INCL ANY PINS	\$300	\$270	(\$30)
D2951	PIN RETENTION-PER TOOTH, IN ADDITION TO REST*	\$66	\$48	(\$18)
D2952	CAST POST AND CORE IN ADDITION TO CROWN	\$405	\$362	(\$43)
D2953	EACH ADDITIONAL CAST POST - SAME TOOTH	\$468	\$191	(\$277)
D2954	PREFABRICATED POST AND CORE IN ADDITION TO CROWN	\$366	\$311	(\$55)
D2955	POST REMOVAL (NOT IN CONJUNCTION WITH ENDODONTIC THERAPY)	\$288	\$262	(\$26)
D2957	EACH ADDITIONAL PREFABRICATED POST - SAME TOOTH	\$252	\$134	(\$118)
D3110	PULP CAP-DIRECT (EXCLUDING FINAL RESTORATION)	\$80	\$73	(\$7)
D3120	PULP CAP-INDIRECT (EXCLUDING FINAL RESTORAT*	\$80	\$69	(\$11)
D3220	THERAPEUTIC PULPOTOMY (EXCLUDING FINAL RESTO*	\$179	\$182	\$3
D3221	PULPAL DEBRIDEMENT, PRIMARY AND PERMANENT TEETH	\$201	\$192	(\$9)
D3222	PARTIAL PULPOTOMY FOR APEXOGENESIS	\$234	\$295	\$61
D3230	PULPAL THERAPY (RESORBABLE FILLING)-ANTERIOR, PRIMARY TOOTH (EXCLUDING FINAL RESTORATION	\$269	\$240	(\$29)
D3240	PULPAL THERAPY (RESORBABLE FILLING)-POSTERIOR, PRIMARY TOOTH (EXCLUDING FINAL RESTORATION	\$202	\$259	\$57
D3310	ANTERIOR (EXCLUDING FINAL RESTORATION)	\$722	\$752	\$30
D3320	BICUSPID (EXCLUDING FINAL RESTORATION)	\$864	\$880	\$16
D3330	MOLAR (EXCLUDING FINAL RESTORATION)	\$1,094	\$1,117	\$23
D4211	GINGIVECTOMY OR GINGIVOPLASTY - ONE TO THREE*	\$340	\$203	(\$137)
D4249	CLINICAL CROWN LENGTHENING-HARD TISSUE	\$1,077	\$673	(\$404)
D4320	PROVISIONAL SPLINTING - INTRACORONAL	\$351	\$322	(\$29)
D4341	PERIODONTAL SCALING AND ROOT PLANING - FOUR *	\$261	\$307	\$46
D4342	PERIODONTAL SCALING AND ROOT PLANING - ONE TO THREE TEETH, PER QUADRANT	\$159	\$219	\$60
D4355	FULL MOUTH DEBRIDEMENT TO ENABLE COMPREHENSIVE EVALUATION AND DIAGNOSIS	\$192	\$200	\$8
D4910	PERIODONTAL MAINTENANCE	\$179	\$194	\$15
D5110	COMPLETE DENTURE - MAXILLARY	\$1,387	\$1,277	(\$110)
D5120	COMPLETE DENTURE - MANDIBULAR	\$1,376	\$1,241	(\$135)
D5130	IMMEDIATE DENTURE - MAXILLARY	\$1,605	\$1,329	(\$276)
D5140	IMMEDIATE DENTURE - MANDIBULAR	\$1,594	\$1,251	(\$343)
D5211	UPPER PARTIAL-RESIN BASE (INCL ANY CONVENTIONAL CLASPS, RESTS AND TEETH)	\$1,171	\$860	(\$311)
D5212	LOWER PARTIAL-RESIN BASE (INCL ANY CONVENTIONAL CLASPS, RESTS AND TEETH)	\$1,136	\$868	(\$268)
D5213	MAXILLARY PARTIAL DENTURE - CAST METAL FRAME*	\$1,620	\$1,497	(\$123)
D5214	MANDIBULAR PARTIAL DENTURE - CAST METAL FRAM*	\$1,598	\$1,489	(\$109)
D5281	REMOVABLE UNILATERAL PARTIAL DENTURE-ONE PIECE CAST METAL (INCL CLASPS AND	\$1,011	\$757	(\$254)
D5410	ADJUST COMPLETE DENTURE - MAXILLARY	\$104	\$90	(\$14)
D5411	ADJUST COMPLETE DENTURE - MANDIBULAR	\$104	\$89	(\$15)
D5421	ADJUST PARTIAL DENTURE - MAXILLARY	\$108	\$93	(\$15)
D5422	ADJUST PARTIAL DENTURE - MANDIBULAR	\$104	\$91	(\$13)
D5510	REPAIR BROKEN COMPLETE DENTURE BASE	\$196	\$184	(\$12)
D5520	REPLACE MISSING OR BROKEN TEETH-COMPLETE DENTURE (EACH TOOTH)	\$155	\$157	\$2
D5610	REPAIR RESIN DENTURE BASE	\$200	\$185	(\$15)
D5611	REPAIR RESIN PARTIAL DENTURE BASE, MANDIBULAR	\$200	\$185	(\$15)
D5612	REPAIR RESIN PARTIAL DENTURE BASE, MAXILLARY	\$200	\$185	(\$15)
D5620	REPAIR CAST FRAMEWORK	\$285	\$230	(\$55)
D5621	REPAIR CAST PARTIAL FRAMEWORK, MANDIBULAR	\$285	\$230	(\$55)
D5622	REPAIR CAST PARTIAL FRAMEWORK, MAXILLARY	\$285	\$230	(\$55)
D5630	REPAIR OR REPLACE BROKEN CLASP	\$272	\$227	(\$45)
D5640	REPLACE BROKEN TEETH-PER TOOTH	\$173	\$171	(\$2)
D5650	ADD TOOTH TO EXISTING PARTIAL DENTURE	\$254	\$202	(\$52)
D5660	ADD CLASP TO EXISTING PARTIAL DENTURE	\$310	\$228	(\$82)

Clackamas County Health Centers Proposed Fee Schedule Changes				
D5670	REPLACE ALL TEETH AND ACRYLIC ON CAST METAL FRAMEWORK (MAXILLARY)	\$1,092	\$655	(\$437)
D5671	REPLACE ALL TEETH AND ACRYLIC ON CAST METAL FRAMEWORK (MANDIBULAR)	\$1,092	\$627	(\$465)
D5710	REBASE COMPLETE MAXILLARY DENTURE	\$596	\$521	(\$75)
D5711	REBASE COMPLETE MANDIBULAR DENTURE	\$570	\$502	(\$68)
D5720	REBASE MAXILLARY PARTIAL DENTURE	\$456	\$539	\$83
D5721	REBASE MANDIBULAR PARTIAL DENTURE	\$456	\$541	\$85
D5750	RELINE COMPLETE MAXILLARY DENTURE (LABORATOR*)	\$446	\$464	\$18
D5751	RELINE COMPLETE MANDIBULAR DENTURE (LABORATO*)	\$442	\$459	\$17
D5760	RELINE MAXILLARY PARTIAL DENTURE (LABORATORY)	\$428	\$465	\$37
D5761	RELINE MANDIBULAR PARTIAL DENTURE (LABORATOR*)	\$429	\$470	\$41
D5810	INTERIM COMPLETE DENTURE (MAXILLARY)	\$772	\$693	(\$79)
D5811	INTERIM COMPLETE DENTURE (MANDIBULAR)	\$757	\$720	(\$37)
D5820	INTERIM PARTIAL DENTURE (MAXILLARY)	\$616	\$515	(\$101)
D5821	INTERIM PARTIAL DENTURE (MANDIBULAR)	\$623	\$543	(\$80)
D5850	TISSUE CONDITIONING, MAXILLARY	\$171	\$151	(\$20)
D5851	TISSUE CONDITIONING, MANDIBULAR	\$176	\$151	(\$25)
D6210	PONTIC-CAST HIGH NOBLE METAL	\$999	\$957	(\$42)
D6211	PONTIC-CAST PREDOMINANTLY BASE METAL	\$1,034	\$882	(\$152)
D6212	PONTIC-CAST NOBLE METAL	\$963	\$901	(\$62)
D6240	PONTIC-PORCELAIN FUSED TO HIGH NOBLE METAL	\$1,060	\$987	(\$73)
D6241	PONTIC-PORCELAIN FUSED TO PREDOMINANTLY BASE*	\$943	\$869	(\$74)
D6242	PONTIC-PORCELAIN FUSED TO NOBLE METAL	\$983	\$940	(\$43)
D6245	PONTIC - PORCELAIN/CERAMIC	\$1,027	\$1,042	\$15
D6750	CROWN-PORCELAIN FUSED TO HIGH NOBLE METAL	\$1,070	\$1,042	(\$28)
D6751	CROWN-PORCELAIN FUSED TO PREDOMINANTLY BASE *	\$940	\$924	(\$16)
D6752	CROWN-PORCELAIN FUSED TO NOBLE METAL	\$997	\$996	(\$1)
D6790	CROWN-FULL CAST HIGH NOBLE METAL	\$1,005	\$1,042	\$37
D6791	CROWN-FULL CAST PREDOMINANTLY BASE METAL	\$989	\$919	(\$70)
D6792	CROWN-FULL CAST NOBLE METAL	\$847	\$981	\$134
D6930	RECEMENT BRIDGE	\$181	\$162	(\$19)
D7110	ORAL SURGERY SINGLE TOOTH	\$90	\$92	\$2
D7111	EXTRACTION, CORONAL REMNANTS - DECIDUOUS TOOTH	\$117	\$123	\$6
D7140	EXTRACTION, ERUPTED TOOTH OR EXPOSED ROOT (E*)	\$133	\$165	\$32
D7210	SURGICAL REMOVAL OF ERUPTED TOOTH REQUIRING REMOVAL OF BONE*	\$241	\$292	\$51
D7220	REMOVAL OF IMPACTED TOOTH-SOFT TISSUE	\$298	\$348	\$50
D7230	REMOVAL OF IMPACTED TOOTH-PARTIALLY BONY	\$404	\$443	\$39
D7240	REMOVAL OF IMPACTED TOOTH-COMPLETLY BONY	\$479	\$513	\$34
D7241	REMOVAL OF IMPACTED TOOTH-COMPLETLY BONY, WITH UNUSUAL SURGICAL COMPLICATIONS	\$572	\$606	\$34
D7250	SURGICAL REMOVAL OF RESIDUAL TOOTH ROOTS (CU*)	\$269	\$311	\$42
D7311	ALVEOLOPLASTY IN CONJUNCTION WITH EXTRACTIONS - ONE TO THREE TEETH OR TOOTH	\$191	\$230	\$39
D7510	INCISION AND DRAINAGE OF ABSCESS-INTRAORAL SOFT TISSUE	\$176	\$227	\$51
D7940	OSTEOPLASTY-FOR ORTHOGNATHIC DEFORMITIES	\$3,242	\$3,518	\$277
D9110	PALLIATIVE (EMERGENCY) TREATMENT OF DENTAL P*	\$128	\$170	\$42
D9210	LOCAL ANESTHESIA NOT IN CONJUNCTION WITH OPERATIVE OR SURGICAL PROCEDURES	\$95	\$38	(\$57)
D9215	LOCAL ANESTHESIA IN CONJUNCTION WITH OPERATIVE OR SURG*	\$36	\$45	\$9
D9230	INHALATION OF NITROUS OXIDE / ANXIOLYSIS, ANALGESIA	\$69	\$68	(\$1)
D9310	CONSULTATION (DIAGNOSTIC SERVICE PROVIDED BY*)	\$103	\$152	\$49
D9430	OFFICE VISIT FOR OBSERVATION (DURING REGULAR*)	\$63	\$82	\$19
D9930	TREATMENT OF COMPLICATIONS (POSTSURGICAL) - *	\$75	\$77	\$2
D9951	OCCLUSAL ADJUSTMENT-LIMITED	\$116	\$107	(\$9)
G0008	ADMINISTRATION OF INFLUENZA VIRUS VACCINE	\$41	\$43	\$2
G0009	ADMINISTRATION OF PNEUMOCOCCAL VACCINE	\$41	\$43	\$2
G0010	ADMINISTRATION OF HEPATITIS B VACCINE	\$41	\$43	\$2
G0179	PHYSICIAN RE-CERTIFICATION FOR MEDICARE-COVERED HOME HEALTH SERVICES UNDER A	\$92	\$80	(\$12)
G0180	PHYSICIAN CERTIFICATION FOR MEDICARE-COVERED HOME HEALTH SERVICES UNDER A HOME	\$92	\$103	\$11

Clackamas County Health Centers Proposed Fee Schedule Changes				
G0181	PHYSICIAN SUPERVISION OF A PATIENT RECEIVING MEDICARE-COVERED SERVICES PROVIDED	\$92	\$134	\$42
G0396	ALCOHOL AND/OR SUBSTANCE OTHER THAN TOBACCO ABUSE STRUCTURED ASSESSMENT E.G. AUDIT DAST AND BRIEF INTERVENTION 15 TO 30 MINUTES	\$53	\$51	(\$2)
G0397	ALCOHOL AND/OR SUBSTANCE OTHER THAN TOBACCO ABUSE STRUCTURED ASSESSMENT E.G. AUDIT DAST AND INTERVENTION GREATER THAN 30 MINUTES	\$102	\$134	\$32
G0438	PR MEDICARE ANNUAL WELLNESS INITIAL VISIT	\$245	\$248	\$3
G0439	PR MEDICARE ANNUAL WELLNESS SUBSEQUENT VISIT	\$162	\$187	\$25
G9001	COORDINATED CARE FEE, INITIAL RATE	\$236	\$101	(\$135)
G9005	COORDINATED CARE FEE, RISK ADJUSTED MAINTENANCE	\$236	\$51	(\$185)
G9006	COORDINATED CARE FEE, HOME MONITORING	\$236	\$218	(\$18)
G9011	COORDINATED CARE FEE, RISK ADJUSTED MAINTENANCE, LEVEL 5	\$236	\$22	(\$214)
G9012	OTHER SPECIFIED CASE MANAGEMENT SERVICE NOT ELSEWHERE CLASSIFIED	\$236	\$218	(\$18)
J0696	INJECTION, CEFTRIAXONE SODIUM, PER 250 MG	\$68	\$25	(\$43)
J1885	INJECTION, KETOROLAC TROMETHAMINE, PER 15 MG	\$1	\$10	\$9
J2315	INJECTION, NALTREXONE, DEPOT FORM, 1 MG	\$1	\$7	\$6
J2788	INJECTION, RHO D IMMUNE GLOBULIN, HUMAN, MINIDOSE, 50 MCG	\$30	\$33	\$3
S9470	NUTRITIONAL COUNSELING, DIETITIAN VISIT	\$231	\$41	(\$190)

DEPARTMENT/DIVISION: BCS/COUNTY PARKS	AUTH. LEGISLATION	ORS AUTHORIZED FEE	FEE AMOUNT
Picnic Area #3 covered shelter 75 persons - Drop-in/Off-season rental fee	Code §1.01.090	x	\$75
Picnic Area #4 100 persons - Reserved rental fee	Code §1.01.090	x	\$125
Picnic Area #4 100 persons - Drop-in rental fee	Code §1.01.090	x	\$93.75
Each picnic area – Refundable Cleanup Deposit	Code §1.01.090	x	\$30 Refundable cleanup Deposit-\$50
Routson Pavilion-Refundable Cleanup Deposit			\$100
Camping – primitive sites	Code §1.01.090	x	\$21/night \$22/night
Camping – H2O/elec. sites	Code §1.01.090	x	\$26/night-\$28/night
Reservation fee – nonrefundable	Code §1.01.090	x	\$8/per site
Change in Reservation	Code §1.01.090	x	\$8/per site
Cancellation in Reservation	Code §1.01.090	x	\$8/per site
Extra Vehicle Fee	Code §1.01.090	x	\$2 per vehicle \$6 per vehicle
Shower Fees (non-camper)	Code §1.01.090	x	\$5
Day Use Parking Fee	Code §1.01.090	x	\$5/vehicle-\$6/vehicle
Day Use Season Pass Parking Fee	Code §1.01.090	x	\$40/1-year \$60/2-year
Commercial Day Use Parking Fee	Code §1.01.090	x	\$20/vehicle
Commercial Day Use Season Pass Parking Fee	Code §1.01.090	x	\$100/year
OSMB Licensed Boat Parking Fee	Code §1.01.090	x	\$2
OSMB Licensed Boat Season Pass Parking Fee	Code §1.01.090	x	\$20/1-year \$35/2-year
Replacement Charge for lost/stolen parking passes			\$5
Firewood Full box	Code §1.01.090	x	\$10
Firewood Half box	Code §1.01.090	x	\$6
Sportsbag Rentals	Code §1.01.090	x	\$10/day w/\$20 refundable deposit
Dump station	Code §1.01.090	x	\$15
Special Use request	Code §1.01.090	x	\$20/item
Alcoholic beverages refundable cleanup deposit	Code §6.06.07.01	x	\$30 refundable deposit
Activities permit for amplified sound/caterer/bouncy house/other inflatable - nonrefundable fee			\$20 each item
Witness deposit for park rule violation hearing	Code §6.06.16.03	x	\$15 per witness
Property Use (For non-reserved park areas)			
Non-Profit, School or public entity use -	Code §1.01.090	x	
- up to 100 people	\$125 per day		
- over 100 people	\$250 per day		
Private and commercial (non-film and media event)	Code §1.01.090	x	
- up to 100 people	\$200 per day		

Description	Authorizing Legislation	ORS auth. fee	Fee set by ORS	Code auth. Fee	Current FEE amount	Proposed FEE amount	Comparables	Reason for change
FAMILY COURT RESOLUTION SERVICES								Update department name to reflect merger of Family Court Services and Community Dispute Resolution Services
Marriage License Fee	ORS 107.615		x		\$10	no change		
Response for Dissolution, Annulment, Legal Separation, Custody, Parenting Time or Support of a Child or Filiation	ORS 23.111-23.113; see also 107.085, 108.124, 109.330-109.103		x		\$150	remove		no longer relevant
Resolution Services - general program services of counseling, facilitation and mediation	Code §1.01.090			x	\$100 per hour	\$125 per hour	\$0 - \$450	Many services are provided at no cost to participants - please see attached materials for more information. This change brings charges for paid services closer to actual cost recovery while still providing affordable services for most income ranges.
Family Law Education Programs - Parent education program	ORS 3.425		x		\$75 per class; maximum of 15 \$75 if parties register within 15 days after petitioner's filing of respondents' pleading services	\$75 per class; no discount	Multnomah County \$70 Washington County \$267 for four class series	Change in structure and online registration render this less relevant. This change also streamlines administrative and accounting functions
Family Law Family Law Education Classes	ORS 3.425		x		\$40 per session	\$30		Change fee and update terminology to distinguish between class fees and consultation fees. Adjusting department fees to reflect \$125/hour base hourly service rate.
Family law clinic	ORS 3.425				\$125 per hour for consultation	\$125		Adjusting department fees to reflect \$125/hour base hourly service rate.
Advanced Internship Training	ORS 3.425				\$2,000 per academic year	CJO 05-028		correct legal reference
Domestic Relations Mediation Training	Code §1.01.090			x	\$1,500 per 40-hour training; discounted to \$1,250 per training for any party who elects to take two trainings together	\$1,250		Adjusting department fees to reflect \$125/hour base hourly service rate.
Training	Code §1.01.090			x				
- participant fee					\$25 per hour for each participant	\$30		Adjusting department fees to reflect \$125/hour base hourly service rate.
- Trainer fee					\$100 per hour for class	\$125		Adjusting department fees to reflect \$125/hour base hourly service rate.
Fee for Cost of Clinical Supervision Towards Licensure	Code §1.01.090			x	\$100 per hour for individual supervision; \$25 per hour for group supervision	\$125/30		Adjusting department fees to reflect \$125/hour base hourly service rate.
Small claims mediation	Code §1.01.090					no change		
- Claim is \$2500 or less					\$50 per side			
- Claim is \$2500 to \$10,000					\$90 per side			

Department/Division	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE AMOUNT	Proposed fee FY2018/2019
COUNTY CLERK						
Public Land Corner Preservation Fund	ORS 203.148(2)	x			\$10	
Plat recording fee	ORS 92.070(5)		x	x	\$45 (\$93 total with other required fees)	
San Francisco Plat Map	Code §1.01.090			x		
- Each copy					\$0.50	
- Certification					\$3.75	
- Mailing tube					\$2.75	
- Postage, if mailed					\$3	
- Total – if certified and mailed				x	\$10	
GIS Technology Fee	Code §1.01.090			x	\$5	
Assessment and Taxation fee	ORS 205.323		x		\$16	
Per side of each page recording fee	ORS 205.320(4)(b)		x		\$5	
For each add'l release, assignment or satisfaction embodied in one document, an add'l	ORS 205.320(12)		x		\$5	
For each add'l transaction embodied in one document, an add'l	ORS 205.320(13)		x		\$5	
Nonstandard document fee for noncompliance of first page requirements and/or page/print size - an	ORS 205.234 & ORS 205.232		x		\$20	
Surveyor PLC fee	ORS 203.148(2)		x		\$10	
Oregon Land Info System fee	ORS 205.323		x		\$1	
Low Income Housing	ORS 205.320(2)(e) HB 4007			HB 4007	\$20	HB 4007 INCREASE BY \$40.00 - NOW \$60.00
Affordable housing collection					\$2	
Copies of recorded records	ORS 205.320(4)(c)		x		\$3.75 first page + \$0.25 each add'l page (does not include Marriage Records)	
- Search					\$3.75	
first page copy and each additional page					0.25	
Certification of copies	ORS 205.320		x	x	\$3.75	

Images of Recorded Documents	Code §1.01.090				\$0.25 per image	
OLCC Licensing	ORS 471.166 (8)		x			
- Original application					\$100	
- Change of ownership, location or privilege					\$75	
- Renewal or temporary					\$35	
Social gambling license application	Code §8.05.040				\$25	
Marriage License or Declaration of Domestic Partnership	ORS 107.615(1) and ORS 205.320(5)	x	x		\$60 (cash only)	
Waiving the three-day waiting period for marriage license	Code §1.01.090			x	\$15 general; \$0 veterans	
Duplicate marriage license	Code §1.01.090			x	\$15	
	Code §1.01.090				\$20	



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution Adopting the Clackamas County Enhanced Law Enforcement District
2018-19 Fiscal Year Budget, making Appropriations and Imposing and
Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019

Purpose/Outcome	Budget adoption for Clackamas County Enhanced Law Enforcement District FY 2018-2019
Dollar Amount and fiscal Impact	The effect is to adopt a budget of \$7,360,027
Funding Source	Includes Fund Balance, Taxes and Federal Revenue.
Duration	July 1, 2018-June 30, 2019
Previous Board Action/Review	Budget Committee approval June 4, 2018.
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Attached is the Resolution to adopt the budget as published and approved by the Budget Committee in accordance with state budget law, and to impose a tax rate for the 2018-2019 fiscal year.

This Resolution establishes a budget for the Enhanced Law Enforcement District July 1, 2018 through June 30, 2019 inclusive of \$7,360,027

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Resolution.

Sincerely,

Diane D. Padilla
Budget Manager

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

In the Matter of Adopting a Budget
Making Appropriations and imposing
and Categorizing Taxes from the
Period of July 1, 2018 to June 30,
2019, for Clackamas County
Enhanced Law Enforcement District



Resolution No. _____

BE IT RESOLVED that the Board of County Commissioners of Clackamas County hereby adopts the budget for fiscal year 2018-2019 in the total of \$7,360,027 and establishes appropriations as follows:

General Fund

Public Protection	7,179,487.
Not Allocated to Organizational Unit	
Debt Service	<u>180,540.</u>
Total	<u>\$7,360,027.</u>

This budget is now on file at 2051 Kaen Road, in Oregon City, Oregon.

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2018-2019 upon the assessed value of all taxable property within the district and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

At the rate of \$0.7198 per \$1,000 of assessed value for permanent rate tax.

The above resolution statements were approved and declared adopted on this 28th day of June, 2018

BOARD OF COUNTY COMMISSIONERS

Acting as the governing body of the
Enhanced Law Enforcement District

Chair

Recording Secretary



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution Adopting the Clackamas County Extension and 4-H Service District
2018-2019 Fiscal Year Budget, making Appropriations and Imposing and
Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019

Purpose/Outcome	Budget adoption for Clackamas County Extension and 4-H Service District FY 2018-2019
Dollar Amount and Fiscal Impact	The effect is to adopt a budget of \$8,742,490
Funding Source	Includes Fund Balance, Taxes, Federal and Miscellaneous Revenue
Duration	July 1, 2018 - June 30, 2019
Previous Board Action/Review	Budget Committee approval June 4, 2018
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

BACKGROUND:

Attached are the Resolution to adopt the budget as published and approved by the Budget Committee in accordance with state budget law, and to impose a tax rate for the 2018-2019 fiscal year.

This Resolution establishes a budget for the Clackamas County Extension and 4-H Service District July 1, 2018 through June 30, 2019 inclusive of \$8,742,490

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached Resolution.

Sincerely,

Diane Padilla
Budget Manager

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

In the Matter of Adopting a Budget
Making Appropriations and imposing
and Categorizing Taxes from the
Period of July 1, 2018 to June 30,
2019, for Clackamas County
Extension and 4-H Service District



Resolution No. _____

BE IT RESOLVED that the Board of County Commissioners of Clackamas County hereby adopts the budget for fiscal year 2018-2019 in the total of \$8,742,490 and establishes appropriations as follows:

General Fund

Special Payments	\$8,491,625.
Contingency	<u>250,865.</u>
Total	<u>\$8,742,490.</u>

This budget is now on file at 2051 Kaen Road, in Oregon City, Oregon.

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2018-2019 upon the assessed value of all taxable property within the district and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

At the rate of \$0.0500 per \$1,000 of assessed value for permanent rate tax.

The above resolution statements were approved and declared adopted on this 28th day of June, 2018.

DATED this 28th day of June, 2018

BOARD OF COUNTY COMMISSIONERS

Acting as the governing body of the
Clackamas County Extension and 4-H Service District

Chair

Recording Secretary



June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for the Library Service District of Clackamas County
Adopting a 2018/2019 Fiscal Year Budget, Making Appropriations and
Imposing and Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019

Purpose/Outcome	Approval of a resolution to adopt 2018/2019 Fiscal Year (FY) budget for the Library Service District of Clackamas County.
Dollar Amount and Fiscal Impact	Library Service District budget in the amount of \$21,533,051 for FY 2018/2019.
Funding Source	Property taxes
Duration	July 1, 2018 through June 30, 2019
Previous Board Action/Review	June 4, 2018 – Library Service District Budget Committee approved the FY 2018/2019 budget as presented.
Strategic Plan Alignment	Build public trust through good government.
Contact Person	Laura Zentner, CPA, BCS Director 503.742.4351

BACKGROUND:

The attached resolution adopts the budget as published and approved by the Budget Committee, and in accordance with the state budget law, to make appropriations and to impose and categorize taxes for the 2018/2019 fiscal year.

This resolution will establish a budget for the Library Service District of Clackamas County in the amount of **\$21,533,051**.


RECOMMENDATION:

Staff respectfully recommends adoption of the attached resolution as presented.

ATTACHMENT:

1. Resolution No. __ Adopting a 2018/2019 Fiscal Year Budget, Making Appropriations, Imposing and Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019.

Respectfully submitted,


 Laura Zentner, CPA
 BCS Director

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

A Resolution of the Board of County Commissioners Acting As The Governing Body of the Clackamas County Library Service District In The Matter of Adopting a 2018/2019 Fiscal Year Budget, Making Appropriations, Imposing and Categorizing Taxes for the Period of July 1, 2018 Through June 30, 2019

Resolution No. _____

Whereas, the proposed expenditures and resources constituting the budget for the Library Service District of Clackamas County for the period of July 1, 2018 through June 30, 2019, inclusive, have been prepared, published, and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute; and,

Whereas, in accordance with ORS 294.438 the notice of this public hearing and a financial summary was published in the Clackamas Review on June 20, 2018; and,

Whereas, ORS 294.456 requires Districts to make appropriations, impose and categorize the tax levy when adopting the budget.

NOW THEREFORE, the Clackamas County Board of County Commissioners resolves as follows:

The budget is hereby adopted for the fiscal year 2018/2019 in the amount of \$21,533,051. The budget appropriation categories are established as follows:

General Fund

Special Payments	<u>\$ 21,533,051</u>
Total	<u>\$ 21,533,051</u>

The following ad valorem property taxes are hereby imposed for tax year 2018/2019 upon the assessed value of all taxable property within the District and categorized for purposes of Article XI section 11b as subject to General Government Limitations:

At the rate of \$0.3974 per \$1,000 of assessed value for permanent rate tax.

DATED this 28th Day of June, 2018

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Acting as the governing body of the
Library Service District of Clackamas County

Jim Bernard, Chair

Recording Secretary



NORTH CLACKAMAS
PARKS & RECREATION DISTRICT

Administration

Scott Archer, Director
North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045

June 28, 2018

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of a Resolution for Adopting a 2018/2019 Fiscal Year Budget, Making Appropriations, Imposing and Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019

Purpose/Outcome	Approval of a resolution to adopt 2018/2019 Fiscal Year (FY) budget for North Clackamas Parks & Recreation District (NCPRD).
Dollar Amount and Fiscal Impact	North Clackamas Parks & Recreation District budget in the amount of \$49,488,140 for FY 2018/2019.
Funding Source	Property taxes, System Development Charges, fees, grants, donations, etc.
Duration	July 1, 2018 through June 30, 2019
Previous Board Action/Review	<ul style="list-style-type: none"> • June 4, 2018 Budget Committee Meeting - NCPRD Budget Committee approved the FY 2018/2019 budget as presented. • June 19, 2018 Budget Committee Meeting - NCPRD Budget Committee approved changes to the FY 2018/2019 budget approved on 6/4/2018.
Strategic Plan Alignment	Build public trust through good government.
Contact Person	Scott Archer, <i>Director</i> , 503-742-4421

BACKGROUND:

The attached resolution and exhibit adopt the budget as published and approved by the Budget Committee, and in accordance with the state budget law, to make appropriations and to impose and categorize taxes for the fiscal year 2018/2019.

This resolution will establish a budget for North Clackamas Parks and Recreation District in the amount of **\$49,488,140**.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached resolution as presented.

ATTACHMENT:

1. Resolution No. ____ Adopting a 2018/2019 Fiscal Year Budget, Making Appropriations, Imposing and Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019

Respectfully Submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District

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

A Resolution Of The Board Of County Commissioners Acting As The Governing Body Of The North Clackamas Parks And Recreation District In The Matter Of Adopting A 2018/2019 Fiscal Year Budget, Making Appropriations And Imposing And Categorizing Taxes For The Period Of July 1, 2018 Through June 30, 2019

Board Order No. _____

Page 1 of 1

Whereas, the proposed expenditures and resources constituting the budget for the North Clackamas Parks and Recreation District, Clackamas County, Oregon, for the period of July 1, 2018 through June 30, 2019, inclusive, has been prepared, published and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute; and,

Whereas, in accordance with ORS 294.438 the notice of this public hearing and a financial summary was published in the Oregonian on June 20, 2018; and,

Whereas, ORS 294.456 requires Districts to make appropriations, impose and categorize the tax levy when adopting the budget.

NOW THEREFORE, the Clackamas County Board of County Commissioners resolves as follows:

The budget is hereby adopted for the fiscal year 2018/2019 in the amount of **\$49,488,140** and establishes appropriations as shown in the attached Exhibit A, which by this reference is made a part of this resolution.

The following ad valorem property taxes are hereby imposed for tax year 2018/2019 upon the assessed value of all taxable property within the District and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

At the rate of \$0.5382 per \$1,000 of assessed value for permanent rate tax.

DATED this 28th day of June, 2018.

BOARD OF COUNTY COMMISSIONERS

Acting as the governing body of the
North Clackamas Parks and Recreation District

Jim Bernard, Chair

Recording Secretary

**North Clackamas Parks and Recreation District
Fiscal Year 2018/2019
Exhibit A**

General Fund

Administration Division	\$ 711,482
Parks Maintenance Division	1,825,873
Recreation Division	510,435
Sports Division	1,417,019
Milwaukie Center Division	748,155
Aquatic Park Division	2,325,060
Marketing & Communications	490,683
Planning Division	561,873
Natural Resources	419,005
Non-departmental Special Payments	-
Transfers to Other Funds	1,620,465
Contingency	3,656,230
	<u>\$ 14,286,280</u>

Nutrition & Transportation Fund

Nutrition Division	\$ 568,802
Transportation Division	187,751
Non-departmental Special Payments	-
Transfers to Other Funds	3,600
Contingency	112,790
	<u>\$ 872,943</u>

System Development Charge Zone 1 Fund

Materials and Services	\$ 2,222
Capital Outlay	564,274
Transfers to Other Funds	617,710
	<u>\$ 1,184,206</u>

System Development Charge Zone 2 Fund

Materials and Services	\$ 8,191
Capital Outlay	1,993,808
Transfers to Other Funds	327,494
	<u>\$ 2,329,493</u>

System Development Charge Zone 3 Fund

Materials and Services	\$ 2,483
Capital Outlay	11,716,370
Transfers to Other Funds	685,796
	<u>\$ 12,404,649</u>

Debt Service Fund - Series 2010

Materials and Services	\$ 500
Debt Service	2,165,576
	<u>\$ 2,166,076</u>

Capital Projects Fund

Capital Outlay	\$ 11,185,338
	<u>\$ 11,185,338</u>

Fixed Asset Replacement

Materials and Services	\$ 50,000
Capital Outlay	4,999,155
Special Payments	5,000
Transfers to Other Funds	5,000
Contingency	-
	<u>\$ 5,059,155</u>

Grand Total	<u>\$ 49,488,140</u>
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Total Appropriated	\$ 49,488,140
Total Unappropriated	-
	<u>\$ 49,488,140</u>



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

June 28, 2018

Development Agency Board
Clackamas County

Members of the Board:

**A Board Resolution Adopting and Appropriating Funds for the 2018-19 Budget
for the Clackamas County Development Agency**

Purpose/Outcomes	Adopting and Appropriating Funds for the 2018-19 Budget
Dollar Amount and Fiscal Impact	None
Funding Source	Urban Renewal – Tax Increment Financing
Duration	2018-2019 fiscal year
Previous Board Action	Budget Committee Meeting – June 4, 2018
Strategic Plan Alignment	Build public trust through good government
Contact Person	Dave Queener, Program Supervisor – Development Agency 503-742-4322 or davidque@clackamas.us
Contract No.	Not Applicable

BACKGROUND:

Attached is the Fiscal Year 2018-19 budget for the Clackamas County Development Agency, the urban renewal authority for Clackamas County. The budget consists of general operating funds for the Clackamas Town Center plan area (CTC), Clackamas Industrial Development Area (CIA), and North Clackamas Revitalization Area (NCRA).

The Development Agency Budget Committee conducted a public meeting on the proposed budget June 4, 2018. The committee approved the proposed budget and recommends Board approval of the attached Development Agency Budget.

The attached Resolution adopts and appropriates funds for the Development Agency Budget July 1, 2018 through June 30, 2019 inclusive and directs copies of the Budget be transmitted to the County Clerk and Assessor.

RECOMMENDATION:

Approve the attached Resolution adopting and appropriating funds for the FY 2018-19 Clackamas County Development Agency Budget.

Respectfully submitted,

Dave Queener, Program Supervisor
Development Agency

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

In the Matter of a Resolution
Adopting and Appropriating
Funds for the 2018-19 Budget
for the Clackamas County
Development Agency (Tax
Increment Financing Areas)

}

Resolution No. _____
Page 1 of 3

Whereas, the Board of County Commissioners acts as the governing body of the Clackamas County Development Agency (“Board”); and

Whereas, the operating expenditures and revenues constituting the operating fund and debt service fund budgets for the Clackamas Town Center Development Area, and the operating fund budget for the Clackamas Industrial Development Area, and the operating fund and debt service fund budgets for the North Clackamas Revitalization Area, all of which are tax increment financing plan areas for the period of July 1, 2018 through June 30, 2019 inclusive, have been prepared and published and submitted to the taxpayers for recommendation at a public hearing held on June 28, 2018 as provided by statute; and

Whereas, the opportunity for public comment was made available to any resident of the tax increment financing plan area or the general County; and

Whereas, the Clackamas County Development Agency Budget Committee conducted a public meeting on the proposed FY 2018-19 budget on June 4, 2018 and approved the budget and recommends Board approval; and

NOW THEREFORE, the Board of County Commissioners acting as the governing body of the Clackamas County Development Agency resolves as follows:

1. The operating fund budget and debt service fund budget for the Clackamas Town Center Development Area is appropriated as follows:

OPERATING FUND	
Public Ways & Facilities	\$ 10,729,383.00
Not Allocated to Organizational Unit Contingency	\$ <u>1,730,028.00</u>
TOTAL OPERATING FUND EXPENDITURES	\$ 12,459,411.00
DEBT SERVICE FUND	
Not Allocated to Organizational Unit Interfund Transfer to Fund 450	\$ 9,000,000.00
Contingency	\$ <u>2,000,000.00</u>
TOTAL DEBT SERVICE FUND	\$ 11,000,000.00

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

In the Matter of a Resolution
Adopting and Appropriating
Funds for the 2018-19 Budget
for the Clackamas County
Development Agency (Tax
Increment Financing Areas)



Resolution No. _____

Page 2 of 3

2. The operating fund budget for the Clackamas Industrial Development Area is appropriated as follows:

OPERATING FUND	
Public Ways & Facilities	\$ 7,007,463.00
Not Allocated to Organizational Unit Contingency	\$ <u>1,000,000.00</u>
TOTAL OPERATING FUND EXPENDITURES	\$ 8,007,463.00

3. The operating fund budget and debt service fund budget for the North Clackamas Revitalization Area is appropriated as follows:

OPERATING FUND	
Public Ways & Facilities	\$ 2,548,661.00
Not Allocated to Organizational Unit Special Payments	\$ 15,000.00
Contingency	\$ <u>1,136,564.00</u>
TOTAL OPERATING FUND EXPENDITURES	\$ 3,700,225.00

DEBT SERVICE FUND	
Not Allocated to Organizational Unit Debt Service	\$ 556,920.00
Interfund transfer to Fund 453	\$ 3,000,000.00
Contingency	\$ <u>1,959,429.00</u>
TOTAL DEBT SERVICE FUND	\$ 5,516,349.00

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

In the Matter of a Resolution
Adopting and Appropriating
Funds for the 2018-19 Budget
for the Clackamas County
Development Agency (Tax
Increment Financing Areas)



Resolution No. _____

Page 3 of 3

4. The FY 2018-19 ad valorem tax, all of which is subject to the General Government Limitation set forth in section 11b, Article XI of the Oregon Constitution, is certified to the County Assessor for the North Clackamas Revitalization Plan Area in the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article IX, of the Oregon Constitution and ORS Chapter 457; and
5. The Board hereby adopts the budget for fiscal year 2018-19 in the total of \$61,040,247.00 now on file at the Development Service Building.

DATED this _____ day of June, 2018.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
Acting as the Governing Body of the
Clackamas County Development Agency

Chair

Recording Secretary



DAN JOHNSON
DIRECTOR

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

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

A Board Resolution Adopting and Appropriating
Funds for the 2018-2019 Budget for
Clackamas County Service District No. 5

Purpose/Outcomes	Adopting and Appropriating Funds for the 2018-2019 Budget
Dollar Amount and Fiscal Impact	None
Funding Source	District rates establish annual assessments levied against properties benefitting from street lighting
Duration	Fiscal Year 2018-2019
Previous Board Contact	Budget Committee Meeting – June 4, 2018
Strategic Plan Alignment	Ensure safe, healthy and secure communities
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657

BACKGROUND:

Attached is the Fiscal Year 2018-2019 budget for the Clackamas County Service District No. 5.

The Service District Budget Committee conducted a public meeting on the proposed budget on June 4, 2018. The committee approved the proposed budget and recommends Board approval of the attached Service District No. 5 budget.

The attached Resolution adopts and appropriates funds for the Service District No. 5 Budget, July 1, 2018 through June 30, 2019 and directs copies of the Budget be transmitted to the County Clerk and Assessor.

RECOMMENDATION:

It is recommended that the Board approve the attached Resolution adopting and appropriating funds for the Clackamas County Service District No. 5 Fiscal Year 2018-2019 Budget.

For additional information, please contact Wendi Coryell at 503-742-4657.

Respectfully submitted,

Wendi Coryell, Service District Specialist
Clackamas County Service District No.5

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

In the Matter of a Resolution
Adopting and Appropriating Funds
for the 2018-2019 Budget for
Clackamas County Service
District No. 5



Resolution No. _____
Page 1 of 1

Whereas, the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 and it appearing to the Board that the operating expenditures and revenues constituting the Street Lighting Fund budget for Clackamas County Service District No. 5 for the period of July 1, 2018 to June 30, 2019, inclusive, have been prepared, published, and submitted to the taxpayers for recommendations at a public hearing held on June 28, 2018, as provided by statute; and,

Whereas, the opportunity was given for public testimony at said public hearing; and

NOW THEREFORE, the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 resolves as follows:

1. The Street Lighting Fund for Clackamas County Service District No. 5 be adopted and funds appropriated as follows:

CCSD #5 STREET LIGHTING FUND

Public Ways & Facilities	\$ 2,408,563
Not Allocated to Organization Unit Contingency	\$ <u>944,674</u>
TOTAL CCSD #5 STREET LIGHTING FUND EXPENDITURES	\$ 3,353,237

2. The Resolution be entered into the Commissioners' Journal as of July 1, 2018.

DATED this _____ day of June, 2018.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
Acting as the Governing Body of
Clackamas County Service District No. 5

Chair

Recording Secretary



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

A Board Resolution and Public Hearing Setting Rates for Street Lighting
Service Charges in Clackamas County Service District No. 5

Purpose/Outcomes	Approval of this Resolution will set rates for Street Lighting Service Charges
Dollar Amount and Fiscal Impact	Rate decrease in all 12 rate categories
Funding Source	District rates establish annual assessments levied against properties benefitting from street lighting
Duration	Fiscal Year 2018-2019
Previous Board Contact	Budget Committee Meeting – June 4, 2018
Strategic Plan Alignment	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone) wendicor@clackamas.us

BACKGROUND:

Clackamas County Service District No. 5 supplies street lighting service to unincorporated Clackamas County and the city of Happy Valley. The cost of street lighting is paid by direct assessment of benefiting property owners within the district. Rates for the District were last set on June 29, 2017, by Resolution No. 2017-75.

The District's 2018-2019 recommended budget takes into account rate changes in all 12 existing rates the District uses to assess property owners benefitting from street lighting service. The proposed rate schedule is projected to produce revenue at a level that will meet the expenses of the district as well as resulting in a forecasted ending fund balance that would accommodate a sufficient reserve for future expenditures to cover the first five (5) months of District expense until revenues become available in November.

These documents have been reviewed and approved by Counsel.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5

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

In the Matter of a Resolution
Setting Rates for Street Lighting
Service Charges, Clackamas
County Service District No. 5,
Clackamas County, Oregon



Resolution No. _____
Page 1 of 4

Whereas, the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 and it appearing to the Board that rates for street light service in Clackamas County Service District No. 5 were last set by Resolution No. 2017-75; and

Whereas, the rates charged are user fees, and that such assessments are a revenue source essential to the continuing viability of Service District No. 5; and

Whereas, the rate schedules as established by Commissioners' Resolution No. 2017-75, should be changed to reflect the cost of providing street lighting service in the District for fiscal year 2018-2019 as follows:

Rate Schedule A = \$	35.38	per tax lot each year
Rate Schedule B = \$	49.01	per tax lot each year
Rate Schedule C = \$	68.72	per tax lot each year
Rate Schedule D = \$	1.23	per frontage foot per tax lot each year
Rate Schedule E = \$	8.27	per tax lot each year
Rate Schedule F = \$	61.30	per tax lot each year
Rate Schedule H = \$	90.04	per tax lot each year
Rate Schedule J = \$	119.64	per tax lot each year
Rate Schedule K = \$	82.65	per tax lot each year
Rate Schedule M = \$	1.77	per frontage foot per tax lot each year
Rate Schedule R = \$	257.31	per tax lot each year
Rate Schedule W = \$	240.10	per tax lot each year

RATE SCHEDULE A

Residential lots having access to and benefited by the installation and maintenance of District owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are primarily District owned and mounted on poles used exclusively for street lights.

RATE SCHEDULE B

Residential lots having access to and benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are primarily cobra type lights, owned by PGE, mounted on existing PGE owned distribution poles, and served by overhead wiring.

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

In the Matter of a Resolution
Setting Rates for Street Lighting
Service Charges, Clackamas
County Service District No. 5,
Clackamas County, Oregon



Resolution No. _____
Page 2 of 4

RATE SCHEDULE C

Residential lots having access to and benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are generally cobra type lights on gray fiberglass or aluminum poles or Town & Country lights on redwood or fiberglass poles. They are primarily mounted on PGE owned poles used exclusively for street lights and are served by underground wiring.

RATE SCHEDULE D

Commercial and Industrial lots having access to and benefited by the installation and maintenance of street lights on poles located on adjacent public rights-of-way. Lights and poles in this schedule are owned by the District or PGE and are served by either overhead or underground wiring.

RATE SCHEDULE E

Condominium units which are benefited by the installation and maintenance of street lights on poles located on adjacent public rights-of-way. Lights and poles in this schedule are owned by the District or PGE and are served by either overhead or underground wiring.

RATE SCHEDULE F

Residential lots which are benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are primarily mounted on PGE owned poles used exclusively for street lights. This rate schedule represents the former Southwood Park Highway Lighting District.

RATE SCHEDULE H

Residential lots, primarily in the City of Happy Valley, which are benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights and poles in this schedule are owned by PGE and are shoebox fixtures on bronze fiberglass poles. They are primarily served by underground wiring.

RATE SCHEDULE J

Residential lots which are benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are Hadco Acorn fixtures on ornamental fiberglass or aluminum poles, owned and maintained by PGE, and used exclusively for street lighting. They are primarily served by underground wiring.

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

In the Matter of a Resolution
Setting Rates for Street Lighting
Service Charges, Clackamas
County Service District No. 5,
Clackamas County, Oregon



Resolution No. _____
Page 3 of 4

RATE SCHEDULE K

High density residential developments which are benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are Techtra fixtures on ornamental aluminum shepherd's crook poles, owned and maintained by PGE, and used exclusively for street lighting. They are primarily served by underground wiring.

RATE SCHEDULE M

Commercial lots which are benefited by the installation and maintenance of PGE owned street lights on aluminum or wood poles on adjacent public rights-of-way. Lights in this schedule are high wattage fixtures on decorative aluminum poles, owned and maintained by PGE, and used exclusively for street lighting.

RATE SCHEDULE R

Residential lots which are benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are Techtra fixtures on ornamental aluminum shepherd's crook poles, owned and maintained by PGE, and used exclusively for street lighting. They are primarily served by underground wiring.

RATE SCHEDULE W

Residential lots which are benefited by the installation and maintenance of PGE owned street lights on decorative aluminum poles on adjacent public rights-of-way. Lights in this schedule are Westbrook fixtures on decorative aluminum poles, owned and maintained by PGE, and used exclusively for street lighting. They are primarily served by underground wiring.

Whereas, such rates are necessary as a result of clearly defining and distributing operating costs for the District to the appropriate rate schedules, and

Whereas, that a public hearing was held on June 28, 2018 to take public testimony and said public hearing was duly advertised in the local newspaper; and

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

In the Matter of a Resolution
Setting Rates for Street Lighting
Service Charges, Clackamas
County Service District No. 5,
Clackamas County, Oregon



Resolution No. _____
Page 4 of 4

NOW THEREFORE, the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 resolves as follows:

1. That commencing with July 1, 2018, the rates for service charges to the users of Clackamas County Service District No. 5 will be as follows:

Rate Schedule A = \$	35.38	per tax lot each year
Rate Schedule B = \$	49.01	per tax lot each year
Rate Schedule C = \$	68.72	per tax lot each year
Rate Schedule D = \$	1.23	per frontage foot per tax lot each year
Rate Schedule E = \$	8.27	per tax lot each year
Rate Schedule F = \$	61.30	per tax lot each year
Rate Schedule H = \$	90.04	per tax lot each year
Rate Schedule J = \$	119.64	per tax lot each year
Rate Schedule K = \$	82.65	per tax lot each year
Rate Schedule M = \$	1.77	per frontage foot per tax lot each year
Rate Schedule R = \$	257.31	per tax lot each year
Rate Schedule W = \$	240.10	per tax lot each year

DATED this _____ day of June, 2018.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
Acting as the Governing Body of
Clackamas County Service District No. 5

Chair

Recording Secretary



Gregory L. Geist
Director

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

RESOLUTION ADOPTING AND APPROPRIATING FISCAL YEAR 2018-19 BUDGET AND FUNDS FOR WATER ENVIRONMENT SERVICES

Purpose/Outcomes	Adopt and appropriate Fiscal Year 2018-19 budget and funds for Water Environment Services ("WES").
Dollar Amount and Fiscal Impact	The spending level considered necessary by the Budget Committee for WES to meet operations and maintenance, capital, and debt service requirements and to provide reserves amounts to \$115,864,526.00 for Water Environment Services.
Funding Source	WES funds. No General funds.
Duration	July 1, 2018 through June 30, 2019
Previous Board Action/Review	None
Strategic Plan Alignment	1. WES Customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.
Contact Person	Doug Waugh, Finance Manager dougwau@clackamas.us
Contract No.	N/A

BACKGROUND:

The attached Resolution and exhibit adopts and appropriates funds for the enterprise fund budget for Fiscal Year 2018-19 for Water Environment Services ("WES"), and further adopts and appropriates the debt service fund budget for WES.

The Budget Committee for WES met on June 4, 2018 to consider its budget. The budget for WES was approved as recommended by staff. Spending levels considered necessary by the Budget Committee for WES to meet its operations and maintenance, capital and debt service requirements and to provide reserves amount to \$115,864,526.00.

This resolution to adopt and appropriate Fiscal Year 2018-19 budget and funds has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve the Resolution adopting and appropriating the budget and funds for Fiscal Year 2018-19 for Water Environment Services.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist". The signature is written in a cursive style with a long horizontal stroke at the end.

Greg Geist, Director
Water Environment Services

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

A Resolution Adopting a 2018-19
Fiscal Year Budget and Making
Appropriations for the Period of
July 1, 2018 through June 30, 2019

Resolution No. _____

WHEREAS, the proposed expenditures and resources constituting the budget for Water Environment Services for the period of July 1, 2018 through June 30, 2019, inclusive, has been prepared, published and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as required by Oregon statutes; and

WHEREAS, in accordance with ORS 294.920, the notice of this public hearing and a financial summary were published in The Oregonian on June 15th, 2018; and

WHEREAS, ORS 294.456 and ORS 294.910 require municipal corporations to make appropriations when adopting the budget, as shown in Exhibit A.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, ACTING ON BEHALF OF WATER ENVIRONMENT SERVICES, THAT:

The budget is hereby adopted for the Fiscal Year 2018-2019 in the amount of **\$115,864,526.00** and establishes appropriation as shown in the attached Exhibit A, which by this reference is made a part of this resolution.

ADOPTED this 28th day of June, 2018.

CLACKAMAS COUNTY BOARD OF COUNTY
COMMISSIONERS Acting as Governing Body
of Water Environment Services:

Chair

Recording Secretary

**WATER ENVIRONMENT SERVICES
FISCAL YEAR 2018-2019 BUDGET
EXHIBIT A**

SANITARY SEWER OPERATING FUND

Materials and Services	\$ 23,597,518
Special Expenditures	
Transfers	16,873,981
Contingency	3,933,000
TOTAL OPERATING FUND EXPENDITURES	<u>\$ 44,404,499</u>

SANITARY SEWER SYSTEM DEVELOPMENT CHARGE FUND

Capital Outlay	\$ 3,146,500
Special Expenditures	
Contingency	786,625
TOTAL SYSTEM DEVELOPMENT CHARGE FUND EXPENDITURES	<u>\$ 3,933,125</u>

SANITARY SEWER CONSTRUCTION FUND

Capital Outlay	\$ 39,738,500
Special Expenditures	
Contingency	9,934,625
TOTAL CONSTRUCTION FUND EXPENDITURES	<u>\$ 49,673,125</u>

SURFACE WATER OPERATING FUND

Materials and Services	\$ 5,218,049
Special Expenditures	
Transfers	1,000,000
Contingency	870,000
TOTAL OPERATING FUND EXPENDITURES	<u>\$ 7,088,049</u>

SURFACE WATER SYSTEM DEVELOPMENT CHARGE FUND

Capital Outlay	\$ 500,000
Special Expenditures	
Contingency	125,000
TOTAL SYSTEM DEVELOPMENT CHARGE FUND EXPENDITURES	<u>\$ 625,000</u>

SURFACE WATER CONSTRUCTION FUND

Capital Outlay	\$ 2,480,000
Special Expenditures	
Contingency	620,000
TOTAL CONSTRUCTION FUND EXPENDITURES	<u>\$ 3,100,000</u>

STATE LOAN FUND

Principal and Interest	\$ 113,643
Special Expenditures	
Reserve	53,104
TOTAL DEBT SERVICE FUND EXPENDITURES	<u>\$ 166,747</u>

REVENUE BOND FUND

Principal and Interest	\$ 6,873,981
Special Expenditures	
Reserve	-
TOTAL DEBT SERVICE FUND EXPENDITURES	<u>\$ 6,873,981</u>



Gregory L. Geist
Director

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER AMENDING AND ADOPTING RATES AND CHARGES FOR
WATER ENVIRONMENT SERVICES**

Purpose/Outcomes	Amend and adopt rates and charges for Water Environment Services.
Dollar Amount and Fiscal Impact	Changes the Equivalent Dwelling Unit (“EDU”) monthly charge for wholesale sanitary sewer service within Water Environment Services (“WES”) Rate Zone One from \$22.15 to \$23.00/EDU, an additional amount of \$1.40 for the City of Oregon City, an additional amount of \$1.15 for the City of Gladstone, for retail sanitary sewer service within Rate Zone One from \$32.00 to \$33.25 per EDU. Changes the retail Equivalent Dwelling Unit (EDU) monthly charge for sanitary sewer service within Rate Zone Two from \$46.35 to \$48.15/EDU and an additional amount of 5% or approximately \$2.41 for ratepayers in the City of Happy Valley. Changes the retail Equivalent Service Unit (ESU) monthly charge for surface water management services within Rate Zone Two from \$6.70 to \$6.95/ESU and an additional amount of 5% or approximately \$0.35 for ratepayers in the City of Happy Valley. Changes the wholesale EDU monthly charge for sanitary sewer service in Rate Zone Two from \$34.75 to \$36.10/EDU. Changes the retail ESU monthly charge for surface water services within Rate Zone Three from \$4.10 to \$4.25/ESU.
Funding Source	WES funds.
Duration	July 1, 2018 through June 30, 2019
Previous Board Action/Review	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. WES Customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.
Contact Person	Doug Waugh, Finance Manager dougwau@clackamas.us
Contract No.	N/A

BACKGROUND:

The attached Order changes the Equivalent Dwelling Unit (“EDU”) monthly charge for wholesale sanitary sewer service within Rate Zone One (contiguous with the boundaries of the Tri-City Service District) of Water Environment Services (“WES”) from \$22.15 to \$23.00 per EDU. The City of Oregon City will be charged an additional amount of \$1.40 per EDU to offset the City’s right of way usage fee. The City of Gladstone will be charged an additional amount of \$1.15 per

EDU to offset the City's right of way usage fee. The monthly service charge for retail sanitary sewer service within Rate Zone One will be adjusted from \$32.00 to \$33.25 per EDU.

The retail EDU monthly charge for sanitary sewer service within Rate Zone Two (contiguous with the boundaries of Clackamas County Service District No. 1) will be adjusted from \$46.35 to \$48.15/EDU, and the retail Equivalent Service Unit (ESU) for surface water management services within Rate Zone Two will be adjusted from \$6.70 to \$6.95/ESU. Ratepayers in the City of Happy Valley will be charged an additional amount of 5% or approximately \$2.41 per EDU for sanitary sewer service and approximately \$0.35 per ESU for surface water management service to offset the City's right-of-way usage fee. The wholesale EDU monthly charge for sanitary sewer service in Rate Zone Two changes from \$34.75 to \$36.10/EDU.

The monthly service charge for retail surface water service will be adjusted from \$4.10 to \$4.25 per Equivalent Service Unit within Rate Zone Three (contiguous with the boundaries of the Surface Water Management Agency of Clackamas County).

These changes are effective for service rendered on and after July 1, 2018. The Order further requires WES to amend its published service charge schedule to reflect this change.

The change in charges for monthly sanitary sewer service and monthly surface water service for WES is pursuant to the Fiscal Year 2018-2019 budget approved by WES' Budget Committee on June 4, 2018, and adopted by the Board on June 28, 2018.

RECOMMENDATION:

Staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve the Order amending and adopting rates and charges for Water Environment Services.

Respectfully submitted,



Greg Geist, Director
Water Environment Services

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

In the Matter of an Order Amending
and Adopting Rates and Charges for
Water Environment Services,
Clackamas County, Oregon



Board Order No. _____
Page 1 of 3

This matter came for hearing before the Board of County Commissioners of Clackamas County, Oregon ("Board"), acting as the governing body of Water Environment Services ("WES"), in public hearing on June 28th, 2018.

WHEREAS, WES finds that WES' Rules and Regulations allow for adoption and amendment of rates and charges by order;

WHEREAS, in order to meet the continuing obligations and ensure effective performance of WES, it is necessary for WES to adopt a wholesale sanitary sewer equivalent dwelling unit ("EDU") charge within Rate Zone One of \$23.00 per EDU. The City may set such additional amounts for monthly sanitary sewer user charges which shall be added to WES' wholesale sanitary sewer charge, and the entire amount shall be billed by the City;

WHEREAS, in order to meet the continuing obligations and ensure effective performance of WES, it is necessary for WES to adopt a retail sanitary sewer charge within Rate Zone One of \$33.25 per EDU;

WHEREAS, in order to meet the continuing obligations and ensure effective performance of WES, it is necessary for WES to adopt a retail sanitary sewer equivalent dwelling unit ("EDU") charge within Rate Zone Two of \$48.15 per EDU;

WHEREAS, in order to meet the continuing obligations and ensure effective performance of WES, it is necessary for WES to adopt a retail surface water equivalent dwelling unit ("EDU") charge within Rate Zone Two of \$6.95 per EDU;

WHEREAS, in order to meet the continuing obligations and ensure effective performance of WES, it is necessary for WES to adopt a retail surface water charge within Rate Zone 3 of \$4.25 per ESU;

WHEREAS, in order to meet continuing obligations and ensure equity amongst ratepayers and avoid a budget deficit, it is necessary for WES to adopt a methodology that allows for charges to any municipal customer of WES that levies, charges, taxes or otherwise imposes additional costs on WES relating to the use of public right of way within that municipality in an amount equal to the cost of such levy, charge, tax or other cost plus the maximum statutorily allowed interest rate to be charged for late fees;

WHEREAS, in order to implement such methodology for Fiscal Year 2018-19, WES shall charge the City of Oregon City \$1.40 per EDU served by Oregon City, in addition to the \$23.00 wholesale EDU rate, all effective July 1, 2018, pursuant to WES' approved budget. WES shall charge the City of Gladstone \$1.15 per EDU served by Gladstone, in addition to the \$23.00 wholesale EDU rate, all effective July 1, 2018, pursuant to WES' approved budget. WES shall charge the customers of WES residing within the City of Happy Valley an additional 5% or

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

In the Matter of an Order Amending
and Adopting Rates and Charges for
Water Environment Services,
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Board Order No. _____
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approximately \$2.41 per EDU for sanitary sewer service and an additional 5% or approximately \$0.35 per ESU for surface water services pursuant to the adopted rate methodology, all effective July 1, 2018, pursuant to WES' approved budget.

The Board, having held a hearing, considered testimony, factual supporting materials and the above findings and rate methodology, and being fully advised, it is hereby ORDERED:

1. WES' published service charge schedule is amended to read that effective July 1, 2018, for all services rendered after said date:
 - a. WES' wholesale sanitary sewer service charge shall be \$23.00 per month for each dwelling unit or equivalent dwelling unit as assigned each class of service, which shall be paid by the City for each user from the date of connection of such user to the sewerage system within Rate Zone One (contiguous with the boundaries of the Tri-City Service District). Payment shall be made to the City in which the property is located for subsequent remittance to WES, except for those areas billed directly to the users by WES. WES shall bill for and directly receive the retail charge of \$33.25 for retail sanitary sewer customers within Rate Zone One. WES shall bill the City of Oregon City an additional \$1.40 per EDU, pursuant to the adopted rate methodology. WES shall bill the City of Gladstone an additional \$1.15 per EDU, pursuant to the adopted rate methodology. WES shall set the sewer service charges for each user based upon WES' service charge schedule.
 - b. WES' retail sanitary sewer service charge shall be \$48.15 per month for each dwelling unit or equivalent dwelling unit within Rate Zone Two (contiguous with the boundaries of Clackamas County Service District No. 1). WES shall charge retail customers of Rate Zone Two residing in the City of Happy Valley an additional 5% or approximately \$2.41 per EDU for sanitary sewer service pursuant to the adopted rate methodology. WES' wholesale sanitary sewer service charge within Rate Zone Two shall be \$36.10 per EDU per month.
 - c. WES' retail surface water service charge shall be \$6.95 per month for each service unit or equivalent service unit within Rate Zone Two (contiguous with the boundaries of Clackamas County Service District No. 1). WES shall charge retail customers of Rate Zone Two residing in the City of Happy Valley an additional 5% or approximately \$0.35 per EDU for surface water service pursuant to the adopted rate methodology.
 - d. WES' retail surface water service charge shall be \$4.25 per month for each service unit or equivalent service unit within Rate Zone Three (contiguous with the boundaries of the Surface Water Management Agency of Clackamas County).

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

In the Matter of an Order Amending
and Adopting Rates and Charges for
Water Environment Services,
Clackamas County, Oregon



Board Order No. _____
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2. WES staff is directed to publish the amended service charge schedule in accordance with this Order.
3. In all other respects, the Rules and Regulations of WES remain in full force and effect.
4. An executed copy hereof shall be kept on file at Water Environment Services.

**NOW THEREFORE, the Clackamas County Board of County Commissioners
resolves as follows:**

1. The Board of Commissioners adopts the 2017 Revision to Performance Clackamas, the Clackamas County Strategic Plan attached as Exhibit A.

DATED this 28th day of June, 2018.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



Gregory L. Geist
Director

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER ESTABLISHING SYSTEM DEVELOPMENT CHARGES FOR
WATER ENVIRONMENT SERVICES FOR FY 2018-19**

Purpose/Outcomes	Ensuring continued collection of system development charges and increasing the revenues received from new development within Water Environment Services (“WES”).
Dollar Amount and Fiscal Impact	Projected to collect ~\$180,000 in additional Rate Zone One Sanitary Sewer System Development Charges (“SDC”) revenues annually. Projected to collect ~\$142,000 in additional Rate Zone Two Sanitary Sewer System Development Charges (“SDC”) revenues annually.
Funding Source	No General Funds involved.
Duration	Permanent.
Previous Board Action/Review	In June 2017, the Board adopted a resolution establishing a system development charge methodology for WES. In June 2017, the Board approved an SDC increase to \$3,125 for Rate Zone 1 and an increase to \$7,330 for Rate Zone Two (then Clackamas County Service District No. 1).
Strategic Plan Alignment	1. WES Customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.
Contact Person	Doug Waugh, Finance Manager dougwau@clackamas.us
Contract No.	N/A

BACKGROUND:

Water Environment Services, an intergovernmental partnership formed under ORS Chapter 190 (“WES”), began providing services within the boundaries of the Tri-City Service District (“TCSD”) and the Surface Water Management Agency of Clackamas County (“SWMACC”) on July 1, 2017, and is on schedule to begin providing services within the boundaries of Clackamas County Service District No. 1 (“CCSD#1”) as of July 1, 2018.

WES’ Rules and Regulations allow for an update to the Sanitary Sewer System Development Charge (“SDC”) in Rate Zone One (contiguous with the boundaries of TCSD) and the establishment of a Sanitary Sewer SDC in Rate Zone Two (contiguous with the boundaries of CCSD#1).

On April 14, 2015, the former Tri-City Advisory Committee recommended annual increases to Tri-City Service District’s Sanitary Sewer SDC to bring it up to \$3,855 over 5 years, with an increase in the SDC to \$3,490 for fiscal year 2018-2019. The proposed adoption for WES includes a fee

of \$3,490 in keeping with the Advisory Committee's recommendation, but implemented through the WES entity rather than TCSD. This charge will only apply within Rate Zone One of WES, which matches the boundaries of TCSD.

On May 24, 2018, staff presented to Water Environment Service's Advisory Committee the fiscal year 2018-19 budget which included an increase in the Sanitary Sewer SDC in Rate Zone Two of 3.9%, from \$7,330 to \$7,615. The committee voted to recommend approval of the budget which included the increase. The wholesale portion of the SDC in Rate Zone Two will be concurrently increased by the same percentage, increasing it from \$6,295 to \$6,540.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners, acting as the governing body of Water Environment Services, adopts the resolution increasing the sanitary sewer system development charge in Rate Zone One to \$3,490, and establishing a sanitary sewer system development charge of \$7,615 for WES' Rate Zone Two, with a wholesale portion of the SDC in Rate Zone Two of \$6,540.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist".

Greg Geist, Director
Water Environment Services

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

The Matter of an Order Establishing
System Development Charges for
Water Environment Services for Fiscal
Year 2018-2019



Board Order No. _____
Page 1 of 2

This matter coming before the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of Water Environment Services (the "Board"), an intergovernmental entity created pursuant to Oregon Revised Statutes Chapter 190 ("WES"), in the Board's regular business meeting on June 28, 2018.

WHEREAS, WES began providing services within the boundaries of the Tri-City Service District ("TCSD") and the Surface Water Management Agency of Clackamas County ("SWMACC") as of July 1, 2017, and shall begin providing services within the boundaries of Clackamas County Service District No. 1 ("CCSD#1") as of July 1, 2018; and

WHEREAS, on June 29, 2017, the Board established the System Development Charge ("SDC"), methodology, including an updated Capital Improvement Plan ("CIP"), to be used by Water Environment Services;

WHEREAS, WES' Rules and Regulations allow for the update of a Sanitary Sewer SDC by order within Rate Zone One, pursuant to Chapter 2, Section 9.1.2, and the establishment of an SDC within Rate Zone Two, pursuant to Chapter 4, Section 4.1.3.

WHEREAS, on April 14, 2015, the former Tri-City Advisory Committee recommended the Board adopt an increase in the SDC within Rate Zone One to \$3,490 for fiscal year 2018-2019; and

WHEREAS, on May 24, 2018, the Water Environment Services Advisory Committee recommended approval of the fiscal year 2018-19 budget for WES which included an increase in the SDC within Rate Zone Two of 3.9% to \$7,615 for fiscal year 2018-2019; and

WHEREAS, in order to meet the continuing obligations and ensure effective performance of WES, it is necessary to adopt an increased SDC within Rate Zone One of \$3,490, and also to establish an SDC within Rate Zone Two of \$7,615 and establish a wholesale portion of the Rate Zone Two SDC of \$6,540.

NOW THEREFORE, the Clackamas County Board of County Commissioners resolves as follows:

1. Effective July 1, 2018, the WES system development charge within Rate Zone One (contiguous with the boundaries of the Tri-City Service District) for sanitary sewer service shall be Three Thousand Four Hundred Ninety Dollars (\$3,490.00) per equivalent dwelling unit as defined and applied by the WES SDC ordinance and the previously-adopted methodology; and
2. Effective July 1, 2018, the WES system development charge within Rate Zone Two (contiguous with the boundaries of Clackamas County Service District No. 1) for sanitary sewer service shall be Seven Thousand Six Hundred Fifteen Dollars (\$7,615.00) and the

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

The Matter of an Order Establishing
System Development Charges for
Water Environment Services for Fiscal
Year 2018-2019



Board Order No. _____
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wholesale portion of the SDC shall be Six Thousand Five Hundred Forty Dollars (\$6,540.00) per equivalent dwelling unit as defined and applied by the WES SDC ordinance and the previously-adopted methodology; and

3. WES staff is directed to publish these updated SDC charges where appropriate, in accordance with this order; and
4. An executed copy hereof shall be kept on file at WES.

DATED this 28th day of June, 2018.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Construction Contract with CivilWorks, NW, Inc. for the
Shafford Street Reconstruction Improvements Project

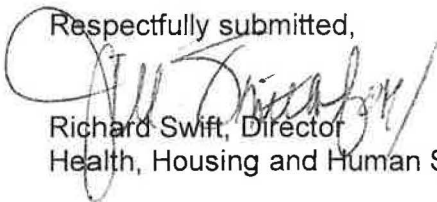
Purpose/ Outcome	This construction contract with CivilWorks, NW, Inc. is to reconstruct the roadway surface of NE Shafford Street, which intersects with NE 4 th Avenue through to NE 2 nd Avenue, in Estacada. The project is an estimated 1,000 feet of new sidewalks, curbs with a finished asphalt overlay, drainage improvements, as well as ADA ramps for pedestrian use. The improvements will end near Clackamas River Elementary School, in Estacada.
Dollar Amount and Fiscal Impact	Community Development Block Grant funds in the amount of \$130,000. The City of Estacada will provide an estimated \$338,250 dollars for construction of the project. The estimated total construction cost will be \$468,250 dollars. No County General Funds will be used for this project.
Funding Source	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds.
Duration	July 2018 to August 2018
Previous Board Action/ Review	CDBG Action Plan approved May 11, 2017
Strategic Plan Alignment	1. Provide low and moderate income persons with healthy, safe and stable housing in neighborhoods where they have improved access to services. 2. Ensure safe, healthy and secure communities.
Contact Person(s)	Steve Kelly – Housing and Community Development: 503-650-5665
Contract No.	H3S 8900

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this construction contract with CivilWorks, NW, Inc. for the Shafford Street Reconstruction Improvements Project. The project will add sidewalks, curbs and asphalt paving in the public right of way. Community Development will provide project coordination representing Clackamas County. The City of Estacada has hired Curran-McLeod as their project engineer. The construction contract was reviewed and approved by County Counsel on May 10, 2018.

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

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

COPY

**AGREEMENT FOR PUBLIC WORKS CONSTRUCTION WORK
BETWEEN COUNTY AND CONTRACTOR**

COUNTY

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

CONTRACTOR

CivilWorks, NW, Inc.
PO Box 5698
Vancouver, WA 98668

THIS AGREEMENT (the Contract) is entered into by and between Clackamas County (hereinafter called the "COUNTY") and CivilWorks, NW, Inc. (hereinafter called "CONTRACTOR") and is dated as of the date it is signed by the COUNTY.

This Contract for construction has been prepared for use with the ODOT Specifications for Construction of the Construction Contract (2018, APWA Oregon Chapter, Volume 1) prepared by the Engineer's Joint Contract Documents Committee.

This Contract is the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein, and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract. This contract, or any modification of this contract, will not be binding on either party except as signed by authorized agents of both parties.

COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: WORK

CONTRACTOR shall complete all Work.

As used herein, "Work" shall mean the construction improvements tasks, as set forth in detail in the Contract Documents, and generally described as: the construction of preserving the existing 18-foot of existing asphalt pavement and widening the street on both sides to 34-foot wide and 2" overlay over the entire street to include new curbs, sidewalks, driveways and ADA ramps. The work also includes removal and replacement of existing catch basins, removal and reinstallation of existing fences.

ARTICLE 2: ENGINEER

The Project has been designed by Curran-McLeod Engineering Consultants who is hereinafter called ENGINEER and who is to act as COUNTY's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3: CONTRACT TIME

3.1. Time is of the essence in this Contract and the CONTRACTOR agrees that **all work shall be substantially completed by _____ 2018 with a contract completion date of _____ 2018.** The project is to commence per the date of the Notice To Proceed issued by the COUNTY. If the Notice To Proceed is delayed, the time schedule will be adjusted accordingly. The total timeframe for this work is **45 days** unless a time extension is approved by the ENGINEER and COUNTY, via Change Order.

3.2. Liquidated Damages. COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that COUNTY will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Section 00180 of the ODOT Specifications for Construction. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by COUNTY if the Work is not completed on time. Accordingly, instead of requiring any such proof, COUNTY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay COUNTY **\$250** for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by COUNTY, CONTRACTOR shall pay COUNTY **\$250** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.3 The Contractor will be held to the timeline of the project, once the project begins. Unforeseen conditions that may cause a delay will be reviewed and determined by the COUNTY and the Engineer(s). Additional work days may be granted to the Contractor.

ARTICLE 4: CONTRACT PRICE

4.1. COUNTY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

4.1.1 In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the ENGINEER and to his satisfaction to the extent provided in the Contract Documents, the COUNTY agrees to pay to the CONTRACTOR the amount bid, as adjusted in accordance with the Contract Documents, and based on the proposal made by the CONTRACTOR, to make such payments in the manner and times provided in the Contract Documents.

4.2 The Contract Price shall be the amount of **Four Hundred Sixty Eight Thousand Two Hundred Fifty Dollars (\$468,250.00)** which are described in the Contract Documents and are hereby accepted by the COUNTY.

4.3 The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. In the performance of the work to be done under this contract, the CONTRACTOR shall use every reasonable and practicable means to avoid damage to property and injury to persons. The CONTRACTOR shall use no means or methods which will endanger, unnecessarily, either persons or property. The responsibility of the CONTRACTOR stated herein shall cease upon the work being accepted as complete by the COUNTY.

ARTICLE 5: PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Section 00195 of the ODOT Specifications for Construction. Applications for Payment will be processed by ENGINEER as provided in the ODOT Specifications for Construction.

5.2. Progress Payments. COUNTY shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the ODOT Specifications for Construction (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.2.1. At least twenty-eight (28) days before each payment falls due (but not more than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require.

5.2.2 ENGINEER will, within seven (7) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to COUNTY, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case CONTRACTOR may make the necessary corrections and resubmit the Application. Within twenty-one (21) days after presentation of the Application for payment with ENGINEER's recommendation of payment, the amount recommended will become due and when due, will be paid by COUNTY to CONTRACTOR.

5.2.3. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or COUNTY may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction.

95% of Work completed and approved by the ENGINEER.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to COUNTY as provided in Section 00195.50 of the ODOT Specifications for Construction).

5.2.4. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or COUNTY may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction. The COUNTY reserves the right to withhold 5% of the total project payment until all work is completed and approved by the ENGINEER.

5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with Section 00195.90 of the ODOT Specifications for Construction, COUNTY shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Section 00195.90.

5.3.1 The Final Application for payment shall be accompanied by at least the following: (a) CONTRACTOR's Affidavit of Release of Liens; (b) CONTRACTOR's Affidavit of Payment of Debts and Claims; and (c) Consent of Surety to Final Payment. Once all three documents (a, b, and c) have been delivered to the COUNTY for review and approval, the remaining 5% of the Project Construction Contract will be released to the CONTRACTOR.

5.4. Payments, Contributions and Liens:

5.4.1. Under the provisions of ORS 279C.505 the CONTRACTOR shall:

5.4.1.1. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

5.4.1.2. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

5.4.1.3. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

5.4.1.4. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.

5.4.2. If the contract is for a public improvement, the CONTRACTOR shall demonstrate that an employee drug testing program is in place.

5.4.3. Under the provisions of ORS 279C.515, if the CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a

subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the CONTRACTOR by reason of the contract. If a CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to make prompt payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (3) and(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the CONTRACTOR, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

5.4.4. If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ARTICLE 6: CONTRACTOR'S REPRESENTATIONS

In order to induce COUNTY to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 8) and the other related data identified in the Bidding Documents including "technical data."

6.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect cost, progress, performance and furnishing of the Work.

6.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site as provided in Section 00120.15 and 00120.25 of the ODOT Specifications for Construction. CONTRACTOR acknowledges that COUNTY and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and

carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR is aware of the general nature of work to be performed by COUNTY and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.8. CONTRACTOR shall be licensed by the State of Oregon Construction Contractors Board (CCB) or licensed by the State Landscaping Contractors Board (LCB) as required by ORS 671.530 as well as not limited to the same requirements of any and all subcontractors on this PROJECT. If the CONTRACTOR's CCB license is not current during any phase of construction, the COUNTY may consider the contract to be null and void immediately.

6.9. Prior to completion and final acceptance of work, the CONTRACTOR shall be held responsible for any injury or damage to the work or to any part thereof by action of the elements, or from any cause whatsoever, and the CONTRACTOR shall make good all injuries or damages to any portion of the work.

6.10. Except as otherwise provided in the Special Provisions of this contract, the ENGINEER shall make final inspection of work done by the CONTRACTOR within 10 days after written notification to the ENGINEER by the CONTRACTOR that the work is completed. If the work is not acceptable to the ENGINEER, the ENGINEER shall so advise the CONTRACTOR in writing as to the particular defects to be remedied before acceptance by the ENGINEER can be made.

ARTICLE 7: INDEMNITY – INSURANCE – BONDS

7.1 Indemnity. The CONTRACTOR agrees to indemnify, save harmless and defend the COUNTY, 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.

7.2 Insurance.

7.2.1. 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 COUNTY 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 COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The general aggregate shall apply separately to this project/location. The COUNTY, at its option, may require a complete copy of the above policy.

7.2.2. 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.

7.2.3. 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.

7.2.4. The CONTRACTOR agrees to furnish the COUNTY 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 COUNTY, 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 COUNTY, at its option, may require a complete copy of the above policy.

7.2.5. The certificate of insurance, other than the pollution liability insurance shall include the COUNTY 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 COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self insurance maintained by the COUNTY shall be excess and shall not contribute to it.

7.2.6. 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 COUNTY. 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 COUNTY for review and approval.

7.3 Bonds. The CONTRACTOR agrees to furnish to the COUNTY 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 COUNTY. 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.

7.3.1. 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 8: CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages 1 to 13, inclusive).
- 8.2. Exhibits (Reserved - Not used at this time).
- 8.3. Performance and Labor Material Payment Bonds, Public Works Bond consisting of 5 pages.
- 8.4. 2018 ODOT Specifications for Construction (cover, pages 1 to 144, inclusive).
- 8.5. Supplementary Conditions, including:
 - Special Conditions (pages 1 to 12, inclusive).
 - HUD Labor Standards, HUD-4010 (pages 1 to 5, inclusive).
 - HUD Section 3 Guidelines (pages 1 of 7, inclusive).
 - Federal Prevailing (Davis-Bacon) Wage Decision: OR180001, Dated April 27, 2018, Modification: No. 3 Type: Highway (pages 1 to 17 inclusive).
 - State of Oregon (BOLI) Wage Rates Decision: January 1, 2018 (pages 1 to 31 inclusive).
 - State of Oregon Wage Rates Amendment (BOLI): April 1, 2018 (page 2)
- 8.6. Specifications bearing the title "General Requirements, Section 1000 through Landscaping, Section 2900" (pages 1 to 40, of **Curran-Mcleod, Inc. Consulting Engineers**).
- 8.7. Drawings bearing the title "City of Estacada SE & NE Shafford Avenue Reconstruction (stamped by Hassan Ibrahim of **Curran-McLeod, Inc. Consulting Engineers**, pages C1 of 10 inclusive. 11 x 17).
- 8.8. Addenda Number: 1, Dated May 14, 2018, 20 Pages.
- 8.9. CONTRACTOR's Bid Proposal: (pages 1, 2, 3, 4, 5 and 6, inclusive).
- 8.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Section 00140.30 of the ODOT Specifications for Construction.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Section 00140.30 of the ODOT Specifications for Construction.

ARTICLE 9: 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 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 Section 00130 - Award and Execution of Contract of the ODOT Specifications for Construction will have the meanings indicated in the ODOT Specifications for Construction.

11.2 The COUNTY, through its AUTHORIZED REPRESENTATIVE or his designee shall at all times be allowed access to all parts of the operations and work locations of the CONTRACTOR, and shall be furnished such information and assistance by the CONTRACTOR, or the designated representative or representatives of the CONTRACTOR, as may be required to make a complete and detailed inspection.

11.3. 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.

11.4. COUNTY 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.

11.5. 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 COUNTY 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.

ARTICLE 12: TAX LAWS

12.1. The CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work as described in Attachment A under this Contract. CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty, in this Contract that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

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

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

12.2. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

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

ARTICLE 13: DEBT LIMITATION

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

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

[Signature Page to Follow]

This Agreement will be effective upon the date on which it is signed by the COUNTY.

CONTRACTOR

COUNTY

CivilWorks, NW, Inc.

Clackamas County, Oregon

Chair: Jim Bernard

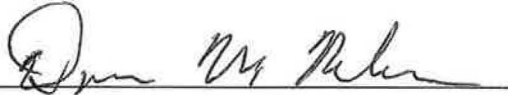
Commissioner: Sonya Fischer

Commissioner: Ken Humberston

Commissioner: Paul Savas

Commissioner: Martha Schrader

Signing on Behalf of the Board

By: 
Dwayne Nelson, President

By: _____
Richard Swift, Director
Health, Housing and Human Services
Department

6-19-19
Date Signed

Date Signed

04-3733499
Contractor's Federal Tax Identification No.
or Social Security No. (if individual)

154103
Oregon Commercial Contractor's Board No.

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Professional Services Agreement with Passport To Languages, Inc.,
for interpreter services to the Clackamas County Health Center patients

Purpose/Outcomes	Provide interpreter services to the Clackamas County Health Centers Division (CCHCD) clients utilizing various media to ensure access to an interpreter who specializes in the requested language.
Dollar Amount and Fiscal Impact	Contract maximum value is \$1,500,000. This agreement is funded through revenue generated from the fees for services provided at CCHCD.
Funding Source	No County General Funds are involved.
Duration	Effective July 1, 2018 and terminates on December 31, 2023
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Previous Board Action	No previous Board action
Contact Person	Deborah Cockrell, FQHC Director – 503-742-5495
Contract No.	8370

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services (H3S) Department requests the approval of the Professional Services Agreement with Passport To Languages, Inc., for interpreter services for CCHCD patients.

Passport To Languages, Inc., provides interpreter services to the OHP patients seen at CCHCD clinics. These services are available by telephone, in writing, in person or through video conferencing, depending on the patient need. This is a Sole Source solicitation due to the exclusive funding provided by CareOregon to Passport To Languages, Inc., that pays for OHP patient interpreter services while at CCHCD clinics. The Sole Source Notice was posted on the County website on June 19, 2018 for seven (7) days in compliance with LCRB C-047-0275 rule and no protests were received during the protest period. This agreement has a total contract value of \$1,500,000. This agreement allows for no disruption in current services.

This agreement is effective July 1, 2018 and continues through December 31, 2023. County Counsel approved this agreement on June 18, 2018.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", written over a horizontal line.

Richard Swift, Director
Health, Housing, and Human Services

PROFESSIONAL SERVICES CONTRACT DOCUMENTS

for

Interpreter Services

Passport To Language, Inc.

Contract #8895

BOARD OF COUNTY COMMISSIONERS

Commissioner Jim Bernard, Chair

Commissioner Sonya Fischer

Commissioner Ken Humberston

Commissioner Paul Savas

Commissioner Martha Schrader

Don Krupp
County Administrator

Amy Council
Contract Analyst

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT

Contract # 8895

This contract is between Clackamas County acting by and through its Health, Housing, and Human Services Department, hereinafter called "COUNTY", and PASSPORT TO LANGUAGES, INC., hereinafter called "CONTRACTOR".

I. SCOPE OF SERVICES

A. CONTRACTOR agrees to accomplish the following work under this contract:

1. Provide interpretation services for COUNTY consumers in accordance with the procedures as described in Exhibit 1 attached.
2. CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the CONTRACTOR acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CONTRACTOR and CONTRACTOR's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of client records or other client identifying information.
3. CONTRACTOR agrees to direct bill OHP clients.
 - a. Contractor will verify each client to confirm eligibility
 - b. Obtain OHP information at time of scheduling to identify the insurance type

B. Services required under the terms of this agreement shall commence July 01, 2018. This agreement shall terminate December 31, 2023.

II. COMPENSATION AND RECORDS

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

1. The rate for telephone interpreting in all languages and at all hours is \$.95 per minute. For all connected calls there is a 5 minute minimum charge per call. There are no minimum monthly usage requirements for this program.
2. On-site interpreting is \$29.50 per hour. One-hour minimum, billed in 15-minute segments, (rounded up to the nearest quarter hour after the first hour).
 - a. If an appointment is canceled less than 24 hours before the stated appointment time, or if the patient does not show for the stated appointment, the interpreter will be paid for the requested time (minimum of 1 hr). However, should there be a client in need of interpreter services that can be provided by the interpreter, and the appointment does not conflict with the interpreters' schedule, then the interpreter shall perform services at the same rates listed. In the event of a cancellation or no-show of the interpreter within 24 hours of the appointment the COUNTY will not be charged.
 - a) Public Health home visits: If an appointment is canceled less than 4 hours before the stated appointment time the interpreter will be paid for 2/3 the cost of the requested time. (minimum of 1 hr).

PASSPORT TO LANGUAGES, INC.

Professional Services Contract

#8895 Page 3 of 13

3. Written translations are \$45.00 per hour with a 1 hour minimum.
4. Sign Language is \$65.00 per hour. One-hour minimum, billed in 15-minute segments, (rounded up to the nearest quarter hour after the first hour/video available at same price).
5. Video Interpreting – VSEE application: available on-demand from 7:30am – 5:30 pm, Monday – Friday, for Spanish & Farsi. All other languages must be scheduled in advance. On-site interpreting is \$29.50 per hour. One-hour minimum, billed in 15 minute segments, (rounded up to the nearest quarter hour after the first hour).
7. All other languages must be scheduled 24 hours in advance:
 - o All other languages video- \$30.00 per HALF hour/ on site at Passport Studio.
 - o American Sign language video – \$70 per hour / on site at Passport Studio; One-hour minimum, billed in 15 minute segments, (rounded up to the nearest quarter hour after the first hour).

The total payment to CONTRACTOR shall not exceed **\$1,500,000.**

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

- B. Method of Payment: To receive payment, CONTRACTOR shall submit invoices and accompanying progress reports as follows:

1. CONTRACTOR shall submit invoices by the tenth day of the month following that in which service was performed. CONTRACTOR agrees that services performed that are more than 30 days old are not billable. The invoice shall list the contract #8895, dates of service, number of hours billed and the total amount due for all service provided during the month. Invoices shall be submitted to:

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

Or electronically to:

HealthCenterAP@clackamas.us

When submitting electronically, designate CONTRACTOR name and contract #8895 in the subject of the e-mail.

2. COUNTY shall pay CONTRACTOR directly for interpretation services within thirty (30) days of the Invoice date on CONTRACTOR's monthly Invoice.

If any sums remain unpaid by COUNTY for more than thirty (30) days from the date of CONTRACTOR's monthly Invoice, COUNTY shall be assessed one and one-quarter percent (1.25%) interest on such sum from the date due until paid. CONTRACTOR shall make all calculations required by this provision based upon the date the payment is received by CONTRACTOR from COUNTY.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should CONTRACTOR fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of

PASSPORT TO LANGUAGES, INC.

Professional Services Contract

#8895 Page 4 of 13

contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

- C. Record and Fiscal Control System: All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of five (5) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- D. Access to Records: The COUNTY, the State of Oregon, and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcripts.

If an audit discloses that payments to CONTRACTOR were in excess of the amount to which the CONTRACTOR was entitled, then CONTRACTOR shall repay the amount of the excess to COUNTY.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations: CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Contract. CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty, in this Contract that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:
 - i. Termination of this Contract, in whole or in part;
 - ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to COUNTY'S setoff right, without penalty; and
 - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of CONTRACTOR'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

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

- B. Special Federal Requirements: Common rule restricts lobbying. See Volume 55, No. 38 of Federal Register, February 1990.
- C. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of the COUNTY, State, or Federal Government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the CONTRACTOR.

- E. Tax Laws. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:
- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR'S property, operations, receipts, or income, or to CONTRACTOR'S performance of or compensation for any work performed by CONTRACTOR;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

IV. GENERAL CONDITIONS

- A. Indemnity: CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, its officers, commissioners and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of CONTRACTOR and CONTRACTOR's officers, agents and employees, in performance of this contract.
- B. Insurance: During the term of this contract, CONTRACTOR shall maintain in force at its own expense, each insurance noted below:

1. **Commercial General Liability**

Required by COUNTY Not required by COUNTY

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

2. **Commercial Automobile Liability**

Required by COUNTY Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

3. **Professional Liability**

Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000

PASSPORT TO LANGUAGES, INC.

Professional Services Contract

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general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

4. Additional Insured Provisions

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

5. Notice of Cancellation

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

6. Insurance Carrier Rating

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

7. Certificates of Insurance

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.

8. Independent Contractor Status

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

9. Primary Coverage Clarification

CONTRACTOR's coverage will be primary in the event of a loss.

10. Cross-Liability Clause

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

- C. Amendments: The terms of this contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY.

PASSPORT TO LANGUAGES, INC.

Professional Services Contract

#8895 Page 7 of 13

- D. Termination: This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.
1. COUNTY may terminate this contract effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:
 - a. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
 - c. If any license or certificate required by law or regulation to be held by the CONTRACTOR to provide the services required by this contract is for any reason denied, revoked, or not renewed.
 - d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this contract.
 - e. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
 2. COUNTY by written notice of default (including breach of contract) to CONTRACTOR may terminate the whole or any part of this agreement:
 - a. If CONTRACTOR fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - b. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.
 - c. If CONTRACTOR fails to provide services, outcomes, or reports as specified by COUNTY in this contract.
 - d. The rights and remedies of COUNTY provided in the above clause related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- E. Oregon Public Contracting Provisions and Constitutional Limitations: Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:
1. CONTRACTOR shall:
 - a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the prosecution of the work provided for in this contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this agreement.

PASSPORT TO LANGUAGES, INC.

Professional Services Contract

#8895 Page 8 of 13

- 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.
2. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with this contract 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 CONTRACTOR by reason of this agreement.
 3. Employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.
 4. CONTRACTOR shall promptly, as due, make payment to any person, partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for the services and all moneys and sums that CONTRACTOR collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
 5. CONTRACTOR, if it is an employer of one or more workers subject to workers compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
 6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. Future Support: COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this contract.
 - G. Ownership of Work Product: All work products of CONTRACTOR which result from this contract are the exclusive property of COUNTY.
 - H. Integration: This contract contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

This contract consists of four (4) sections.

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

PASSPORT TO LANGUAGES

By: Erik Lawson
Erik Lawson, Director, Business Development

Date _____
6443 SW Beaverton Hillsdale Hwy, Suite 420
Street Address
Portland, Oregon 97221
City/State/Zip
(800)297-2707 / (503)297-1703
Phone Number / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

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

Date

June 28, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Douglas Education Service District for Access to the Early Learning Reporting System and Training to Utilize the System

Purpose/Outcomes	Funding for training and access to the Early Learning Reporting System, which will be utilized to report Early Learning Hub program and fiscal data to the State Early Learning Hub
Dollar Amount and Fiscal Impact	\$7,150 No County General Funds are involved and no impact to the county
Funding Source	Oregon Department of Education Early Learning Division
Duration	Effective June 1, 2018 through June 30, 2019
Previous Board Action	N/A
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CYF-8899

BACKGROUND:

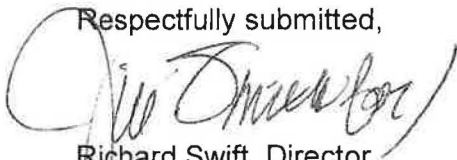
The Children, Youth and Families Division of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with Douglas Education Service District for access to the Early Learning Reporting System (ELRS) and training to use the system. Clackamas Early Learning Hub program data will be reported to the state in ELRS.

This Agreement has a maximum value of \$7,150 and no county general funds are involved. It has been reviewed by County Counsel and becomes effective upon signature by all parties for services starting June 1, 2018 and terminating June 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

June 28, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Local Recipient Grant Agreement with Northwest Family Services
for Children of Incarcerated Parents and Parenting Inside Out Services

Purpose/Outcomes	Services include parenting education and coaching to improve parenting skills for 60-80 participants, and support services and mentoring for children whose parents are justice system involved. An additional 10-15 parents will be served in Community Corrections Substance Abuse Program (CSAP)
Dollar Amount and Fiscal Impact	\$210,000 No County Staff are funded through this Agreement
Funding Source	County General Funds (\$210,000)
Duration	Effective July 1, 2018 and terminates on June 30, 2019
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney Cook, Director 503-650-5678
Contract No.	8819

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of a Local Grant Agreement with Northwest Family Services for Children of Incarcerated Parents Parenting Inside Out (CIP-PIO) parenting classes and youth mentoring and support. Services to be provided under this contract include: evidence-based parenting educational curriculum and coaching and youth mentoring and support services.

Funding for this Agreement is County General Funds. It has been reviewed and approved by County Counsel. It is effective upon signature for services starting July 1, 2018 and terminating June 30, 2019. It has a maximum value of \$210,000.

RECOMMENDATION:

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

Respectfully submitted,

 Richard Swift, Director
 Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON LOCAL RECIPIENT GRANT AGREEMENT CYF-8819 Program Name: <i>Children of Incarcerated Parents/Parenting Inside Out</i> Program/Project Number: CYF-8819	
This Agreement is between <u>Clackamas County, Oregon</u> , acting by and through its Children, Youth & Families Division (COUNTY) and <u>Northwest Family Services</u> (RECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Michael Morasko Clackamas County Finance 2051 Kaen Rd. Oregon City, OR 97045 503-742-5435 mmorasko@clackamas.us	Program Manager: Sarah Van Dyke Clackamas County Children, Youth & Families Division 150 Beaver Creek Rd. Oregon City, OR 97045 503-650-5685 svandyke@clackamas.us
RECIPIENT Data	
Finance/Fiscal Representative: Rose Fuller Northwest Family Services 6200 SE King Rd. Portland, OR 97222 503-546-6377 rfuller@nwfs.org FEIN: 93-0841022	Program Representative: Rose Fuller Northwest Family Services 6200 SE King Rd. Portland, OR 97222 503-546-6377 rfuller@nwfs.org

RECITALS

1. Northwest Family Services (RECIPIENT) is a not-for-profit organization whose mission is to equip people with vital skills in support of child well-being and family stability.
2. Clackamas County (COUNTY) desires to work with Northwest Family Services as part of a comprehensive, multi-agency approach to address the needs of very high-risk families and build strong parenting skills, prevent child abuse/neglect, and improve family stability through a variety of support activities and referral services, including:

Mentoring and support services to children whose parents are or have been involved in the criminal justice system: A minimum of 28 children and youth will receive one-on-one support, connection to needed resources, and other targeted services. Youth will be referred to the program by schools, PreventNet site staff, homeless liaisons, federal, state, and local agencies, and other community partners.

Evidence-based parenting classes using the Parenting Inside Out curriculum to increase parenting skills to improve outcomes for both the parents and their children. Class participants will be connected to supportive community resources and services. Six Parenting Inside Out class series (12 sessions each) will be conducted with 60-80 parents and 75 children.

An additional 10-15 parents in the Corrections Substance Abuse Program (CSAP) will participate in family events involving a curriculum around the common core standards. These families will receive one-on-one coaching as part of reunification of parents with their children.
3. County General Fund dollars will be used to finance this Local Recipient Grant Agreement.
4. This Agreement of financial assistance sets forth the terms and conditions pursuant to which RECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than July 1, 2018 and not later than June 30, 2019, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures made after the expiration date of this Agreement.
2. **Program.** The Program requirements are described in Exhibit A-1: Scope of Work and Exhibit A-2: Work Plan Quarterly Report. RECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.
4. **Grant Funds.** The COUNTY's funding for this Agreement is County General Fund. The maximum, not to exceed, grant amount that the COUNTY will pay is \$210,000. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibits B and D-1.

Failure to comply with the terms of this Agreement may result in withholding of payment and termination of the Agreement.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. RECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before RECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
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.
8. **Debt 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 law are deemed inoperative to that extent.
9. **Administrative Requirements.** RECIPIENT agrees to its status as a RECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** RECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
- c) **Budget.** RECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: RECIPIENT Program Budget. RECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
- d) **Allowable Uses of Funds.** RECIPIENT shall use funds only for those purposes authorized in this Agreement.
- e) **Period of Availability.** RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the forms and instructions outlined in Exhibit D-1: Request for Reimbursement. RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance Reporting.** RECIPIENT must submit Performance Reports on a quarterly basis according to the schedule specified in Exhibit C: Performance Reporting Schedule. Quarterly Reports include Exhibits A-2: Work Plan Quarterly Report, A-3: Demographic Report, and A-4: Client Feedback Survey and Report. All reports must be submitted on templates provided, must reference this Agreement number, and be signed and dated by an authorized official of RECIPIENT.
- i) **Audit.** RECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** RECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. The COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of RECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2019), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** RECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and RECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold RECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a) **State Statutes.** RECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- b) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, RECIPIENT shall in writing request COUNTY resolve the conflict. RECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

11. General Agreement Provisions.

- a) **Indemnification.** RECIPIENT agrees to indemnify and hold COUNTY, its elected officials, officers, employees and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including expert fees) arising from or related to RECIPIENT's negligent or willful acts or those of its employees, agents or those under RECIPIENT's control. RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this Agreement, RECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** RECIPIENT shall obtain, at RECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, RECIPIENT shall obtain at RECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, RECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this Agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its elected officials, agents, officers, and employees" as an additional insured, but only with respect to RECIPIENT's activities under this Agreement.
 - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 7) **Insurance Carrier Rating.** Coverage provided by RECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, RECIPIENT shall furnish a Certificate of Insurance to COUNTY. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 9) **Primary Coverage Clarification.** RECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - 11) **Waiver of Subrogation.** RECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** RECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
 - d) **Independent Status.** RECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. RECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. RECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and RECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and RECIPIENT and supersedes all prior written or oral discussions or Agreements.

(Signature Page Attached)

SIGNATURE PAGE TO RECIPIENT AGREEMENT
(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

RECIPIENT
Northwest Family Services
6200 SE King Rd.
Portland, OR 97222

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

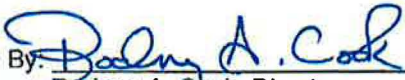
By: 
Rose Fuller, Executive Director

Signing on behalf of the Board:

By: _____
Richard Swift, Director
Health, Housing & Human Services

Dated: 6/19/18

Dated: _____

By: 
Rodney A. Cook, Director
Children, Youth & Families Division

Dated: 6/19/18

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Demographic Report
- Exhibit A-4: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

EXHIBIT A-1: SCOPE OF WORK

Program Description

Youth

- A minimum of 28 unduplicated core youth are referred by school, PreventNet, Homeless liaisons and other community partners will be met with weekly. (A minimum of 10 times per quarter).
- A minimum of 4 support groups will be established with a minimum of 5 elementary to middle school youth who participate in school-based support services.
- A minimum of 20 core youth will be matched with a mentor to provide individual support services.
- A minimum of 28 core youth will participate in a minimum of 3 field trips over the course of the year.

Adults

- Conduct a minimum of 6 series of 12 classes at accessible times and locations with a minimum 60 to 80 unduplicated parents and 75 unduplicated youth.
- Participating families will be linked to supportive community resources as identified.
- CSAP support will include implementation of a curriculum that matches the common core standards. Four times a year, NWFS staff will work with 10-15 parents at CSAP hosting a family group event. 10 – 15 CSAP parents will be served over the course of the year during these four events.
- Provide one-on-one coaching for 10-12 families referred by CSAP (2-3 families per quarter) as part of the reunification between parents and children.

Outcomes

Youth

- 100% of referred youth will be contacted within one week of initial referral.
- 95% of referred youth will have individualized case plans within 3 weeks of obtaining custodial adult consent.
- 95% of youth will have documented adverse childhood experiences.
- 85% of the core youth will demonstrate positive change in pro-social skills and targeted behaviors

Adults

- 80% of parents will report gaining skills necessary to improve parenting
- 95% of families will be linked to supportive community resources.
- 90% of the participants will indicate satisfaction on a client participation survey
- 85% of parents will experience an increase in at least one of the five domains of the Nurturing Parenting Scale.

Funder Recognition

Marketing, educational, promotional, and outreach materials and flyers describing services, workshops, and other activities funded through this Agreement must acknowledge Clackamas County Children, Youth & Families Division and include its logo. Media communications should also acknowledge CYF.

Marketing materials produced using these grant funds must be submitted with quarterly reports.

June 28, 2018

Board of Commissioners
 Clackamas County

Members of the Board:

Approval of a Professional, Technical, and Consultant Services Agreement Amendment #4 with Lines for Life for Crisis Intervention and Triage Call Coverage

Purpose/Outcomes	Provides behavioral health crisis line intervention and triage call coverage services after hours and during holidays and weekends.
Dollar Amount and Fiscal Impact	Contract maximum is being increased by \$37,000 to extend the agreement by six (6) months, bringing the maximum to \$183,000.
Funding Source	No County General Funds are involved. State of Oregon OHP funds
Duration	Effective July 1 through December 31, 2018
Previous Board Action	N/A
Strategic Plan Alignment	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	#7690-04

BACKGROUND:

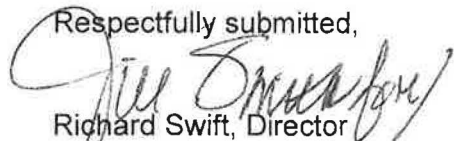
Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing & Human Services Department requests the approval of Amendment #4 to a Professional, Technical, and Consultant Services Agreement with Lines for Life to provide behavioral health crisis line intervention and triage call coverage services after hours, holidays, and weekends for our walk in crisis services clinic.

Amendment #4 adds \$37,000 to the agreement value for a revised maximum value of \$183,000 and extends the Agreement for an additional six months. The amendment, effective July 1, 2018 and terminating December 31, 2018, was reviewed and approved by County Counsel June 12, 2018.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
 Health, Housing & Human Services Department

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

H3S Contract Number 7690 Board Agenda Number N/A
and Date _____

Division Behavioral Health Division Amendment No. 4

Contractor Lines for Life – Crisis Line

Amendment Requested By Mary Rumbaugh, Director

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

This Agreement provides behavioral health crisis line intervention and triage call coverage services after hours, holidays, and weekends as mutually agreed upon by both parties.

This amendment adds an additional **\$37,000.00** to the Agreement and extends the Agreement six (6) months to maintain delivery of critical services.

Maximum compensation for this Agreement will not exceed **\$183,000.00**. This amendment is effective **July 1, 2018 through December 31, 2018**.

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

AMEND: 2.0 Term

Services provided under the terms of this agreement shall commence July 1, 2016 and shall terminate **June 30, 2018** unless terminated earlier by one or both parties as provided for in paragraph 6.0. This agreement may be renewed annually and amended by mutual consent of both parties.

TO READ:

Services provided under the terms of this agreement shall commence July 1, 2016 and shall terminate **December 31, 2018** unless terminated earlier by one or both parties as provided for in paragraph 6.0. This agreement may be renewed annually and amended by mutual consent of both parties.

AMEND: 3.0 Compensation and Fiscal Records

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

3.1.1 A base rate of **\$4,885.00** per month for up to **300** individual calls.

3.1.2 Calls in excess of **300** per month will be billed at **\$18.28** per call.

Total payment to CONTRACTOR shall not exceed **\$146,000**.

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

TO READ:

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

3.1.1 A base rate of **\$4,885.00** per month for up to **300** individual calls.

3.1.2 Calls in excess of **300** per month will be billed at **\$18.28** per call.

Total payment to CONTRACTOR shall not exceed **\$183,000.00**.

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

[Signature page follows]

SIGNATURE PAGE

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

LINES FOR LIFE

David E. Westbrook 6/11/18
Authorized Signature Date

David E. Westbrook COO
Name / Title (Printed)

126379-14
Oregon Business Registry #

Domestic Nonprofit Corporation / Oregon
Entity Type / State of Formation

**COUNTY OF CLACKAMAS
BOARD OF COMMISSIONERS**

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

Signing on behalf of the Board:

Richard Swift, Director Date
Health, Housing and Human Services

Approved as to form:

Kathleen Rastetter via email June 12, 2018
County Counsel Date

COPY

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agency Services Contract with
NARA Northwest for Culturally Specific Mental Health Services

Purpose/Outcomes	Provide culturally specific mental health services to Native American/Alaska Native children, adults and families.
Dollar Amount and Fiscal Impact	Contract maximum payment for two years is \$139,113.
Funding Source	No County General Funds are involved. Funding provided through State of Oregon, Oregon Health Plan (OHP).
Duration	Effective July 1, 2018 through June 30, 2020
Previous Board Action	No previous Board action.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	#8856

BACKGROUND:

The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department (H3S) request the approval of Agency Services Contract #8856 with NARA Northwest, to provide culturally specific mental health services to Native American/Alaska Native children, adults, and families. Services may include evaluation, consultation, assessment, interpreter services, care coordination, case management, crisis intervention, skills training, and individual, family and group therapy. Services will be provided whenever possible by clinicians who have a thorough understanding and respect for cultural considerations.

This Contract, reviewed and approved by County Counsel on June 4, 2018, is effective July 1, 2018 and terminates on June 30, 2020 with a maximum value of \$139,113.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services Department

Healthy Families. Strong Communities.

**AGENCY SERVICES CONTRACT
CONTRACT #8856**

This Agency Services Contract, herein called "Contract," is between the County of Clackamas acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "County," and NARA Northwest, hereinafter called "Contractor."

CONTRACT

1.0 Engagement

County hereby engages Contractor to provide **culturally specific mental health services** as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein. This Contract sets forth the terms under which Contractor will contract with County to provide culturally specific services to clients.

2.0 Term

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

3.0 Compensation and Fiscal Records

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

Total payment to Contractor shall not exceed **\$139,113.00**.

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

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

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

3.4 Financial Records. Contractor and its subcontractors shall maintain complete and legible financial records pertaining in whole or in part to this Contract. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines. Financial records and supporting documents shall be retained for at least **six (6) years** or such period as may be required by applicable law, following final payment made under this Contract or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, Contractor shall repay the amount of the excess to County.

3.5 Access to Records and Facilities. County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Contract, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, Contractor shall

permit authorized representatives of County and State of Oregon to perform site reviews of all services delivered by Contractor hereunder.

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

3.5.2 County may conduct a fiscal compliance review of Contractor as part of compliance monitoring of this Contract. Contractor agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of Contractor which are pertinent to this Contract to ensure appropriate expenditure of funds under this Contract. County shall monitor compliance with Contractor's financial reporting and accounting requirements.

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

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

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations and Special Federal Requirements. Contractor shall comply with all Federal, State, local laws, rules, and regulations applicable to the work to be performed under this Contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations incorporated herein by this reference. Contractor shall comply with Oregon Administrative Rule (OAR) 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127-649, Patient Self-Determination Act.

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

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

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

4.2 Precedence. Where there is a requirement listed both in the main boilerplate of this Contract and in an exhibit, the exhibit shall take precedence.

4.3 Subcontracts. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract without obtaining prior written approval from County.

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

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

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

5.0 General Conditions

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

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

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

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

5.3 Governing Law; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim, action,

or suit between County and Contractor that arises out of or relates to performance under this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor by execution of this Contract consents to the in personal jurisdiction of said courts.

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

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

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

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

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

5.9 Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this Contract:

5.9.1 Contractor shall:

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

5.9.2 If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing 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 to Contractor by reason of this Contract.

5.9.3 No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay:

- i. for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday;

- ii. for all overtime in excess of ten (10) hours in any one day or forty (40) hours in any one week when the work week is four consecutive days, Monday through Friday; and
- iii. for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

5.9.4 Contractor shall pay employees at least time and a half for all overtime work performed under this Contract in excess of forty (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.

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

5.9.6 Workers' Compensation. Contractor, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Contractor shall maintain employer's liability insurance with limits of **\$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.**

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

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

5.12 Successors in Interest. The provisions of this Contract shall not be binding upon or inure to the benefit of Contractor's successors in interest without County's explicit written consent.

6.0 Termination

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

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

6.2.1 Terms of the **Health Share Risk Accepting Entity Contract** are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding authorized by this Contract.

6.2.2 The termination, suspension or expiration of the **Health Share Risk Accepting Entity 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. The Contract may be modified to accommodate a reduction in funds.

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

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of Contractor, or the lapse relinquishment, suspension, expiration, cancellation or termination of Contractor’s insurance as required in this Contract.

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

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

6.2.8 Debarment and Suspension. County shall not permit any person or entity to be a Contractor if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders No. 12,549 and No. 12,689, “Debarment and Suspension”. (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. County shall require all Contractors with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

6.3 Notice of Default. County may also issue a written notice of default (including breach of Contract) to Contractor and terminate the whole or any part of this Contract if Contractor substantially fails to perform the specific provisions of this Contract. The rights and remedies of County related to default (including breach of Contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

6.4 Transition. Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

7.0 Notices

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

If to Contractor:
NARA Northwest
1776 SW Madison
Portland, OR 97205

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

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

- Exhibit A – Definitions
- Exhibit B – Scope of Work
- Exhibit C – Compensation
- Exhibit D – Insurance
- Exhibit E – CMHP Required Provider Contract Provisions
- Exhibit F – OHP Required Federal Terms & Conditions
- Exhibit G – CMHP Service Element
- Exhibit H – Business Associate Agreement (BAA)

- Exhibit I – Qualified Service Organization Business Associate Agreement (QSOBAA)
- Exhibit J – Certification Statement for Independent Contractor
- Exhibit K – Performance Standards
- Exhibit L – Statement of General Conditions

(Signature page follows)

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with
South Metro Area Regional Transit (SMART), a Department of the City of Wilsonville for
Transportation Services to Residents Living in Villebois Community Housing Site

Purpose/Outcomes	Provides on-demand transportation services to residents living in Villebois Community Housing site.
Dollar Amount and Fiscal Impact	Maximum agreement value is \$142,140.
Funding Source	No County General Funds are involved. Oregon Health Authority: 2017-2019 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services Agreement #153117.
Duration	Effective July 1, 2018 and terminates June 30, 2020
Previous Board Action	This is a renewal of Agreement #8232. Previous agreement was reviewed and approved by the Board of County Commissioners on August 24, 2017, Agenda Item 082417-A5.
Strategic Plan Alignment	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	#8846

BACKGROUND:

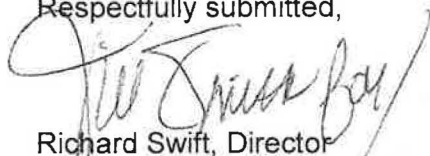
The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with South Metro Area Regional Transit (SMART), a Department of the City of Wilsonville, to provide on-demand transportation services to residents living in Villebois Community Housing site located in Wilsonville, Oregon.

The contract is effective July 1, 2018 and terminates June 30, 2020. Maximum compensation is \$142,140. County Counsel reviewed and approved this contract on May 31, 2018.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services Department

Healthy Families. Strong Communities.

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

Clackamas.us/h3s

INTERGOVERNMENTAL AGREEMENT

BETWEEN

**THE COUNTY OF CLACKAMAS, OREGON
HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT
BEHAVIORAL HEALTH DIVISION**

AND

**SOUTH METRO AREA REGIONAL TRANSIT (SMART),
A DEPARTMENT OF THE CITY OF WILSONVILLE**

AGREEMENT # 8846

I. PURPOSE

This Agreement is entered into between Clackamas County, by and through its Department of Health, Housing and Human Services, Behavioral Health Division (County), and South Metro Area Regional Transit (SMART), a department of the City of Wilsonville (Contractor) for the cooperation of units of local government under the authority of ORS 190.010.

This Agreement provides the basis for **providing transportation services to residents living in Villebois Community Housing.**

II. SCOPE OF WORK AND COOPERATION

Contractor agrees to provide transportation services more fully described in **Exhibit B**, Scope of Work.

III. COMPENSATION

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

Total payment to Contractor shall not exceed **\$142,140.00**.

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

IV. LIAISON RESPONSIBILITY

Dwight Brashear, Transit Director, will act as liaison from Contractor for this project.

Nancy Benner, Program Supervisor, will act as liaison from County.

V. SPECIAL REQUIREMENTS

- A. County and Contractor agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including Oregon Public Contract laws and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement

with the Oregon Department of Human Services, formerly known as Addictions and Mental Health Division (AMH).

- B. Within the limits of the Oregon Tort Claims Act, Contractor agrees to protect and save County, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against County's employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of County, and/or its agents, employees, subcontractors, or representatives under this Agreement.

Within the limits of the Oregon Tort Claims Act, County agrees to protect and save Contractor, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against Contractor's employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor, and/or its appointed officials, agents, employees, subcontractors, or representatives under this Agreement.

- C. Access to Records. Each party to this Agreement, as well as the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the other party to this Agreement which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- D. 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 therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VI. AMENDMENT

This Agreement may be amended at any time with the concurrence of both parties. Any changes in the proposed budget or scope of work will be negotiated between the designated liaisons.

Amendments become a part of this Agreement only after the written amendment has been signed by both parties.

VII. TERM OF AGREEMENT

This Agreement becomes effective **July 1, 2018 and terminates June 30, 2020.**

This Agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

VIII. TERMINATION

In addition to the termination provisions in **Section VII** above, this Agreement may be terminated or suspended by either party upon the material non-compliance by the other party with any of its obligations under this Agreement. This Agreement may also be terminated at the discretion of either party upon 30 days' written notice to the other party.

SOUTH METRO AREA REGIONAL TRANSIT (SMART), CITY OF WILSONVILLE –
Intergovernmental Agreement (CHMP) #8846
Page 3 of 23

This Agreement consists of eight (8) sections plus the following exhibits that by this reference are incorporated herein:

- Exhibit A: Definitions
- Exhibit B: Scope of Work
- Exhibit C: Compensation
- Exhibit D: CMHP Required Provider Contract Provisions
- Exhibit E: CMHP Required Federal Terms and Conditions
- Exhibit F: CMHP Service Element 20

(Signature page follows)

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agency Services Contract with
Asian Health & Service Center for Culturally Specific Mental Health Services

Purpose/Outcomes	Provide culturally specific mental health and outreach services to Asian residents of Clackamas County.
Dollar Amount and Fiscal Impact	Contract maximum payment for two years is \$199,537.
Funding Source	No County General Funds are involved. Funding provided through State of Oregon, Oregon Health Plan (OHP).
Duration	Effective July 1, 2018 through June 30, 2020
Previous Board Action	No previous Board action.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	#8854

BACKGROUND:

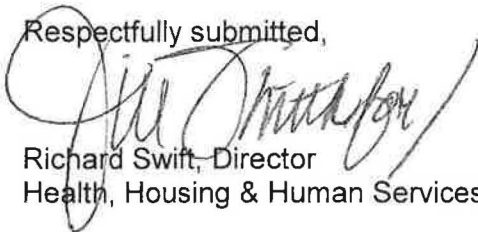
The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department (H3S) request the approval of Agency Services Contract #8854 with Asian Health & Service Center, to provide culturally specific mental health and outreach services to Asian residents of Clackamas County. Services may include evaluation, consultation, assessment, interpreter services, care coordination, case management, crisis intervention, skills training, and individual, family and group therapy. Services will be provided whenever possible by clinicians who have a thorough understanding and respect for cultural considerations.

This Contract, reviewed and approved by County Counsel on June 4, 2018, is effective July 1, 2018 and terminates on June 30, 2020 with a maximum payment of \$199,537.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services Department

Healthy Families. Strong Communities.

AGENCY SERVICES CONTRACT CONTRACT #8854

This Agency Services Contract, herein called "Contract," is between the County of Clackamas acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "County," and **Asian Health & Service Center**, hereinafter called "Contractor."

CONTRACT

1.0 Engagement

County hereby engages Contractor to provide **culturally specific mental health and outreach service** as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein. This Contract sets forth the terms under which Contractor will contract with County to provide culturally specific services to clients.

2.0 Term

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

3.0 Compensation and Fiscal Records

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

Total payment to Contractor shall not exceed **\$199,537.00**.

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

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

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

3.4 Financial Records. Contractor and its subcontractors shall maintain complete and legible financial records pertaining in whole or in part to this Contract. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines. Financial records and supporting documents shall be retained for at least **six (6) years** or such period as may be required by applicable law, following final payment made under this Contract or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, Contractor shall repay the amount of the excess to County.

3.5 Access to Records and Facilities. County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Contract, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, Contractor shall

permit authorized representatives of County and State of Oregon to perform site reviews of all services delivered by Contractor hereunder.

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

3.5.2 County may conduct a fiscal compliance review of Contractor as part of compliance monitoring of this Contract. Contractor agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of Contractor which are pertinent to this Contract to ensure appropriate expenditure of funds under this Contract. County shall monitor compliance with Contractor's financial reporting and accounting requirements.

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

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

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations and Special Federal Requirements. Contractor shall comply with all Federal, State, local laws, rules, and regulations applicable to the work to be performed under this Contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations incorporated herein by this reference. Contractor shall comply with Oregon Administrative Rule (OAR) 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127-649, Patient Self-Determination Act.

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

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

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

4.2 Precedence. Where there is a requirement listed both in the main boilerplate of this Contract and in an exhibit, the exhibit shall take precedence.

4.3 Subcontracts. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract without obtaining prior written approval from County.

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

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

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

5.0 General Conditions

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

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

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

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

5.3 Governing Law; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim, action,

or suit between County and Contractor that arises out of or relates to performance under this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor by execution of this Contract consents to the in personal jurisdiction of said courts.

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

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

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

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

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

5.9 Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this Contract:

5.9.1 Contractor shall:

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

5.9.2 If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing 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 to Contractor by reason of this Contract.

5.9.3 No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay:

- i. for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday;

- ii. for all overtime in excess of ten (10) hours in any one day or forty (40) hours in any one week when the work week is four consecutive days, Monday through Friday; and
- iii. for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

5.9.4 Contractor shall pay employees at least time and a half for all overtime work performed under this Contract in excess of forty (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.

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

5.9.6 Workers' Compensation. Contractor, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Contractor shall maintain employer's liability insurance with limits of **\$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.**

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

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

5.12 Successors in Interest. The provisions of this Contract shall not be binding upon or inure to the benefit of Contractor's successors in interest without County's explicit written consent.

6.0 Termination

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

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

6.2.1 Terms of the **Health Share Risk Accepting Entity Contract** are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding authorized by this Contract.

6.2.2 The termination, suspension or expiration of the **Health Share Risk Accepting Entity 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. The Contract may be modified to accommodate a reduction in funds.

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

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of Contractor, or the lapse relinquishment, suspension, expiration, cancellation or termination of Contractor’s insurance as required in this Contract.

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

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

6.2.8 Debarment and Suspension. County shall not permit any person or entity to be a Contractor if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders No. 12,549 and No. 12,689, “Debarment and Suspension”. (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. County shall require all Contractors with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

6.3 Notice of Default. County may also issue a written notice of default (including breach of Contract) to Contractor and terminate the whole or any part of this Contract if Contractor substantially fails to perform the specific provisions of this Contract. The rights and remedies of County related to default (including breach of Contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

6.4 Transition. Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

7.0 Notices

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

If to Contractor:
Asian Health & Service Center
3430 SE Powell Boulevard
Portland, OR 97202

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

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

- Exhibit A – Definitions
- Exhibit B – Scope of Work
- Exhibit C – Compensation
- Exhibit D – Insurance
- Exhibit E – CMHP Required Provider Contract Provisions
- Exhibit F – OHP Required Federal Terms & Conditions
- Exhibit G – CMHP Service Element
- Exhibit H – Business Associate Agreement (BAA)

- Exhibit I – Qualified Service Organization Business Associate Agreement (QSOBAA)
- Exhibit J – Certification Statement for Independent Contractor
- Exhibit K – Performance Standards
- Exhibit L – Statement of General Conditions

(Signature page follows)

SIGNATURE PAGE

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

ASIAN HEALTH & SERVICE CENTER

COUNTY OF CLACKAMAS

Authorized Signature

Date

Richard Swift
Health, Housing, and Human Services

Date

Name / Title (Printed)

Approved as to Form:

481058-86
Oregon Business Registry #

Kathleen Rastetter via email
County Counsel

June 4, 2018

Date

Domestic Nonprofit Corporation / Oregon
Entity Type / State of Formation

COPY

June 28, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Agency Services Contract with
 Lutheran Community Services Northwest for Culturally Specific Mental Health Services

Purpose/Outcomes	Provide culturally specific mental health and outreach services to the Russian immigrant population of Clackamas County.
Dollar Amount and Fiscal Impact	Contract maximum payment for two years is \$133,447.
Funding Source	No County General Funds are involved. Funding provided through State of Oregon, Oregon Health Plan (OHP).
Duration	Effective July 1, 2018 through June 30, 2020
Previous Board Action	No previous Board action.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	#8855

BACKGROUND:

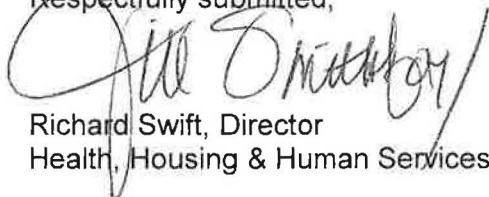
The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department (H3S) request the approval of Agency Services Contract #8855 with Lutheran Community Services Northwest, to provide culturally specific mental health and outreach services to the Russian immigrant population of Clackamas County. Services may include evaluation, consultation, assessment, interpreter services, care coordination, case management, crisis intervention, skills training, and individual, family and group therapy. Services will be provided whenever possible by clinicians who have a thorough understanding and respect for cultural considerations.

This Contract, reviewed and approved by County Counsel on June 4, 2018, is effective July 1, 2018 and terminates on June 30, 2020 with a maximum payment of \$133,447.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
 Health, Housing & Human Services Department

Healthy Families. Strong Communities.

**AGENCY SERVICES CONTRACT
CONTRACT #8855**

This Agency Services Contract, herein called "Contract," is between the County of Clackamas acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "County," and **Lutheran Community Services Northwest**, hereinafter called "Contractor."

CONTRACT

1.0 Engagement

County hereby engages Contractor to provide **culturally specific mental health services** as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein. This Contract sets forth the terms under which Contractor will contract with County to provide culturally specific services to clients.

2.0 Term

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

3.0 Compensation and Fiscal Records

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

Total payment to Contractor shall not exceed **\$133,447.00**.

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

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

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

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permit authorized representatives of County and State of Oregon to perform site reviews of all services delivered by Contractor hereunder.

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4.0 Manner of Performance

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

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

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

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

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5.3 Governing Law; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim, action,

or suit between County and Contractor that arises out of or relates to performance under this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor by execution of this Contract consents to the in personal jurisdiction of said courts.

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5.9.1 Contractor shall:

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

5.9.2 If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing 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 to Contractor by reason of this Contract.

5.9.3 No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay:

- i. for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday;

- ii. for all overtime in excess of ten (10) hours in any one day or forty (40) hours in any one week when the work week is four consecutive days, Monday through Friday; and
- iii. for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

5.9.4 Contractor shall pay employees at least time and a half for all overtime work performed under this Contract in excess of forty (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.

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

5.9.6 Workers' Compensation. Contractor, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Contractor shall maintain employer's liability insurance with limits of **\$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.**

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

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

5.12 Successors in Interest. The provisions of this Contract shall not be binding upon or inure to the benefit of Contractor's successors in interest without County's explicit written consent.

6.0 Termination

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

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

6.2.1 Terms of the **Health Share Risk Accepting Entity Contract** are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding authorized by this Contract.

6.2.2 The termination, suspension or expiration of the **Health Share Risk Accepting Entity 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. The Contract may be modified to accommodate a reduction in funds.

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

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of Contractor, or the lapse relinquishment, suspension, expiration, cancellation or termination of Contractor’s insurance as required in this Contract.

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

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

6.2.8 Debarment and Suspension. County shall not permit any person or entity to be a Contractor if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders No. 12,549 and No. 12,689, “Debarment and Suspension”. (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. County shall require all Contractors with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

6.3 Notice of Default. County may also issue a written notice of default (including breach of Contract) to Contractor and terminate the whole or any part of this Contract if Contractor substantially fails to perform the specific provisions of this Contract. The rights and remedies of County related to default (including breach of Contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

6.4 Transition. Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

7.0 Notices

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

If to Contractor:
Lutheran Community Services Northwest
4040 South 188th Street, Suite 300
SeaTac, WA 98188

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

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

- Exhibit A – Definitions
- Exhibit B – Scope of Work
- Exhibit C – Compensation
- Exhibit D – Insurance
- Exhibit E – CMHP Required Provider Contract Provisions
- Exhibit F – OHP Required Federal Terms & Conditions
- Exhibit G – CMHP Service Element
- Exhibit H – Business Associate Agreement (BAA)

- Exhibit I – Qualified Service Organization Business Associate Agreement (QSOBAA)
- Exhibit J – Certification Statement for Independent Contractor
- Exhibit K – Performance Standards
- Exhibit L – Statement of General Conditions

(Signature page follows)

COPY

June 28, 2018

Board of Commissioners
 Clackamas County

Members of the Board:

**Approval of a Professional, Technical & Consultant Services Contract with
Northwest Housing Alternatives, Inc. for Supported Housing Services**

Purpose/Outcomes	This contractor provides supported housing services.
Dollar Amount and Fiscal Impact	Contract maximum value is \$144,000.
Funding Source	No County General Funds are involved. State of Oregon Choice Model contract.
Duration	Effective July 1, 2018 and terminates June 30, 2020
Previous Board Action	This is a renewal of contract #8225. The previous contract was reviewed and approved by the Board of County Commissioners on September 14, 2017, Agenda Item 091417-A3.
Strategic Plan Alignment	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503.742.5305
Contract No.	#8838

BACKGROUND:

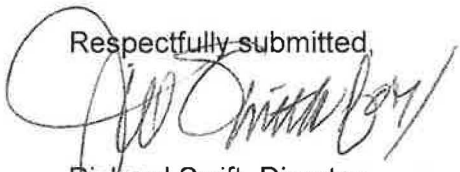
The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a Professional, Technical, and Consultant Services Contract #8838 with Northwest Housing Alternatives, Inc. for Supported Housing Services to residents of Clackamas County. Services provided to persons enrolled include assessment and housing location services, rental assistance, and housing stabilization services.

The contract is effective July 1, 2018 and continues through June 30, 2020 with a maximum payment not to exceed \$144,000. County Counsel reviewed and approved this contract on June 4, 2018.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
 Health, Housing and Human Services Department

**PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICES CONTRACT
CONTRACT #8838**

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

CONTRACT

1.0 Engagement

County hereby engages Contractor to provide **Support Housing services** as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein (the "Services").

2.0 Term

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

3.0 Compensation and Fiscal Records

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

Total payment to Contractor shall not exceed **\$144,000.00**.

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

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

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

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

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

3.4.2 County may conduct a fiscal compliance review of Contractor as part of compliance monitoring of this Contract. Contractor agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of Contractor which are pertinent to this Contract to ensure appropriate expenditure of

funds under this Contract. County shall monitor compliance with County's financial reporting and accounting requirements.

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

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

4.0 Manner of Performance

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

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

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

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

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

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

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

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

5.0 General Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0 Termination

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

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

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

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

7.0 Notices

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

If to Contractor:

Northwest Housing Alternative, Inc.
13819 SE McLoughlin Blvd
Milwaukie, OR 97222

If to County:

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

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

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

[Signature Page Follows]

June 28, 2018

Board of Commissioners,
Clackamas County

Members of the Board:

Approval of Amendment #3 to the Agency Services Contract with Compass Group USA, Inc. d.b.a. Bateman Community Living for Food Service for Five Clackamas County Older Americans Act Nutrition Program Meal Sites

Purpose/Outcomes	Agreement with Compass Group USA, Inc. d.b.a. Bateman Comm. Living to provide Food Service for five OAA funded meal sites in Clackamas County.
Dollar Amount and Fiscal Impact	The maximum value is increased by \$368,001 for a revised agreement maximum of \$731,861. Funded by Social Services Div. agreement with Oregon Dept. of Human Services, State Unit on Aging.
Funding Source	Federal Older American Act (OAA) - no County General Funds are involved.
Duration	Effective July 1, 2017 and terminates on June 30, 2019
Previous Board Action	070617-A7
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	8358-03

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval Amendment #3 to the Agency Service Contract with Compass Group USA, Inc., dba Bateman Community Living. This agreement provides funding for food services through Compass Group USA, Inc.; d.b.a. Bateman Community Living, to five Older Americans Act (OAA) funded senior nutrition program meal sites. The sites are located in Estacada, Gladstone, Oregon City, Molalla, and Sandy and provide meals for persons age 60 and over. These meals are served at the above Sites as either the noon meal served at the Senior Center or as Meals on Wheels® delivered by a volunteer. The goal of the program is to help residents meet their nutritional and social needs. This service helps them to remain independent and involved in the community as long as possible.

In December 2013 Social Services advertised for a contractor to provide Older American Act funded food services in Clackamas County during Fiscal Year 2014-15, with an option to renew for four additional years. Compass Group USA, Inc.; d.b.a. Bateman was the only responder so an agreement with them was negotiated. This is the final agreement under that RFP process.

Total amount of this Amendment is \$368,001 for up to 93,000 meals. This Amendment is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. The contract began July 1, 2017 and continues through June 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", written over a horizontal line.

Richard Swift, Director
Health, Housing & Human Services

PROFESSIONAL SERVICES AGREEMENT AMENDMENT
Health, Housing and Human Services

H3S Contract#: 8358 Board Agenda #: 070617-A7
Division: Social Services Amendment Number: 3
Contractor COMPASS GROUP USA, Inc., dba BATEMAN COMMUNITY LIVING
Amendment Requested By: Brenda Durbin, CCSS Director
Changes: (X) Budget Change (X) Term Date Change

Justification for Amendment:

This is a budget and term adjustment that adds funding and units of service for ongoing delivery of food services into FY18-19. This results in an increase to the contract budget of \$368,001

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/underlined***" font for easy reference.

This Amendment #3, when signed by COMPASS GROUP USA, Inc., dba BATEMAN COMMUNITY LIVING (AGENCY) and the Health Housing and Human Services Department/Social Services Division (COUNTY), herein referred to as SSD, on behalf of Clackamas County will become part of the Professional Services Agreement documents, superseding the original to the applicable extent indicated this Amendment complies with Local Contract Review Board Rules.

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

WHEREAS, the AGENCY and COUNTY desire to amend the Agreement pursuant to this Amendment; and

WHEREAS, the COUNTY and AGENCY desire to amend and restate the Agreement in its entirety as of July 1, 2018 and otherwise modify it as set forth herein;

NOW, THEREFORE, the COUNTY and AGENCY hereby agree that the Agreement is amended as follows:

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

Compass Group USA
Contract #8358-03

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

Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis, as described in Exhibit 3, "Budget and Units of Service," attached hereto. The maximum net compensation is \$363,860.

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

Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis, as described in Exhibit 3, "Budget and Units of Service," attached hereto. The maximum net compensation is \$368,001.

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I. AMEND:

**Exhibit 3
 Budget and Units of Service**

A. BUDGET

The County's payment to the Agency will be based on the funding amounts specified and provision of the units of service according to this Exhibit. The per meal rate will be adjusted on a quarterly, or annual, basis to reflect the projected fiscal year end total meals provided. The projection will be calculated by both the Agency and the County and agreed upon.

The per meal rate will be calculated based on the following numbers:

No. of Meals	Rate/Meal	Maximum III-C1 Funds	Maximum III-C2 Funds	Maximum NSIP	Maximum Dollars
84,001 to 87,000	\$ 4.075	\$115,307	\$167,335	\$71,883	\$354,526
87,001 to 90,000	\$ 3.951	\$115,654	\$167,838	\$72,099	\$355,591
90,001 to 93,000	\$ 3.827	\$115,758	\$167,990	\$72,164	\$355,912
93,001 to 96,000	\$ 3.703	\$115,620	\$167,790	\$72,078	\$355,489
96,001 to 99,000	\$ 3.579	\$115,241	\$167,239	\$71,842	\$354,322
99,001 to 102,000	\$ 3.460	\$114,785	\$166,578	\$71,557	\$352,921
102,001 to 105,000	\$ 3.334	\$113,858	\$165,233	\$70,980	\$350,070
105,001 to 108,000	\$ 3.257	\$114,407	\$166,028	\$71,321	\$351,757
108,001 to 111,000	\$ 3.212	\$115,960	\$168,283	\$72,290	\$356,533
111,001 to 114,000	\$ 3.166	\$117,389	\$170,356	\$73,180	\$360,925
114,001 to 117,000	\$ 3.122	\$118,803	\$172,409	\$74,062	\$365,275
117,001 to 120,000	\$ 3.076	\$120,054	\$174,224	\$74,842	\$369,121
121,700 (at the 120,001 + rate.)	\$ 3.030	\$116,095	\$168,478	\$72,374	\$356,947

AGENCY agrees to provide the required match as specified in this Exhibit below. Match is calculated using the following formula: (Total Service Expenditures to be charged to Federal funds/.85) - (Total Service Expenditures to be charged for Title IIIB, IIIC1, and IIIC2 services) X .67. Example: 100/.85=118; 118-100=18; 18 X .67=12; the required match is 12.

AGENCY has indicated that match will be Regional Director's time in contract coordination. No match is required for NSIP funds.

Compass Group USA
 Contract #8358-03

The total match amount required will vary based on the total III-C dollars paid out. See table below:

Maximum Meals for Rate	III-C Per Meal Rate	Total III-C Dollars	Match Required
87,000	\$3.249	\$282,643	\$33,418
90,000	\$3.150	\$283,492	\$33,519
93,000	\$3.051	\$283,748	\$33,549
96,000	\$2.952	\$283,410	\$33,509
99,000	\$2.853	\$282,480	\$33,399
102,000	\$2.758	\$281,363	\$33,267
105,000	\$2.658	\$279,091	\$32,998
108,000	\$2.597	\$280,435	\$33,157
111,000	\$2.561	\$284,243	\$33,608
114,000	\$2.524	\$287,744	\$34,022
117,000	\$2.489	\$291,212	\$34,432
120,000	\$2.452	\$294,278	\$34,794
121,700	\$2.338	\$284,573	\$33,647

The following is a breakdown of estimated annual meal deliveries for rate calculation for the first quarter of FY17/18:

MEAL SITE	No. MEALS	RATE	TOTAL
ESTACADA	14,500	\$3.827	\$55,492
GLADSTONE	9,000	\$3.827	\$34,443
MOLALLA	17,500	\$3.827	\$66,973
PIONEER	34,750	\$3.827	\$132,988
SANDY	15,750	\$3.827	\$60,275
Totals	91,500		\$350,171

TO READ:

**Exhibit 3
 Budget and Units of Service**

A. BUDGET

The County's payment to the Agency will be based on the funding amounts specified and provision of the units of service according to this Exhibit. The per meal rate will be adjusted on a quarterly, or annual, basis to reflect the projected fiscal year end total meals provided. The projection will be calculated by both the Agency and the County and agreed upon.

The per meal rate will be calculated based on the following numbers:

No. of Meals	Rate/Meal	Maximum III-C1 Funds	Maximum III-C2 Funds	Maximum NSIP	Maximum Dollars
84,001 to 87,000	\$ 4.214	\$111,939	\$184,079	\$70,600	\$366,618
87,001 to 90,000	\$ 4.085	\$112,254	\$184,597	\$70,798	\$367,650
90,001 to 93,000	\$ 3.957	\$112,362	\$184,773	\$70,866	\$368,001
93,001 to 96,000	\$ 3.829	\$112,234	\$184,564	\$70,786	\$367,584
96,001 to 99,000	\$ 3.701	\$111,872	\$183,969	\$70,558	\$366,399
99,001 to 102,000	\$ 3.578	\$111,432	\$183,245	\$70,280	\$364,956
102,001 to 105,000	\$ 3.447	\$110,509	\$181,728	\$69,698	\$361,935
105,001 to 108,000	\$ 3.368	\$111,062	\$182,636	\$70,046	\$363,744
108,001 to 111,000	\$ 3.321	\$112,554	\$185,090	\$70,987	\$368,631
111,001 to 114,000	\$ 3.274	\$113,960	\$187,402	\$71,874	\$373,236
114,001 to 117,000	\$ 3.228	\$115,316	\$189,631	\$72,729	\$377,676
117,001 to 120,000	\$ 3.181	\$116,550	\$191,662	\$73,508	\$381,720
121,700 (at the 120,001 + rate.)	\$ 3.133	\$116,418	\$191,444	\$73,424	\$381,286

AGENCY agrees to provide the required match as specified in this Exhibit below. Match is calculated using the following formula: (Total Service Expenditures to be charged to Federal

Compass Group USA
 Contract #8358-03

funds/.85) - (Total Service Expenditures to be charged for Title IIIB, IIIC1, and IIIC2 services) X .67. Example: 100/.85=118; 118-100=18; 18 X .67=12; the required match is 12.

AGENCY has indicated that match will be Regional Director's time in contract coordination. No match is required for NSIP funds.

The total match amount required will vary based on the total III-C dollars paid out. See table below:

Maximum Meals for Rate	III-C Per Meal Rate	Total III-C Dollars	Match Required
87,000	\$3.403	\$296,018	\$35,000
90,000	\$3.298	\$296,852	\$35,098
93,000	\$3.195	\$297,135	\$35,132
96,000	\$3.092	\$296,798	\$35,092
99,000	\$2.988	\$295,841	\$34,979
102,000	\$2.889	\$294,676	\$34,841
105,000	\$2.783	\$292,237	\$34,553
108,000	\$2.719	\$293,698	\$34,725
111,000	\$2.681	\$297,644	\$35,192
114,000	\$2.644	\$301,362	\$35,632
117,000	\$2.606	\$304,947	\$36,055
120,000	\$2.568	\$308,212	\$36,442
121,700	\$2.530	\$307,862	\$36,400

The following is a breakdown of estimated annual meal deliveries for rate calculation for the first quarter of FY18/19:

MEAL SITE	No. MEALS	RATE	TOTAL
ESTACADA	15,500	\$3.957	\$61,334
GLADSTONE	9,000	\$3.957	\$35,613
MOLALLA	17,500	\$3.957	\$69,248
PIONEER	35,250	\$3.957	\$139,484
SANDY	15,750	\$3.957	\$62,323
Totals	93,000		\$368,001

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #1 from the
U.S. Department of Housing and Urban Development (HUD),
Coordinated Housing Access System

Purpose/Outcomes	This is a grant from HUD for the purpose of providing financial support to Clackamas County's Coordinated Housing Access system.
Dollar Amount and Fiscal Impact	The renewal amendment adds \$31,928 revenue for a new contract total of \$63,856 and extends the agreement for one year.
Funding Source	HUD – The grant requires a 25% match or in-kind contribution which will be met with Community Development Block Grant (CDBG) - Housing Rights & Resources funds.
Duration	July 1, 2018 through June 30, 2019
Previous Board Action	The original agreement was approved by the board on April 27, 2017 (042717-A7).
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director, Social Services Division – (503) 655-8641
Contract No.	8271

BACKGROUND:

The Social Services Division of the Health, Housing & Human Services Department requests the approval of a grant from the U.S. Department of Housing and Urban Development to provide funding to support the Clackamas County Coordinated Housing Access system (CC-CHA). This system assesses eligibility for 16 different homeless housing programs in a centralized manner which is mandated by HUD.

The CC-CHA system has been operating since January 5, 2015. The CC-CHA system uses these funds to answer incoming calls live and ensure that homeless persons seeking housing are referred to the type, level and duration of housing and services that best fit their need. During 2017, 1,031 adults were assessed for services and 974 were eligible for at least one homeless program. There were 125 housing openings resulting in 111 placements and 14 pending placements as of December 31, 2017.

The value of this grant agreement renewal is \$31,928 for a new contract total of \$63,856. The agreement is effective July 1, 2018 through June 30, 2019. This agreement was approved by County Counsel on June 12, 2018.

Healthy Families. Strong Communities.


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

www.clackamas.us

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services Department

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0218L0E071702
Effective Date: 5/15/2018
DUNS No.: 096992656

EXHIBIT 1
SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 31928_ for project number __OR0218L0E071702___. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 0
h. Supportive services	\$ 29026
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 2902

l. Relocation Costs	\$ 0
m. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. The performance period for the project begins 07-01-2018 and ends 06-30-2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0218L0E071702
Effective Date: 5/15/2018
DUNS No.: 096992656

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0218L0E071702	Clackamas County	N/A	N/A

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Doug Carlson, Director

(Typed Name and Title)

May 15, 2018

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, H3S Director

(Typed Name and Title of Authorized Official)

(Date)

COPY

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #1 from the
U.S. Department of Housing and Urban Development (HUD), Continuum of Care Program
for the HOPE I Leasing Program, for the Purpose of Providing Permanent Housing

Purpose/Outcomes	This is a grant renewal from HUD to provide permanent housing and services for the homeless through the HOPE Leasing Program.
Dollar Amount and Fiscal Impact	The renewal amendment adds \$264,109 for a new contract total of \$500,678 in revenue and extends the agreement for one year.
Funding Source	HUD – The grant requires a 25% match of in-kind contribution which is met through state Emergency Housing Account (EHA) funds and Community Services Block Grant (CSBG) funds. No County General Funds are involved.
Duration	July 1, 2018 through June 30, 2019
Previous Board Action	The original agreement was approved by the board on April 27, 2017 (042717-A4).
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contract No.	8272

BACKGROUND:

Social Services Division of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development's Continuum of Care Program for the HOPE Leasing Program for the purpose of providing permanent housing. This program provides permanent housing by paying for housing deposits and rental assistance. Chronically homeless individuals receive support services, case management and housing with the use of these grant funds. Approximately 15 households receive assistance each year.

The value of this grant agreement renewal is \$264,109 for a new contract total of \$500,678. The agreement is effective July 1, 2018 through June 30, 2019. This agreement was approved by County Counsel on June 12, 2018.

Healthy Families. Strong Communities.

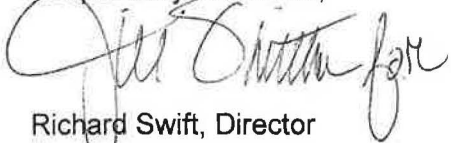
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www.clackamas.us

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Richard Swift".

Richard Swift, Director
Health, Housing and Human Services Department

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0100L0E071710
Effective Date: 5/15/2018
DUNS No.: 096992656

EXHIBIT 1
SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 264109 for project number __OR0100L0E071710__. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 189540
h. Supportive services	\$ 62342
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 12227

- | | |
|---|------|
| l. Relocation Costs | \$ 0 |
| m. HPC homelessness prevention activities: | |
| Housing relocation and stabilization services | \$ 0 |
| Short-term and medium-term rental assistance | \$ 0 |
4. The performance period for the project begins __07-01-2018__ and ends __06-30-2019___. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
 5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
 6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0100L0E071710
Effective Date: 5/15/2018
DUNS No.: 096992656

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0100L0E071710	Clackamas County	N/A	N/A

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Doug Carlson, Director
(Typed Name and Title)

May 15, 2018
(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs
(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, H3S Director
(Typed Name and Title of Authorized Official)

(Date)

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0100L0E071710
Effective Date: 5/15/2018
DUNS No.: 096992656

EXHIBIT 1
SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 264109 for project number OR0100L0E071710. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 189540
h. Supportive services	\$ 62342
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 12227

l. Relocation Costs	\$ 0
m. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. The performance period for the project begins __07-01-2018__ and ends __06-30-2019___. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0100L0E071710
Effective Date: 5/15/2018
DUNS No.: 096992656

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0100L0E071710	Clackamas County	N/A	N/A

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Doug Carlson, Director

(Typed Name and Title)

May 15, 2018

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, H3S Director

(Typed Name and Title of Authorized Official)

(Date)

June 28, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #1 from the
 U.S. Department of Housing and Urban Development (HUD), Continuum of Care Program
 for the HOPE II Leasing Program for the Purpose of Providing Permanent Housing

Purpose/Outcomes	To provide permanent housing and support services for the homeless through the HOPE II Leasing Program.
Dollar Amount and Fiscal Impact	The renewal amendment adds \$68,493 for a new contract total of \$130,674 in revenue and extends the agreement for one year.
Funding Source	U.S. Department of Housing and Urban Development (HUD). The grant requires a 25% match which is met through Community Services Block Grant (CSBG) funds. No County General Funds are involved.
Duration	January 1, 2019 through December 31, 2019
Previous Board Action	The original agreement was approved by the Board on June 8, 2017 (060817-A10).
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	8296

BACKGROUND:

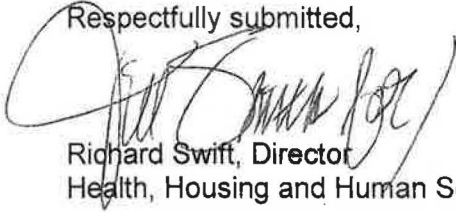
Social Services Division of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development, Supportive Housing Program for the HOPE II Leasing Program for the purpose of providing permanent housing. Homeless and chronically homeless, disabled (veteran and non-veteran), single adults and families receive support services, case management and housing with the use of these grant funds. The program assists families in seeking and maintaining permanent housing by paying for housing deposits and rental assistance. Up to four households receive assistance each year.

The value of this grant agreement renewal is \$68,493 for a new contract total of \$130,674. The agreement is effective January 1, 2019 through December 31, 2019. This agreement was approved by County Counsel on June 12, 2018.

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing and Human Services, be authorized to sign all documents necessary on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", is written over the typed name and title.

Richard Swift, Director
Health, Housing and Human Services Department

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0141L0E071706
Effective Date: 5/15/2018
DUNS No.: 096992656

EXHIBIT 1
SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 68493 for project number OR0141L0E071706. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 61872
h. Supportive services	\$ 6000
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 621

- | | |
|---|------|
| l. Relocation Costs | \$ 0 |
| m. HPC homelessness prevention activities: | |
| Housing relocation and stabilization services | \$ 0 |
| Short-term and medium-term rental assistance | \$ 0 |
4. The performance period for the project begins __01-01-2019__ and ends __12-31-2019__. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
 5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
 6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0141L0E071706
Effective Date: 5/15/2018
DUNS No.: 096992656

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0141L0E071706	Clackamas County	N/A	N/A

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Doug Carlson, Director

(Typed Name and Title)

May 15, 2018

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, H3S Director

(Typed Name and Title of Authorized Official)

(Date)

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #1 from the
U.S. Department of Housing and Urban Development (HUD),
Housing Our Families

Purpose/Outcomes	This is a HUD grant which was created by reallocating two previous HUD grants for a new program effort entitled "Housing Our Families"
Dollar Amount and Fiscal Impact	The renewal amendment adds \$159,604 for a new contract total of \$315,332 in revenue and extends the agreement for one year.
Funding Source	HUD – The grant requires a 25% match or in-kind contribution which will be met with State of Oregon Emergency Housing Assistance funds.
Duration	October 1, 2018 through September 30, 2019
Previous Board Action	The original agreement was approved by the Board on April 27, 2017 (042717-A6).
Strategic Plan Alignment	1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director, Social Services Division – (503)655-8641
Contract No.	8276

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests the approval of a grant from the U.S. Department of Housing and Urban Development to provide funding to rapidly re-house literally homeless families with children under 18. It will also provide funding to work with parenting youth and families who are reunifying and expect to have their children returned to their custody within 90 days after housing is obtained. The program intends to serve approximately 8 families.

The value of this grant agreement is \$159,604 for a new contract total of \$315,332. The agreement is effective October 1, 2018 through September 30, 2019. This agreement was approved by County Counsel on June 12, 2018.

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services Department

Healthy Families. Strong Communities.

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

www.clackamas.us

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0237L0E071701
Effective Date: 5/15/2018
DUNS No.: 096992656

EXHIBIT 1
SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 159604 for project number __OR0237L0E071701___. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 139608
h. Supportive services	\$ 7702
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 12294

I. Relocation Costs	\$ 0
m. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. The performance period for the project begins 10-01-2018 and ends 09-30-2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0237L0E071701
Effective Date: 5/15/2018
DUNS No.: 096992656

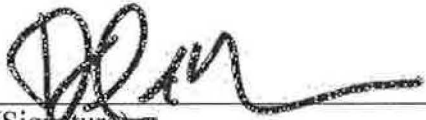
FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0237L0E071701	Clackamas County	N/A	N/A

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Doug Carlson, Director
(Typed Name and Title)

May 15, 2018
(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs
(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, H3S Director
(Typed Name and Title of Authorized Official)

(Date)

June 28, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #1 from the
 U.S. Department of Housing and Urban Development (HUD),
Supportive Housing Program for the Housing Our Heroes Project

Purpose/Outcomes	This is a HUD grant for the purpose of providing permanent housing and services for the homeless. Veterans and others who have served in the military are the priority. People with no military service will be served only in the unlikely event that sufficient eligible veterans cannot be enrolled in the project.
Dollar Amount and Fiscal Impact	The renewal amendment adds \$313,545 for a new contract total of \$615,558 in revenue and extends the agreement for one year.
Funding Source	HUD – The grant requires a 25% match or in-kind contribution which will be met with State of Oregon Emergency Housing Assistance (EHA) and Community Services Block Grant (CSBG) funds, and County General Funds.
Duration	July 1, 2018 through June 30, 2019
Previous Board Action	The original agreement was approved by the Board May 11, 2017 (051117-A6).
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director, Social Services Division – (503)655-8641
Contract No.	8301

BACKGROUND:

Social Services Division of the Health, Housing & Human Services Department requests the approval of a grant from the U.S. Department of Housing and Urban Development, Supportive Housing Program for the Housing Our Heroes Project to provide permanent housing and services for homeless veterans.

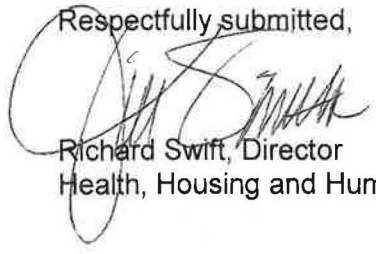
This program will provide housing assistance, supportive services, and case management to chronically homeless households with at least one person who has served in the military. These funds provide the Social Services Division resources to procure permanent housing through the payment of deposits and rental assistance. Approximately 18 households will be assisted annually.

The value of this grant agreement is \$313,545 for a new contract total of \$615,558. The agreement is effective July 1, 2018 through June 30, 2019. This agreement was approved by County Counsel on June 12, 2018.

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard Swift', is written over the typed name below.

Richard Swift, Director
Health, Housing and Human Services Department

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0217L0E071702
Effective Date: 5/15/2018
DUNS No.: 096992656

EXHIBIT 1
SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 313545 for project number OR0217L0E071702. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 222084
h. Supportive services	\$ 66884
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 24577

- | | |
|---|------|
| l. Relocation Costs | \$ 0 |
| m. HPC homelessness prevention activities: | |
| Housing relocation and stabilization services | \$ 0 |
| Short-term and medium-term rental assistance | \$ 0 |
4. The performance period for the project begins __07-01-2018__ and ends __06-30-2019__.
No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
 5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
 6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0217L0E071702
Effective Date: 5/15/2018
DUNS No.: 096992656

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0217L0E071702	Clackamas County	N/A	N/A

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Doug Carlson, Director

(Typed Name and Title)

May 15, 2018

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, H3S Director

(Typed Name and Title of Authorized Official)

(Date)

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #1 from the
U.S. Department of Housing and Urban Development (HUD), Supportive Housing Program
for the Rent Well Rapid Re-Housing Program

Purpose/Outcomes	This is a grant renewal from HUD for the purpose of reducing housing barriers and providing rental assistance for permanent housing for homeless individuals and families
Dollar Amount and Fiscal Impact	The renewal amendment adds \$120,369 for a new contract total of \$238,578 in revenue and extends the agreement for one year.
Funding Source	HUD – The grant requires a 25% match of in-kind contribution which is met through County General Funds.
Duration	July 1, 2018 through June 30, 2019
Previous Board Action	The original agreement was approved by the board on April 27, 2017 (042717-A5).
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contract No.	8277

BACKGROUND:

Social Services Division (SSD) of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development's Continuum of Care Program for the Rent Well Rapid Re-Housing program. The program is designed to reduce housing barriers and provide rental assistance for permanent housing for homeless individuals and families. These funds provide SSD with resources to provide rental assistance, rental education skills training classes, case management and supportive services to homeless participants. Approximately 23 households will be assisted.

The value of this grant agreement is \$120,369 for a new contract total of \$238,578. The agreement is effective July 1, 2018 through June 30, 2019. This agreement was approved by County Counsel on June 12, 2018.

Healthy Families. Strong Communities.

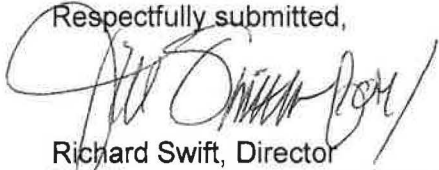
2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", written over the typed name below.

Richard Swift, Director
Health, Housing and Human Services Department

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0177L0E071704
Effective Date: 5/15/2018
DUNS No.: 096992656

EXHIBIT 1
SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 120369 for project number OR0177L0E071704. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 34056
h. Supportive services	\$ 78114
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 8199

l. Relocation Costs	\$ 0
m. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. The performance period for the project begins 07-01-2018 and ends 06-30-2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0177L0E071704
Effective Date: 5/15/2018
DUNS No.: 096992656

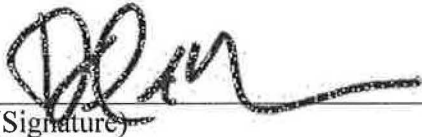
FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0177L0E071704	Clackamas County	N/A	N/A

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Doug Carlson, Director
(Typed Name and Title)

May 15, 2018
(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs
(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, H3S Director
(Typed Name and Title of Authorized Official)

(Date)



DAN JOHNSON
DIRECTOR

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

June 28, 2018

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement creating the
Clackamas County HB 2017 Transit Advisory Committee**

Purpose/ Outcomes	Approval of an intergovernmental agreement with the City of Sandy, City of Canby, City of Wilsonville, South County Transportation District and Clackamas County to establish the Clackamas County HB2017 (2017) Transit Advisory Committee.
Dollar Amount and Fiscal Impact	The IGA does not make a commitment to funding and will not have a fiscal impact.
Funding Source	N/A
Duration	Effective once signed until December 2028
Previous Board Action	The BCC received a presentation at their June 12 th , 2018 Policy Session regarding the purpose and intent of the IGA, and approved placing the IGA as a consent agenda item on the June 28 th , 2018 Business Meeting
Strategic Plan Alignment	Build a strong infrastructure
Contact Person	Karen Buehrig, Transportation Planning Supervisor - 742-4683; Teresa Christopherson, Administrative Services Manager, Social Services 503-650-5718

BACKGROUND:

HB 2017 created the Statewide Transportation Improvement Fund (STIF) which is a new dedicated funding source to expand public transportation service in Oregon communities. Under the STIF rules, Trimet is designated as the Qualified Entity for the tri-county area, including Washington County, Multnomah County and Clackamas County. In order to access the STIF funds, the Qualified Entity is required to submit a STIF Plan to the Oregon Transportation Commission. Trimet has been working with the various transit service providers on the process that will be used to create the STIF plan.

Trimet created an HB 2017 STIF Advisory Committee that will be recommending the projects within the Trimet district for inclusion into the STIF Plan. It is expected that approximately \$1.7 million dollars will be slated for the area outside of the Trimet district in Clackamas County. These funds are to be used for transit service improvements within the area. In order to access this funding, projects submitted by each service provider will be incorporated into the STIF Plan.

Trimet has requested that a Clackamas County HB 2017 Transit Advisory Committee be formed to recommend the projects for the areas outside of the Trimet district in Clackamas County. The transit providers in Clackamas County have been working together to form this committee, with the first step being creating an Intergovernmental Agreement outlining the purpose and responsibilities of the committee.

RECOMMENDATION:

Staff respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to create the Clackamas County HB 2017 Transit Advisory Committee.

Respectfully submitted,

Mike Bezner
Assistant Director of Transportation

**Intergovernmental Agreement
creating the
Clackamas County HB 2017 Transit Advisory Committee**

This agreement is made and entered into by the City of Sandy, a municipal corporation, City of Canby, a municipal corporation, City of Wilsonville, a municipal corporation, South County Transit District, a transit district under ORS Chapter 267, and Clackamas County, a corporate body politic (together the "Parties" and each a "Party") to establish the Clackamas County HB2017 (2017) Transit Advisory Committee.

RECITALS

- 1) WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;
- 2) WHEREAS, House Bill 2017 (2017) (hereinafter, "HB 2017") and the Administrative Rules adopted by the State of Oregon require that the Tri-County Metropolitan Transportation District of Oregon ("TriMet"), as the Qualified Entity for the three county region of Clackamas County, Multnomah County and Washington County, establish an advisory committee to advise and assist the TriMet Board of Directors in selecting plans or projects to be funded from the moneys received from the Oregon Department of Transportation ("ODOT"); and
- 3) WHEREAS, Trimet has requested that the transit providers within Clackamas County work together to form a Clackamas County HB 2017 Transit Advisory Committee to select plans and/or projects for the areas located outside of the TriMet service boundary in Clackamas County.

AGREEMENT

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

1. **Term.** This Agreement shall be effective upon execution, and shall expire on December 31, 2028 unless extended by mutual agreement of the Parties.
2. **Formation of the Clackamas County HB 2017 Transit Advisory Committee.**
 - A. The Parties voluntarily enter into this Agreement to establish an advisory committee to advise and assist the TriMet Board of Directors in selecting plans or projects to be funded from the moneys received from ODOT.
 - B. This advisory committee shall be known as the Clackamas County HB 2017 Transit Advisory Committee (the "Committee"). The Committee may formally change its name by adopting bylaws pursuant to Section 3 of this Agreement.

- C. The Committee shall include a minimum of 10 members.
3. **Bylaws.** The Committee shall establish bylaws which will, among other things, describe membership requirements, appointment of officers, member responsibilities, meeting notice and procedure, Committee operations, and bylaws amendment procedures.
 4. **Party Membership.** Each Party to this Agreement shall provide at least one member to be included on the Committee. This member must either be the manager or director (or his or her designee) of the Party's transit provider. The member appointed must attend regularly scheduled meetings of the Committee. Where a member fails to attend meetings or otherwise participate in a manner that violates any adopted bylaws of the Committee, the Party represented by such member agrees to cooperate with the other Parties to appoint an acceptable replacement.
 5. **Committee Meetings.** The Parties agree that meetings of the Committee shall be held no less than twice per year.
 6. **Termination.**
 - A. If a Party breaches the Agreement, a non-breaching Party may give the breaching Party written notice of the breach. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the non-breaching Parties will vote whether to terminate the Agreement or to take other action as the non-breaching Parties deem appropriate. The decision of the non-breaching Parties is effective as of the date of the vote. Nothing herein shall prevent the Parties from meeting to mutually discuss this Agreement. Each Party shall use best efforts to coordinate with the other Parties to minimize conflicts.
 - B. Notwithstanding the foregoing, the Agreement may be terminated at any time by mutual agreement of all the Parties.
 7. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
 8. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.

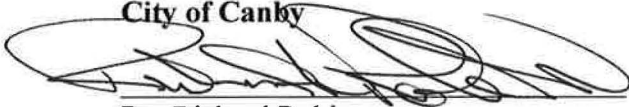
IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the date below.

Clackamas County

By: Jim Bernard
Its: Chair, Board of County Commissioners

Dated: June ___, 2018

City of Canby



Dated: June 14, 2018

By: Richard Robinson
Its: City Administrator

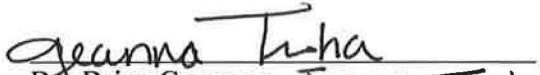
City of Sandy



Dated: June 18, 2018

By: Kim Yamashita
Its: City Manager

City of Wilsonville



Dated: June 15, 2018

By: ~~Brian Cosgrove~~ Jeanna Troha
Its: City Manager Assistant City Manager

South Clackamas Transit District



Dated: June 18, 2018

By: ~~Tom Eskridge~~ KATHY ROBERSON
Its: Board Chairman
↓
VICE



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution Adopting a Methodology for Calculating Cost of Living Adjustments for
Non-Represented Clackamas County Employees

Purpose/Outcome	Establish data-driven method for calculating cost of living adjustments for non-represented county employees
Dollar Amount and Fiscal Impact	Estimate: \$120,000 per year
Funding Source	Various funds
Duration	Ongoing
Previous Board Action/Review	Study session June 19, 2018
Strategic Plan Alignment	Build public trust through good government
Contact Person	Laurel Butman, 503-655-8893

BACKGROUND:

This Resolution establishes a data-driven methodology using the CPI-W, West Urban rate (Annual Average) as the basis for calculating cost of living adjustments for non-represented county employees beginning with Fiscal Year 2018-2019,

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached Resolution.

Sincerely,

Diane Padilla
Budget Manager

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

Resolution Adopting a
Methodology for Calculating Cost
of Living Adjustments for Non-
Represented Clackamas County
Employees



Resolution No. _____

Whereas, Clackamas County adopts an annual budget which includes Cost of Living Adjustments for non-represented employees; and

Whereas, on July 1st Clackamas County offers a Cost of Living Adjustment (COLA) to represented employees which is defined in their collective bargaining agreements; and

Whereas, non-represented employees do not have the opportunity to negotiate a COLA and the County would like to establish a consistent methodology for this determination; and

Whereas, Clackamas County desires to have a data-driven methodology for calculating the COLA for non-represented employees; and

Whereas, Clackamas County wishes to align its annual non-represented COLA adjustment methods with similar Oregon agencies and jurisdictions;

Whereas, Washington County uses the CPI-W for determining its annual non-represented COLA adjustment;

NOW THEREFORE, the Clackamas County Board of Commissioners resolves as follows:

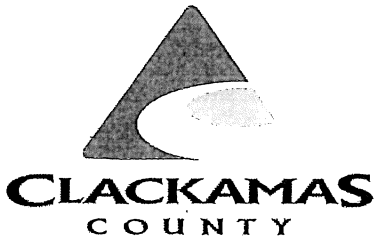
1. The Board of Commissioners adopts the methodology of using the CPI-W, West Urban rate (Annual Average) from the previous year, as reported by the US Department of Labor, with a minimum of 0% as the basis for annual COLA adjustments for non-represented employees; this rate for 7-1-18 is 2.8%.

DATED this 28th day of June, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES

PUBLIC SERVICES BUILDING
2051 Kaen Road | Oregon City, OR 97045

To: Don Krupp, County Administrator
From: Evelyn Minor-Lawrence, Director, Human Resources *EML*
Date: June 13, 2018
Subject: Non-Represented COLA Philosophy

Background:

Historically, the annual COLA for non-represented employees (NRP) has been linked to the COLA received by employees represented by the Employees' Association, the County's largest union. In years when the POA has negotiated a higher COLA than other unions, the non-represented group within the Sheriff's Office (NSO) has, at times, received the higher COLA. While this has served to maintain the internal alignment between management and represented employees, it has also been problematic.

During years when the County is in contract negotiations, like this year, non-represented employees are held in limbo, either receiving no COLA or a placeholder COLA, until negotiations are wrapped up. Instances where the NSO has received a higher COLA than the larger NRP group has created disparity among classifications used in both pay plans. This year adds another layer of complexity as the Consumer Price Index for Portland-Salem, the indicator used to determine COLA for the majority of our bargaining groups, will no longer be published by the Bureau of Labor and Statistics. This change opens the door to negotiating a new CPI with the unions and offers an opportunity to create a new philosophy on how non-represented employees receive COLAs.

Recommendation:

Beginning with FY 18/19, it is recommended that the COLA for non-represented employees be linked to the CPI-W, West Urban-All Items (Annual Average). This CPI-W is also used by Washington County for their non-represented employees and all bargaining groups. It is recommended that annually on July 1, non-represented employees (NRP and NSO) receive the equivalent of the CPI-W, West Urban rate (Annual Average) from the previous year. This rate for 7/1/18 is 2.8%.

Rationale:

Linking both non-represented groups (NRP and NSO) to one CPI removes the uncertainty for these groups, allows for more accurate budgeting, and creates a situation where the non-represented groups are leading rather than following. One COLA for all non-represented classifications also eliminates salary grade 'creep' between classifications used in both the NRP and NSO pay plans. Finally, linking non-represented groups to one CPI allows the County to stay competitive with the market and other jurisdictions who have similar pay philosophies.

C: Laurel Butman, Deputy County Administrator
Heather Pedersen, Compensation Manager



DEPARTMENT OF FINANCE

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

June 28, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Lease by and between CGF Family Limited Partnership and Clackamas County
for Business and Community Services

Purpose/Outcomes	This is a one-year extension of the lease for the Oak Lodge Library occupied by Business and Community Services (BCS) staff.
Fiscal Impact	Monthly rent of \$6,799.00, 1-year total cost of \$81,588.00.
Funding Source	Funded by library district. No new funds needed.
Duration	Effective July 1, 2018 and terminating on June 30, 2019
Previous Action	The first lease for this building was approved by the Board on June 9, 1994 through board order #94-635.
Strategic Plan Alignment	<ul style="list-style-type: none">• Grow a vibrant economy• Build public trust through good government
Contact Person	Eli Seely, Facilities Services Coordinator, Facilities Management, 503-557-6425

BACKGROUND

Clackamas County has operated the Oak Lodge Library, located at 16201 SE McLoughlin Boulevard in Oak Grove, since initially leasing it in 1994. The lease extension was negotiated by Facilities Management in consultation with BCS.

Due to the fact that the current lease will expire on June 30, 2018, the County may need to sign this Lease before CGF Family Limited Partnership. Facilities Management staff, in conjunction with County Counsel, will ensure that no changes are made to the original document after County signature by maintaining possession of the original document until it is signed by CGF Family Limited Partnership.

RECOMMENDATION

Staff recommends the Board approve the Lease agreement between Clackamas County and CGF Family Limited Partnership and that the Chair of the Board be authorized to execute the Lease.

Respectfully submitted,

Marc Gonzales
Finance Director

EXTENSION OF LEASE

LEASE TERM:

The Lease for property located at 16201 Southeast McLoughlin Boulevard, Oak Grove, Oregon, effective June 30, 2000 through June 30, 2005, and extended July 1, 2006; July 1, 2007; July 1, 2009; July 1, 2010; July 1, 2011; July 1, 2012; July 1, 2013; July 1, 2014; July 1, 2015; July 1, 2016; and July 1, 2017, as executed between C.G.F. FAMILY LIMITED PARTNERSHIP (Lessor) and CLACKAMAS COUNTY, a political subdivision of the State of Oregon (Lessee), and copies of which are attached, is extended for a period of one (1) year, beginning July 1, 2018, and ending at midnight on June 30, 2019, with the following considerations:

RENTAL:

Lessee agrees to pay as monthly rent for the premises the sum of six thousand seven-hundred ninety-nine dollars (\$6,799.00).

All other terms and conditions of the original Lease and Extensions remain in full force and effect.

LESSEE

CLACKAMAS COUNTY BOARD
OF
COUNTY COMMISSIONERS by:

Jim Bernard, Chair

Mary Raethke, Recording Secretary

Marc Gonzales, Finance Director

Laura Zentner, Director
Business & Community Services

Approved as to form:

Office of County Counsel

Date

LESSOR

C.G.F. FAMILY LIMITED PARTNERSHIP
9418 SE Chatfield Court
Happy Valley, OR 97086

72-1539377

Federal ID#

Authorized Signature

Printed Name

Date



DEPARTMENT OF FINANCE

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

June 28, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Lease by and between Willamette Building Partnership and Clackamas County
for Health, Housing, and Human Services

Purpose/Outcomes	This is a lease for a one-year term for the Willamette Building occupied by Health, Housing, and Human Services (H3S) staff.
Fiscal Impact	Monthly rent of \$6,632.09, 1-year total cost of \$79,585.08.
Funding Source	Mix of general fund and federal/state grants. No new funds needed.
Duration	Effective July 1, 2018 and terminating on June 30, 2019
Previous Action	The first lease for this building was approved by the Board on September 29, 1994 through board order #94-1125.
Strategic Plan Alignment	<ul style="list-style-type: none">• Ensure safe, healthy and secure communities• Build public trust through good government
Contact Person	Eli Seely, Facilities Management, 503-557-6425

BACKGROUND

Clackamas County has offered various services in the Willamette Building, located at 102 11th Street in Oregon City, since initially leasing it in 1994. At present, it houses Children, Youth, and Families and Community Solutions program services. Last year, the ownership of the building changed and the previous owner's interest passed to the Willamette Building Partnership. The new lease was negotiated by Facilities Management in consultation with H3S.

Due to the fact that the current lease will expire on June 30, 2018, the County may need to this Lease before Willamette Building Partnership. Facilities Management staff, in conjunction with County Counsel, will ensure that no changes are made to the original document after County signature by maintaining possession of the original document until it is signed by Willamette Building Partnership.

RECOMMENDATION

Staff recommends the Board approve the Lease agreement between Clackamas County and Willamette Building Partnership and that the Chair of the Board be authorized to execute the Lease.

Respectfully submitted,

Marc Gonzales
Finance Director

LEASE

This Lease is made this ___ day of _____, 20___, by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon, hereinafter called "Lessee" and WILLAMETTE BUILDING PARTNERSHIP, hereinafter called "Lessor".

Recitals

Whereas, on or about June 20, 2013, Clackamas County and Jack E. Brown executed three leases for different portions of the premises described herein (collectively the "Brown Leases");

Whereas the Brown Leases, as amended, expire on June 30, 2018;

Whereas Willamette Building Partnership is the successor in interest to Jack E. Brown and the sole owner of the premises described herein;

Whereas the parties wish to terminate the three Brown Leases and execute a single new lease agreement for the entirety the premises described herein;

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties have agreed as follows:

BROWN LEASES: Notwithstanding any provision of the Brown Leases to the contrary, the Brown Leases are hereby terminated upon execution of this Lease. Upon termination, Clackamas County shall have no further obligations under the Brown Leases.

LEASE TERM:

In consideration of the agreements herein contained, the Lessor does hereby let and lease the premises hereinafter described to the Lessee to have and to hold the same for a term of one (1) year, beginning July 1, 2018 and ending at midnight on June 30, 2019.

Ninety (90) days before the end of this Lease, Lessee shall notify Lessor, in writing, of its desire to either renew the Lease or vacate the premises. The Lease may be renewed for additional periods upon such terms as are agreed to by the parties in writing.

PREMISES:

The premises subject to this Lease are situated at 102 11th Street, Oregon City, Clackamas County, Oregon, including suites 104, 108, and 112. The leased premises consist of the building, containing approximately 9,285.5 square feet, and the 22-space parking lot located on Assessor's Map T2S, R2E, Section 31AB, Tax Lot 02500.

BASE RENT:

Lessee agrees to pay as monthly rent for the premises the sum of six-thousand six-hundred thirty-two dollars and nine cents (\$6,632.09) for the entire lease term. Rent is due and payable on or before the first day of the month.

Lessor and Lessee hereby agree that if Lessee opts to pay rent on an annual basis and the rent is paid on or before July 1st, Lessee is entitled to discount the annual rent by five percent (5%) for an annual total of \$75,605.83.

Rent not paid when due shall, after ten (10) days written notice, bear simple interest at the rate of one-and-one-half percent (1.5%) per month until paid.

DEPOSIT:

Lessor acknowledges that Lessee paid refundable deposits in the amounts of \$1,717.00 in February 1990 and \$425.00 in June 1990 under the Brown Leases, which shall be applied against the rent payable for the last month of the lease term.

POSSESSION:

Lessee shall be entitled to full use and possession of the premises for the entire Lease term.

USE AND ENJOYMENT:

Lessor covenants that Lessee shall be entitled to possession of the premises for government offices and related purposes. Lessee covenants not to use the premises for any other purpose without Lessor's prior written consent, or for any unlawful purpose. Lessee shall not allow the creation of any nuisance upon the premises nor create any nuisance upon the same.

OPERATING COSTS:

Lessee shall be responsible for charges for telephone, electrical service, water/sewer, natural gas service, landscape maintenance, and trash removal relating to the premises.

PROPERTY TAXES:

Lessee is applying for a property tax exemption on the property described above under provisions of ORS 307.112. If the property tax exemption is granted, Lessee and Lessor agree that any tax savings resulting from the exemption shall inure solely to the benefit of Lessee. The rent payable by Lessee has been established to reflect the savings resulting from the exemption granted in ORS 307.112.

ASBESTOS, CHEMICALS, AND OTHER MATERIALS AND CONDITIONS RELATING TO SAFE WORK ENVIRONMENT:

1. Lessor assures that the leased premises are safe, healthful, and in compliance with all state and federal Occupational Safety and Health Administration (OSHA) rules and regulations, and all other state structural, building, fire, and specialty code requirements.
2. If conditions pre-exist, or arise, which are determined to be violations of any state or federal OSHA rule or regulation or any specialty code requirement, Lessor will be allowed a reasonable period in which to modify and correct the violation to achieve compliance. If Lessee deems that there is any imminent danger to employees or to the public, Lessor must correct the violations immediately. Lessor shall make every effort to achieve full compliance within thirty (30) days.

In the event Lessor does not correct any condition as required in items 1 and 2 above, Lessee has the right to terminate this Lease immediately, and shall have no further responsibility to Lessor under this Lease agreement.

INSPECTION:

Lessor shall have the right personally and through Lessor's agents and workmen to enter into and upon the premises at reasonable times to inspect the premises and examine the condition thereof upon forty-eight (48) hours written notice, except in the event of an emergency, in which event no notice shall be necessary.

ALTERATIONS:

Lessee may perform leasehold improvements and make subsequent non-structural modifications and alterations to the building, provided that Lessee will obtain Lessor's prior written approval of any proposed modifications or alterations of the improvements on the property. Such approvals will not be unreasonably withheld and will be given or denied within ten (10) business days after receipt of a written request for approval and such plans or other information as Lessor may reasonably require. Whether or not Lessor's consent is required under this Lease, Lessee will keep Lessor informed as to modifications and alterations of the premises performed or to be performed by Lessee. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

All alterations undertaken by Lessee shall be at Lessee's sole expense. Any alterations or improvements by Lessee that cannot reasonably be removed by Lessee without damaging the premises shall become the property of Lessor upon termination of this Lease.

ELECTRICAL AND BUILDING OVERLOADS:

Lessee shall not overload the floors or electrical circuits or alter the plumbing or wiring of the premises or building without the written consent of Lessor, which Lessor shall not unreasonably withhold.

MAINTENANCE:

Lessor shall be responsible for necessary maintenance and repair of the building foundation, roof, sidewalks, exterior walls, structural members, and for necessary water, sewage, and electrical repairs so long as not made necessary by Lessee's negligence, misuse, or failure to comply with any provisions of this lease. Lessor shall be responsible for major repairs and/or replacement of heating and air conditioning components.

Any repairs or maintenance performed on or around the leased premises by the Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the premises by the Lessee. Lessee shall have no right to an abatement of rent nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirements of this provision.

Lessee shall be responsible for routine maintenance of heating and air conditioning equipment, including filter changes.

Lessee shall be responsible for non-structural interior maintenance, including janitorial services and plumbing/toilet problems caused by Lessee's negligence or misuse. Lessee shall maintain premises in a neat condition, free of trash and debris, in good order and repair.

Lessee shall promptly notify Lessor of any necessary repairs and shall, if necessary to protect the leased premises from imminent damage, prior to such notice arrange for necessary emergency repairs. Payment for emergency repairs shall be the responsibility of Lessor.

Lessee shall be responsible for all damages to the leased premises resulting from burglary or attempted burglary and shall repair and maintain all windows and doors.

REPAIR BY LESSOR:

Lessor shall have no liability for failure to perform required maintenance and repair unless written notice of the needed maintenance or repair is given by Lessee and Lessor fails to commence efforts to remedy the problem in a reasonable time and manner. Repair of damage caused by negligent or intentional acts or breach of this Lease by Lessee, its employees, invitees, or licensees shall be at Lessee's expense.

LIEN CLAIMS AND LIABILITY:

Lessee shall not allow any liens to attach to the building or Lessee's interest in the premises as a result of any alterations or modifications done at Lessee's request, repairs or maintenance performed for which Lessor is not responsible, or obligations or judgments of Lessee unrelated to the premises. Any labor or materials provided or construction done by Lessee at Lessor's request shall be deemed to have been provided by Lessor who shall be solely responsible for any liens or judgments arising from such provision or construction.

PLACE OF PAYMENT AND NOTICE:

Any notice to which Lessee shall be entitled under this Lease shall be delivered or sent to Clackamas County Facilities Management, 1710 S Red Soils Court #200, Oregon City, OR 97045. Place of payment and notice for Lessor shall be mailed to Charles Fuhrmann, c/o McLaren's Bookkeeping, 6193 81st Avenue SE, Salem, OR 97317. Place for notices may be changed by written notice from the party changing address.

INDEMNIFICATION:

Lessor shall hold Lessee harmless from and against any claim, loss, expense, or damage to any person or property in or upon the demised premises arising out of an act or omission of Lessor or its employees or agents.

TOTAL OR PARTIAL DESTRUCTION:

Lessor agrees to insure the building on the premises against risks as covered by a standard all risk insurance policy, including water damage and sprinkler leakage, with extended coverage. So long as this provision does not invalidate or limit the extent of Lessor's coverage under such insurance policies, Lessor does hereby waive the right of subrogation against Lessee and Lessee's agents or employees under such insurance policy or policies. If the leased portion of the building on the premises which is the subject of this lease so insured shall be damaged by some cause covered by such insurance to the extent

of less than thirty percent (30%) thereof, Lessor shall promptly remove all debris therefrom and repair and rebuild the same, restoring the premises in substantially the same condition in which it was previous to the destruction. If the structure shall be damaged more than thirty percent (30%), Lessor shall not be required to build but may do so at Lessor's option. Percentage of damage shall be determined by the fire insurance underwriter. If Lessor shall elect to rebuild and repair the premises in the last mentioned instance, Lessor shall give written notice of Lessor's intention to do so to the Lessee within thirty (30) days of the date of the damage. If Lessor fails to give such notice within thirty (30) days, this Lease shall terminate. If the premises shall be damaged by some cause not covered by insurance and Lessor does not elect to rebuild or repair the premises within sixty (60) days from date of damage, Lessee may terminate this Lease at Lessee's option. During any period of time during which the premises shall be unusable, rental shall abate entirely and if the operation of the business on the premises shall be impaired in part, rental shall abate during the terms of repairs or rebuilding proportionate to loss of use of the premises and said impairment of business. If the insurance premium rates shall increase in any way by reason of Lessee's activities on the premises, Lessee shall reimburse Lessor promptly for the cost of any premium in excess of the amount Lessor would have been required to pay for insurance had it not been for Lessee's activities or use and shall be added to the rent as charge against Lessee.

HAZARDOUS SUBSTANCES:

Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed or, or otherwise released on or under the premises. Lessee may use or otherwise handle on the premises only those Hazardous Substances typically used in the prudent and safe operation of the office. Lessee may store such Hazardous Substances on the premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the premises. On the expiration or termination of this Lease, Lessee shall remove all Hazardous Substances from the premises. The term *Environmental Law* shall mean any federal, state, or local statute, regulation, or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term *Hazardous Substance* shall mean any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

ASSIGNMENT AND SUBLETTING:

Lessee shall not have the right to assign this Lease without the written consent of Lessor.

No assignment shall relieve Lessee of its obligation to pay rent or perform other obligations required by this Lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. Lessor shall not unreasonably withhold its consent to any assignment, or to subletting provided that subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the building for comparable space and the proposed lessee is compatible with Lessor's other lessees and Lessor's normal standards for the building. If Lessee proposes a subletting or assignment to which Lessor is required to consent under this paragraph, Lessor shall have the option of terminating this lease and dealing directly with the proposed sublessee or assignee, or any third party.

HOLDING OVER:

If Lessee shall hold over and remain in possession of said premises after expiration of this Lease without any written lease actually being made, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a month-to-month tenancy which may be terminated at any time by Lessor upon sixty (60) days written notice to Lessee.

EMINENT DOMAIN:

If the entire premises or entire access shall be taken under power of eminent domain, this lease shall terminate, and Lessee shall immediately vacate said premises within ninety (90) days after receipt of notice of said termination, or earlier if directed by a court having jurisdiction. Lessee shall not participate in any award of damages or purchase price paid by the acquiring authority to Lessor for the building and premises and Lessee shall not be liable for any subsequent rent. If only a part of the premises or access shall be taken under eminent domain so that Lessee may continue to operate Lessee's business on substantially the scale on which such business was conducted prior to condemnation, rental shall be abated for the remaining portion of the term of this lease or extension thereof, proportionate to the loss of use of the premises by Lessee. In no event shall Lessee participate in any condemnation award or settlement.

WAIVER:

Any waiver of any breach of covenants herein contained to be kept and performed by Lessee or Lessor shall not be deemed or considered to be a continuing waiver, and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising any other rights as to any succeeding breach, either of the same condition or covenant or otherwise.

TERMINATION AND BREACH:

If Lessee fails to pay any rental payment by the fifteenth (15th) day of the month in which it is due, Lessor may terminate this Lease by providing sixty (60) days written notice, with an opportunity to cure, to Lessee. Within sixty (60) days of receipt of said notice, Lessee shall either cure the default or vacate the premises.

If Lessee defaults in performing its obligations under this Lease, other than payment of rent, Lessor may make any payment or perform any obligation which Lessee has failed to perform after not less than ten (10) days written notice to Lessee of Lessor's intention to pursue this remedy (except in cases of emergency, where no such prior notice shall be required), in which case Lessor shall be entitled to recover from Lessee upon demand all amounts so expended.

If Lessee breaches any covenants or conditions of this Lease, other than payment of rent, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessor claiming a default by Lessee and Lessor's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessee must commence correction within such period and thereafter diligently pursue the correction to completion), Lessor may terminate this Lease by sixty (60) days written notice thereof to Lessee, without waiver of any rights Lessor may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the premises.

If Lessor breaches any covenants or conditions of this Lease, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessee claiming a default by Lessor and Lessee's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessor must commence correction within such period and thereafter diligently pursue the correction to completion), Lessee may terminate this Lease by sixty (60) days written notice thereof to Lessor, without waiver of any rights Lessee may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the premises.

The rights and remedies specified in this section shall be non-exclusive. Either party's right to terminate this Lease for default as provided herein shall not be that party's sole remedy, and such party may exercise any other right or remedy provided in this Lease or otherwise available under applicable law.

SURRENDER:

On expiration or early termination of this Lease, Lessee shall deliver all keys to Lessor and surrender the premises clean and in the same condition as at the commencement of the term subject only to reasonable wear and tear from ordinary use. Lessee shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Lessor may dispose of it in any manner without liability.

CONSTITUTIONAL 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 therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

WARRANT OF AUTHORITY:

Lessor warrants and represents that Lessor is the sole successor in interest to Jack E. Brown, that Lessor is the sole owner of the premises subject to this Lease, and that Lessor has full authority to execute this Lease and terminate the Brown Leases. The undersigned, Charles Fuhrman, warrants and represents that he has full authority to sign on behalf of Lessor.

LESSEE

CLACKAMAS COUNTY BOARD
OF COUNTY COMMISSIONERS by:

Jim Bernard, Chair

Mary Raethke, Recording Secretary

Marc Gonzales, Finance Director

Richard Swift, Director,
Health Housing and Human Services

Approved as to form:

Office of County Counsel

Date

LESSOR

WILLAMETTE BUILDING PARTNERSHIP
CHARLES FUHRMAN, PROPERTY MANAGER
c/o MCLAREN'S BOOKKEEPING
6193 81st Ave SE
Salem, OR 97317

93-0728022

Federal ID#

Authorized Signature

Printed Name

Date



DEPARTMENT OF FINANCE

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

June 28, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Lease by and between Homestead Building LLC and Clackamas County for Health, Housing, and Human Services

Purpose/Outcomes	This is a lease for a one-year term for the Homestead Building occupied by Health, Housing, and Human Services (H3S) staff.
Fiscal Impact	Monthly rent of \$4,100.00, 1-year total cost of \$49,200.00.
Funding Source	Medicaid revenues. No new funds needed.
Duration	Effective July 1, 2018 and terminating on June 30, 2019
Previous Action	The first lease for this building was approved by the Board on December 12, 1991 through board order #91-1160.
Strategic Plan Alignment	<ul style="list-style-type: none">• Ensure safe, healthy and secure communities• Build public trust through good government
Contact Person	Eli Seely, Facilities Management, 503-557-6425

BACKGROUND

Clackamas County has offered various health services in the Homestead Building, located at 38872 Proctor Boulevard in Sandy, since initially leasing it in 1991. At present, it houses Behavioral Health and Women, Infants, and Childrens program services.

Last year, the ownership of the building changed and the Homestead Building LLC was formed to oversee the new owner's property interest. The new lease was negotiated by Facilities Management in consultation with H3S.

Due to the fact that the current lease will expire on June 30, 2018, the County may need to sign this Lease before Homestead Building LLC. Facilities Management staff, in conjunction with County Counsel, will ensure that no changes are made to the original document after County signature by maintaining possession of the original document until it is signed by Homestead Building LLC.

RECOMMENDATION

Staff recommends the Board approve the Lease agreement between Clackamas County and Homestead Building LLC and that the Chair of the Board be authorized to execute the Lease.

Respectfully submitted,

Marc Gonzales
Finance Director

LEASE

This Lease is made this ___ day of _____, 20___, by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon, hereinafter called "Lessee" and HOMESTEAD BUILDING LLC, hereinafter called "Lessor".

Recitals

Whereas, on or about April 16, 2009, Clackamas County and Richard Evans executed a lease of the premises described herein (the "Evans Lease");

Whereas the Evans Lease, as amended, expires on June 30, 2018;

Whereas Homestead Building, LLC is the successor in interest to Richard Evans and the sole owner of the premises described herein;

Whereas the parties wish to terminate the Evans Lease and execute a new lease agreement for the lease of the premises described herein;

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties have agreed as follows:

EVANS LEASE: Notwithstanding any provision of the Evans Lease to the contrary, the Evans Lease is hereby terminated upon execution of this Lease. Upon termination, Clackamas County shall have no further obligations under the Evans Lease.

LEASE TERM:

In consideration of the agreements herein contained, the Lessor does hereby let and lease the premises hereinafter described to the Lessee to have and to hold the same for a term beginning July 1, 2018 and ending June 30, 2019.

Ninety (90) days before the end of this Lease, Lessee shall notify Lessor, in writing, of its desire to either renew the Lease or vacate the premises. The Lease may be renewed for additional periods upon such terms as are agreed to by the parties in writing.

PREMISES:

The premises subject to this Lease are situated at 38872 Proctor Boulevard, Sandy, Clackamas County, Oregon. The leased premises consist of the building, containing approximately 6,400 square feet, and the parking lot located on Assessor's Map T2S, R4E, Section 13CA, Tax Lot 02900.

BASE RENT:

Lessee agrees to pay as rent for the premises the sum of four-thousand one-hundred dollars (\$4,100.00) per month for the entire lease term.

Rent not paid when due shall, after ten (10) days written notice, bear simple interest at the rate of one-and-one-half percent (1.5%) per month until paid.

POSSESSION:

Lessee shall be entitled to full use and possession of the premises for the entire Lease term.

USE AND ENJOYMENT:

Lessor covenants that Lessee shall be entitled to possession of the premises for government offices and related purposes. Lessee covenants not to use the premises for any other purpose without Lessor's prior written consent, or for any unlawful purpose. Lessee shall not allow the creation of any nuisance upon the premises nor create any nuisance upon the same.

OPERATING COSTS:

Lessee shall be responsible for charges for telephone, electrical service, and natural gas service relating to the premises. Lessor shall be responsible for water/sewer and garbage service charges.

PROPERTY TAXES:

Lessee is applying for a property tax exemption on the property described above under provisions of ORS 307.112. If the property tax exemption is granted, Lessee and Lessor agree that any tax savings resulting from the exemption shall inure solely to the benefit of Lessee. The rent payable by Lessee has been established to reflect the savings resulting from the exemption granted in ORS 307.112.

ASBESTOS, CHEMICALS, AND OTHER MATERIALS AND CONDITIONS RELATING TO SAFE WORK ENVIRONMENT:

1. Lessor assures that the leased premises are safe, healthful, and in compliance with all state and federal Occupational Safety and Health Administration (OSHA) rules and regulations, and all other state structural, building, fire, and specialty code requirements.
2. If conditions pre-exist, or arise, which are determined to be violations of any state or federal OSHA rule or regulation, or any specialty code requirement, Lessor will be allowed a reasonable period in which to modify and correct the violation to achieve compliance. If Lessee deems that there is any imminent danger to employees or to the public, Lessor must correct the violations immediately. Lessor shall make every effort to achieve full compliance within thirty (30) days.

In the event Lessor does not correct any condition as required in items 1 and 2 above, Lessee has the right to terminate this Lease immediately, and shall have no further responsibility to Lessor under this Lease agreement.

INSPECTION:

Lessor shall have the right personally and through Lessor's agents and workmen to enter into and upon the premises at reasonable times to inspect the premises and examine the condition thereof upon forty-eight (48) hours written notice, except in the event of an emergency, in which event no notice shall be necessary.

ALTERATIONS:

Lessee may perform leasehold improvements and make subsequent non-structural modifications and alterations to the building, provided that Lessee will obtain Lessor's prior written approval of any proposed modifications or alterations of the improvements on the property. Such approvals will be given or denied within ten (10) business days after receipt of a written request for approval and such

plans or other information as Lessor may reasonably require. Whether or not Lessor's consent is required under this Lease, Lessee will keep Lessor informed as to modifications and alterations of the premises performed or to be performed by Lessee. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

All alterations undertaken by Lessee shall be at Lessee's sole expense. Any alterations or improvements by Lessee shall become the property of Lessor upon termination of this Lease or be removed at Lessor's request with suitable repairs completed by Lessee.

ELECTRICAL AND BUILDING OVERLOADS:

Lessee shall not overload the floors or electrical circuits or alter the plumbing or wiring of the premises or building without the written consent of Lessor, which Lessor shall not unreasonably withhold.

MAINTENANCE:

Lessor shall be responsible for necessary maintenance and repair of the building foundation, roof, sidewalks, exterior walls, heating and cooling systems, structural members, and for necessary water, sewage, gas, and electrical repairs so long as not made necessary by Lessee's negligence, misuse or failure to comply with any provisions of this lease.

Any repairs or maintenance performed on or around the leased premises by the Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the premises by the Lessee. Lessee shall have no right to an abatement of rent nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirements of this provision.

Lessee shall be responsible for routine maintenance of heating and air conditioning equipment including filter changes.

Lessee shall be responsible for non-structural interior maintenance, including janitorial services. Lessee shall maintain premises in a neat condition, free of trash and debris, in good order and repair.

Lessee shall promptly notify Lessor of any necessary repairs and shall, if necessary to protect the leased premises from imminent damage, prior to such notice, arrange for necessary emergency repairs. Payment for emergency repairs shall be the responsibility of Lessor.

REPAIR BY LESSOR:

Lessor shall have no liability for failure to perform required maintenance and repair unless written notice of the needed maintenance or repair is given by Lessee and Lessor fails to commence efforts to remedy the problem in a reasonable time and manner. Repair of damage caused by negligent or intentional acts or breach of this Lease by Lessee, its employees, invitees, or licensees shall be at Lessee's expense.

LIEN CLAIMS AND LIABILITY:

Lessee shall not allow any liens to attach to the building or Lessee's interest in the premises as a result of any alterations or modifications done at Lessee's request, repairs or maintenance performed for which Lessor is not responsible, or obligations or judgments of Lessee unrelated to the premises. Any

labor or materials provided or construction done by Lessee at Lessor's request shall be deemed to have been provided by Lessor who shall be solely responsible for any liens or judgments arising from such provision or construction.

PLACE OF PAYMENT AND NOTICE:

Any notice to which Lessee shall be entitled under this Lease shall be delivered or sent to Clackamas County Facilities Management, 1710 S Red Soils Court #200, Oregon City, OR 97045. Place of payment and notice for Lessor shall be mailed to Homestead Building LLC, PO Box 1172, Boring, OR 97009. Place for notices may be changed by written notice from the party changing address.

INDEMNIFICATION:

Lessee shall be responsible for insuring or self-insuring its personal property and trade fixtures located on the premises and any alterations or tenant improvements it has made to the premises. Neither Lessor nor Lessee shall be made liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement.

TOTAL OR PARTIAL DESTRUCTION:

Lessor agrees to insure the building on the premises against fire with extended coverage. So long as this provision does not invalidate or limit the extent of Lessor's coverage under such insurance policies, Lessor does hereby waive the right of subrogation against Lessee and Lessee's agents or employees under such fire insurance policy or policies. If the leased portion of the building on the premises which is the subject of this lease so insured shall be damaged by some cause covered by such insurance to the extent of less than thirty percent (30%) thereof, Lessor shall promptly remove all debris therefrom and repair and rebuild the same, restoring the premises in substantially the same condition in which it was previous to the destruction. If the structure shall be damaged more than thirty percent (30%), Lessor shall not be required to build but may do so at Lessor's option. Percentage of damage shall be determined by the fire insurance underwriter. If Lessor shall elect to rebuild and repair the premises in the last mentioned instance, Lessor shall give written notice of Lessor's intention to do so to Lessee within thirty (30) days of the date of the damage. If Lessor fails to give such notice within thirty (30) days, this Lease shall terminate. If the premises shall be damaged by some cause not covered by insurance and Lessor does not elect to rebuild or repair the premises within sixty (60) days from date of damage, Lessee may terminate this lease at Lessee's option. During any period of time during which the premises shall be unusable, rental shall abate entirely and if the operation of the business on the premises shall be impaired in part, rental shall abate during the terms of repairs or rebuilding proportionate to loss of use of the premises and said impairment of business. If the fire insurance premium rates shall increase in any way by reason of Lessee's activities on the premises, Lessee shall reimburse Lessor promptly for the cost of any premium in excess of the amount Lessor would have been required to pay for insurance had it not been for Lessee's activities or use and shall be added to the rent as charge against Lessee.

ASSIGNMENT AND SUBLETTING:

Lessee shall not have the right to assign this Lease without the written consent of Lessor.

No assignment shall relieve Lessee of its obligation to pay rent or perform other obligations required by this lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. Lessor shall not unreasonably withhold its consent to any assignment, or to subletting provided that subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the building for comparable space and the proposed lessee is compatible with Lessor's other lessees and Lessor's normal standards for the building. If Lessee proposes a subletting or assignment to which Lessor is required to consent under this paragraph, Lessor shall have the option of terminating this lease and dealing directly with the proposed sublessee or assignee, or any third party.

HOLDING OVER:

If Lessee shall hold over and remain in possession of said premises after expiration of this Lease without any written lease actually being made, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a tenancy which may be terminated at any time by Lessor upon sixty (60) days written notice to Lessee.

EMINENT DOMAIN:

If the entire premises or entire access shall be taken under power of eminent domain, this lease shall terminate, and Lessee shall immediately vacate said premises within ninety (90) days after receipt of notice of said termination, or earlier if directed by a court having jurisdiction. Lessee shall not participate in any award of damages or purchase price paid by the acquiring authority to Lessor for the building and premises and Lessee shall not be liable for any subsequent rent. If only a part of the premises or access shall be taken under eminent domain so that Lessee may continue to operate Lessee's business on substantially the scale on which such business was conducted prior to condemnation, rental shall be abated for the remaining portion of the term of this lease or extension thereof, proportionate to the loss of use of the premises by Lessee. In no event shall Lessee participate in any condemnation award or settlement.

WAIVER:

Any waiver of any breach of covenants herein contained to be kept and performed by Lessee or Lessor shall not be deemed or considered to be a continuing waiver, and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising any other rights as to any succeeding breach, either of the same condition or covenant or otherwise.

TERMINATION AND BREACH:

This Lease may be terminated by either party with ninety (90) days written notice.

If Lessee fails to pay any rental payment by the fifteenth (15th) day of the month in which it is due, Lessor may terminate this Lease by providing sixty (60) days written notice, with an opportunity to cure, to Lessee. Within sixty (60) days of receipt of said notice, Lessee shall either cure the default or vacate the premises.

If Lessee defaults in performing its obligations under this Lease, other than payment of rent, Lessor may make any payment or perform any obligation which Lessee has failed to perform after not less than ten (10) days written notice to Lessee of Lessor's intention to pursue this remedy (except in cases of

emergency, where no such prior notice shall be required), in which case Lessor shall be entitled to recover from Lessee upon demand all amounts so expended.

If Lessee breaches any covenants or conditions of this Lease, other than payment of rent, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessor claiming a default by Lessee and Lessor's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessee must commence correction within such period and thereafter diligently pursue the correction to completion), Lessor may terminate this Lease by sixty (60) days written notice thereof to Lessee, without waiver of any rights Lessor may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the premises.

If Lessor breaches any covenants or conditions of this Lease, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessee claiming a default by Lessor and Lessee's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessor must commence correction within such period and thereafter diligently pursue the correction to completion), Lessee may terminate this Lease by sixty (60) days written notice thereof to Lessor, without waiver of any rights Lessee may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the premises.

The rights and remedies specified in this section shall be non-exclusive. Either party's right to terminate this Lease for default as provided herein shall not be that party's sole remedy, and such party may exercise any other right or remedy provided in this Lease or otherwise available under applicable law.

SURRENDER:

On expiration or early termination of this Lease, Lessee shall deliver all keys to Lessor and surrender the premises clean and in the same condition as at the commencement of the term, subject only to reasonable wear and tear from ordinary use. Lessee shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Lessor may dispose of it in any manner without liability.

CONSTITUTIONAL 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 therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

WARRANT OF AUTHORITY:

Lessor warrants and represents that Lessor is the sole successor in interest to Richard Evans, that Lessor is the sole owner of the premises subject to this Lease, and that Lessor has full authority to execute this Lease and terminate the Evans Lease. The undersigned, Diane Evans, warrants and represents that she has full authority to sign on behalf of Lessor.

LESSEE

CLACKAMAS COUNTY BOARD
OF
COUNTY COMMISSIONERS by:

Jim Bernard, Chair

Mary Raethke, Recording Secretary

Marc Gonzales, Finance Director

Richard Swift, Director,
Health Housing and Human Services

Approved as to form:

Office of County Counsel

Date

LESSOR

HOMESTEAD BUILDING LLC
c/o DIANE EVANS, MANAGER
PO BOX 1172
BORING, OR 97009

82-5122616
Federal ID#

Authorized Signature

Printed Name

Date



DEPARTMENT OF FINANCE

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

June 28, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Lease by and between Oregon State University (OSU) Extension Service and
Clackamas County

Purpose/Outcomes	This is a two-year extension of the lease for the OSU Extension Building occupied by OSU Extension Service staff.
Fiscal Impact	Monthly rent of \$2,606.00, 2-year total revenue of \$31,272.00.
Funding Source	No County funds needed.
Duration	Effective July 1, 2018 and terminating on June 30, 2020
Previous Action	N/A
Strategic Plan Alliance	<ul style="list-style-type: none">• Honor, utilize, promote and invest in our natural resources• Build public trust through good government
Contact Person	Eli Seely, Facilities Management, 503-557-6425

BACKGROUND

The OSU Extension Service has operated out of their current building since June 1983. They are charged \$6 per square foot to recover the costs of maintaining and operating their buildings. This lease will cover the duration of their stay in their current space until construction of the new OSU Extension building is completed.

Due to the fact that the current lease will expire on June 30, 2018, the County may need to sign this Lease before OSU Extension Service. Facilities Management staff, in conjunction with County Counsel, will ensure that no changes are made to the original document after County signature by maintaining possession of the original document until it is signed by OSU Extension Service.

RECOMMENDATION

Staff recommends the Board approve the Lease agreement between Clackamas County and OSU Extension Service and that the Chair of the Board be authorized to execute the Lease.

Respectfully submitted,

Marc Gonzales
Finance Director

EXTENSION OF LEASE

LEASE TERM:

The Lease for property located at 200 Warner Milne Road, Oregon City, Oregon, effective July 1, 2017 through June 30, 2018, as executed between CLACKAMAS COUNTY, a political subdivision of the State of Oregon (Lessor), and OREGON STATE UNIVERSITY EXTENSION SERVICE (Lessee), is extended for a period of two (2) years, beginning July 1, 2018, and ending at midnight on June 30, 2020.

All other terms and conditions of the original Lease remain in full force and effect.

LESSOR

CLACKAMAS COUNTY BOARD
OF
COUNTY COMMISSIONERS by:

Jim Bernard, Chair

Mary Raethke, Recording Secretary

Marc Gonzales, Finance Director

Approved as to form:

Office of County Counsel

Date

LESSEE

OREGON STATE UNIVERSITY EXTENSION
SERVICE
200 Warner Milne Road
Oregon City, OR 97045

93-6001786

Federal ID#

Authorized Signature

Printed Name

Date



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with DePaul Industries Inc. for
Security Screening and Unarmed Security Services

Purpose /Outcomes	To provide On-call Security Screening and Unarmed Security Services for Clackamas County Departments such as Courthouse Facilities, Juvenile and Justice Courts.
Dollar Amount & Fiscal Impact	Total Maximum Contract not to exceed \$600,000.00.
Funding Source	Various depending on Department Request for Services
Duration	Through June 30, 2019
Strategic Plan Alignment	<ul style="list-style-type: none">• Build public trust through good government• Ensure safe, healthy and secure communities
Contact Person	Abigail Churchill, Procurement 503-742-5449

BACKGROUND:

To provide On-call Security Screening and Unarmed Security Services for Clackamas County facilities as needed. Scope of Work to be determined at time of Service and mutually agreed upon by County and Contractor.

This request has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board of County Commissioners of Clackamas County approve DePaul Industries Inc. for Security Screening and Unarmed Security Services for the Clackamas County Departments.

Respectfully submitted,

Abigail Churchill
Procurement and Contract Analyst

Placed on the agenda by Procurement **June 28, 2018**

DRAFT

Approval of Previous Business Meeting Minutes:

May 24, 2018

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, May 24, 2018 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

EXCUSED: Commissioner Martha Schrader

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. BOARD ACTION ITEM

Business & Community Services

1. Approval of a Fair Management Agreement between Clackamas County and the Clackamas County Fair Board.

Laura Zentner, Business & Community Services presented the staff report.

~Board Discussion~

Chair Bernard asked for a motion

MOTION:

Commissioner Humberston: I move we approve the Fair Management Agreement between Clackamas County and the Clackamas County Fair Board
Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

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

Chair Bernard and the Fair Board President Ted Kunze signed the agreement.

II. PRESENTATION

1. Presentation of May - Mental Health Awareness & Older Adults Month
Mary Rumbaugh, Behavioral Health presented the staff report and introduced Alisha Thompson to present the PowerPoint. Mary Rumbaugh then recognized the SuperHeart Hero Award winners and invited them to receive their award and take a photo with the Board.

III. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – Comments on mental health, transportation tolling and encouraged people to get involved.

IV. PUBLIC HEARINGS

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as Clackamas County Service District No. 1 for the next item.

Service District No. 1

1. Second Reading of **Ordinance No. 04-2018** Adopting and Ratifying Amendments to the WES Partnership IGA for CCSD No. 1. 1st reading was 5-10-18.

Chris Storey, Water Environment Services presented the staff report.

~Board Discussion~

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

MOTION:

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

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

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

Chair Bernard asked the Clerk to read the Ordinance by title only, then asked for a motion.

MOTION:

Commissioner Humberston: I move we Adopt Ordinance No. **04-2018** Adopting and Ratifying Amendments to the WES Partnership IGA for Clackamas County Service District No.1

Commissioner Savas: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

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

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

Tri-City Service District

2. Second Reading of **Ordinance No. 05-2018** Adopting and Ratifying Amendments to the WES Partnership Tri-City SD. 1st reading was 5-10-18.

Chris Storey, Water Environment Services presented the staff report.

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

MOTION:

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

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

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

Chair Bernard asked the Clerk to read the Ordinance by title only, then asked for a motion.

MOTION:

Commissioner Humberston: I move we Adopt Ordinance No. **05-2018** Adopting and Ratifying Amendments to the WES Partnership IGA for Tri-City Service District

Commissioner Savas: Second.

all those in favor/opposed:
Commissioner Humberston: Aye.
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

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

Surface Water Management Agency of Clackamas County

3. Second Reading of **Ordinance No. 06-2018** Adopting and Ratifying Amendments to the WES Partnership for SWMACC. 1st reading was 5-10-18.

Chris Storey, Water Environment Services presented the staff report.

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

MOTION:

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

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

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

Chair Bernard asked the Clerk to read the Ordinance by title only, then asked for a motion.

MOTION:

Commissioner Savas: I move we Adopt Ordinance No. **06-2018** Adopting and Ratifying Amendments to the WES Partnership IGA for Surface Water Management Agency of Clackamas County

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

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

V. BOARD DISCUSSION ITEMS

Chair Bernard announced the Board would recess as the Surface Water Management Agency and convene as Service District No.1 for the next item.

WATER ENVIRONMENT SERVICES

1. Board Order No. **2018-45** Adopting Findings and Amending the Master Sewer Revenue Bond Declaration of Clackamas County Service District No. 1

Chris Storey, Water Environment Services presented the staff report.

Chair Bernard asked for a motion

MOTION:

Commissioner Humberston: I move we approve the Board Order Adopting Findings and Amending the Master Sewer Revenue Bond Declaration for Clackamas County Service District No. 1.

Commissioner Savas: Second.

all those in favor/opposed:

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

Chair Bernard announced the Board will recess as the Service District No. 1 and convene as Water Environment Services for the next two items.

2. Board Order No. **2018-46** Effectuating Certain WES Partnership Agreement Provisions
Chris Storey, Water Environment Services presented the staff report.

Chair Bernard asked for a motion

MOTION:

Commissioner Humberston: I move we approve the Board Order Effectuating Certain WES Partnership Agreement Provisions.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

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

3. Board Order No. **2018-47** Accepting Substitution for Clackamas County Service District No. 1 with Respect to Certain Borrowings.

Chris Storey, Water Environment Services presented the staff report.

Chair Bernard asked for a motion

MOTION:

Commissioner Humberston: I move we approve the Board Order Accepting Substitution for Clackamas County Service District No. 1 with Respect to Certain Borrowings

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

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

Chair Bernard announced the Board would adjourn as Water Environment Services and reconvene as the Board of County Commissioners for the remainder of the meeting.

VI. CONSENT AGENDA

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

MOTION:

Commissioner Savas: I move we approve the consent agenda.

Commissioner Fischer: Second.

Commissioner Humberston had some comments on item B.1 and Commissioner Fischer gave brief remarks before being excused for another event.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

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

A. Health, Housing & Human Services

1. Approval of a Revenue Agreement with the State of Oregon, acting by and through its Oregon Health Authority for the Reproductive Health Program - *Health Centers*
2. Approval for Renewal of a Revenue Intergovernmental Agreement with Clackamas County Community Corrections, to Provide Behavioral Health Services to Community Corrections Consumers - *Health Centers*
3. Approval of a Professional, Technical, and Personal Services Contract with Cascadia Behavioral Healthcare, Inc. for Supported Employment Services for Health Share Medicaid Residents of Clackamas County – *Behavioral Health*
4. Approval of Amendment No. 2 to an Intergovernmental Agreement with the State of Oregon Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) – *Social Services*
5. Approval of Amendment No. 1 to an Intergovernmental Agreement with the State of Oregon Department of Consumer and Business Services, Oregon Insurance Division, Senior Health Insurance Benefits Assistance (SHIBA) - Senior Medicare Patrol (SMP) – *Social Services*
6. Approval of Amendment No. 2 to the Intergovernmental Agreement No.154433, with the State of Oregon Department of Human Services, Aging & People with Disabilities Division for the Provision of Services to Clackamas County Residents age 60 and over – *Social Services*
7. Approval Amendment No. 2 to the Intergovernmental Sub-recipient Agreement, with Canby Adult Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
8. Approval of Amendment No. 2 to the Agency Sub-recipient Agreement with Friends of the Estacada Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
9. Approval of Amendment No. 3 to the Intergovernmental Sub-recipient Agreement with Foothills Community Church/Molalla Adult Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
10. Approval of an Intergovernmental Sub-recipient Agreement, Amendment No. 2 with City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
11. Approval of Amendment No. 1 to an Agency Service Agreement with the Inn for Transitional Shelter & Host Home Services – *Social Services*
12. Approval of Amendment No. 2 to the Intergovernmental Sub-recipient Agreement with the City of Oregon City/Pioneer Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
13. Approval of Amendment No. 2 to the Intergovernmental Sub-recipient Agreement with City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
14. Approval of a Local Grant Agreement with Children’s Center for Child Abuse Medical Assessments – *Children, Youth & Families*

15. Approval of a Service Agreement with Rx Strategies Partnering with Clackamas County Health Centers Division for Third Party Administration of 340B Claims Management of Pharmacy Services - *Procurement*

B. Department of Transportation & Development

1. Resolution No. **2018-48** Recognizing the Preferred Bridge Location of the French Prairie Bicycle-Pedestrian-Emergency Access Bridge

C. Elected Officials

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

D. Tourism & Cultural Affairs

1. Approval of an Amendment to the Lease with Blackhawk, LLC for Clackamas County Tourism and Cultural Affairs Office Space

E. Disaster Management

1. Approval to Apply for FY 2018 Emergency Management Performance Grant between Clackamas County and the State of Oregon
2. Approval of an Intergovernmental Agreement between the City of Portland and Clackamas County for Purchase and Reimbursement Activities Related to the use of the FY 17 United States Department of Homeland Security's Urban Area Security Initiative (UASI) Grant Program
3. Approval of Intergovernmental Agreement between Clackamas County and the City of Lake Oswego for the activation of the Clackamas County Emergency Notification System
4. Approval of Research Service Agreement No. 26178 with University of Oregon
5. Approval of an Agreement with Everbridge, Inc. for the Purchase of an Emergency Community Notification System - *Procurement*

F. Community Corrections

1. Approval to Apply for a Grant Award with the US Department of Justice to Establish Alternatives to Incarceration for Individuals with Opioid Use Disorders

VII. DEVELOPMENT AGENCY

1. Approval of a Disposition Agreement with Bottling Group, LLC

VIII. WATER ENVIRONMENT SERVICES (WES)

(Service District No. 1)

1. Amendment No. 3 to the Contract Documents between Clackamas County Service District No. 1 and Brown and Caldwell for On-Call Surface Water Technical Services - *Procurement*
2. Amendment No. 3 to the Contract Documents between Clackamas County Service District No. 1 and Otak, Inc. for On-Call Surface Water Technical Services - *Procurement*
3. Amendment No. 3 to the Contract Documents between Clackamas County Service District No. 1 and Parametrix, Inc. for On-Call Surface Water Technical Services - *Procurement*

4. Amendment No. 3 to the Contract Documents between Clackamas County Service District No. 1 and Waterways Consulting, Inc. for On-Call Surface Water Technical Services - *Procurement*
5. Approval of a Public Improvement Contract between Clackamas County Service District No. 1 and Kennedy/Jenks Consultant, Inc. - *Procurement*
6. Amendment No. 3 to the Contract Documents between Surface Water Management Agency of Clackamas County and Brown and Caldwell for On-Call Surface Water Technical Services - *Procurement*
7. Amendment No. 3 to the Contract Documents between Surface Water Management Agency of Clackamas County and Otak, Inc. for On-Call Surface Water Technical Services - *Procurement*
8. Amendment No. 3 to the Contract Documents between Surface Water Management Agency of Clackamas County and Parametrix, Inc. for On-Call Surface Water Technical Services – *Procurement*
9. Amendment No. 3 to the Contract Documents between Surface Water Management Agency of Clackamas County and Waterways Consulting, Inc. for On-Call Surface Water Technical Services - *Procurement*
10. Approval of a Public Improvement Contract between Water Environment Services and Kennedy/Jenks Consultant, Inc. - *Procurement*
11. Approval of a Contract with Brown & Caldwell, Inc. for the WES Sanitary Sewer and Stormwater Rules and Standards Update - *Procurement*

IX. COUNTY ADMINISTRATOR UPDATE

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

X. COMMISSIONERS COMMUNICATION

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

Meeting Adjourned 11:31am



Clackamas County Sheriff's Office

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 1 to the Master Service Agreement with Fieldware LLC to provide inmate notification services for the renewal and reinstatement to the Clackamas County Sheriff's Office Master Agreement, and Ratifying Payment for Previously-Provided Services

Purpose / Outcome	Provides inmates of the Clackamas County Sheriff's Office notifications of court dates and appearances reducing failures to appear.
Fiscal Impact	<p>Total Contract Value over a five (5) year term \$168,321.50.</p> <p>Spend to date is \$51,321.50 (to include \$1,679.75 spent during the first three and a half months the initial contract term).</p> <p>Additional funds need to cover remaining months of FY 17/18 \$9,000.</p> <p>Fiscal Year 18/19 and 19/20 allocation of \$54,000 each for a total spend of \$108,000.</p> <p>Request to ratify amounts already paid or allocated to be paid total \$58,641.75 from FY16/17 through FY 17/18.</p>
Funding Source	216-1624-06932-431000
Duration	One (1) year contract with an additional four (4) one (1) year renewals.
Strategic Plan Alignment	CCSO is under-going the Strategic Planning at this time
Previous Board Action	None
Contact Person	Nancy Artmann, Sheriff's Administrative Service Manager, Sr. nartmann@clackamas.us , (503) 785-5012

"Working Together to Make a Difference"

BACKGROUND

On March 16, 2016, the County entered into a contract with Fieldware LLC for notification services to be provided to inmates of the Clackamas County Sheriff's Office. Fieldware LLC was directly sourced and contracted with for these services. The original expiration date was set for June 30, 2016; however, subsequent renewals were never received resulting in the contract expiring after three and a half (3.5) months.

This Amendment No. 1 reinstates the Master Agreement and exercises the remaining renewals proving a new expiration date of June 30, 2020. This Amendment also clarifies the fee structure; to clarify what the fees are; and how the progressive volume pricing is to be assessed.

This Amendment No. 1 also ratifies amounts paid for previous services provided since July 1, 2016, when the Master Agreement inadvertently was allowed to expire. The services provided to the County have been monitored and payments have been made at the agreed upon rates.

This Amendment No. 1 has been reviewed and approved by County Counsel.

RECOMMENDATION

Staff respectfully recommends the Board approve Amendment No. 1 with Fieldware LLC to provide inmate notification services and delegate authority to the Sheriff and or Undersheriff or designee to sign all documents necessary in the ongoing performance of this Master Agreement.

Respectfully Submitted,

Matt Ellington
Undersheriff

Placed on the _____ Agenda by the Procurement Division.

AMENDMENT #1

**TO THE CONTRACT DOCUMENTS WITH FIELDWARE, LLC FOR
ELECTRONIC COMMUNICATION SYSTEM FOR CRIMINAL DEFENDANTS**

This Amendment #1 is entered into between **Fieldware, LLC** (“Contractor”) and Clackamas County Clackamas, a political subdivision of the State of Oregon (“County”) shall become part of the Contract document entered into between the parties on March 16, 2016 (“Contract”).

The Purpose of the Amendment #1 is to make the following changes to the Contract:

- 1. Section 2.0 Compensation and Payment.** Section 2.0 of the Contract is hereby deleted in its entirety and replaced with the following:

The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed one hundred sixty-eight thousand, three hundred, twenty-one dollars, and fifty cents (**\$168,321.50**) during the contract Term, for providing the services required by this Agreement. Payments shall be made only in accordance with the fee schedule outlined in Exhibit 1, Section II, Paragraph A, as revised by this as Amendment #1, below.

Spent to date	\$ 51,321.50
Additional Funds to cover Fiscal Years 17/18	\$ 9,000.00
Fiscal Year 4 Allocation	\$ 54,000.00
Fiscal Year 5 Allocation	\$ 54,000.00
Total Amended Contract	\$ 168,321.50

- 2. Section 3.0 Term.** The Contract termination date is hereby changed from June 30, 2016, to **June 30, 2020**. The County and Contractor acknowledge that services have been performed after the termination date and desire to affirm and pay for such work pursuant to this Amendment. This Amendment is exercising the option to renew all four (4) additional one-year terms in this Amendment #1.
- 3. Exhibit 1 Statement of Work, Compensation and Payment.** Section II Compensation, Paragraph A Payment Basis of Exhibit 1, attached to the Contract and expressly incorporated therein, is hereby deleted in its entirety and replaced with the following:

1. Contractor shall be paid monthly on a fee-for-service basis in accordance with the following fee schedule:

Notification Type	Number of Total Notifications Per Month			
	1 to 1,499	1,500 to 4,999	5,000 to 8,499	> 8,500
Successful Notification Fee	\$1.50	\$1.10	\$1.05	\$1.00
Unsuccessful Notification Fee	\$0.25	\$0.25	\$0.25	\$0.25

Contractor uses progressive volume pricing based on the above fee schedule.

For Example: 1,525 successful notifications for a single month would be invoiced as follows:

1,499 successful notifications billed at \$1.50 each totaling \$2,248.50 for the month
26 successful notifications billed at \$1.10 each totaling \$28.60 for the month
Total month billing would be \$2,277.10. **End of example.**

2. Payment for services provided under this Agreement shall be subject to the provisions of ORS 293.462. Invoices shall be submitted to: Chris Hoy, chrishoy@clackamas.us, (503) 722-6774, 2206 Kaen Road, Oregon City, Oregon 97045.

3. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

4. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

5. For a court appointment OffenderLink makes a notification both five (5) days and one (1) day prior to the appointment date if the data record has been sent at least six (6) days prior. Even though a criminal defendant is contacted twice, Contractor considers this to be a single event and the County is only assessed a fee for the single notification. Since Contractor invoices the County monthly, the exception to this rule is when the first call and second call are placed in different months.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Fieldware, LLC
564 W. Randolph Street, Suite 200
Chicago, IL 60661

Clackamas County

Authorized Signature

Chair

Name, Title

Recording Secretary

Date

Date

1186398-97
Oregon Business Registry Number

Approved as to Form

FLLC/IL
Entity Type / State of Formation

County Counsel Date



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office for approval of an Amendment to the
Corizon Health Medical Services Contract

Purpose /Outcomes	Corizon Health Medical Services to provide certain health care services delivered to individuals in the custody and control of CCSO, Jail Division.
Dollar Amount & Fiscal Impact	The total calendar year for July 1, 2018-December 31, 2018 operating plan is \$1,822,851.
Funding Source	Clackamas County Sheriff's Office Operations Fund.
Safety Impact	The funds provide medical services to inmates in custody at the Clackamas County Jail.
Duration	Effective upon signature; renewal contract period is July 1, 2018 through December 31, 2018.
Previous Board Action/Review	<i>Agreement has been approved annually since FY 2011-12.</i>
Contact Person	Nancy Artmann, Sheriff's Finance Manager - Office 503-785-5012
Contract No.	Third Amendment, Renewal Agreement from July 1, 2018-December 31, 2018

BACKGROUND:

The Clackamas County Jail currently operates a medical clinic that contracts with an outside vendor, Corizon Health Medical Services. The Jail has been in contract with Corizon since FY 2011-12. In 2016, we had 70,003 medical clinic contacts and 3,006 mental health contacts.

RECOMMENDATION:

Staff recommends that the Board of Commissioners of Clackamas County approve Amendment #3 to the Corizon Health Medical Services contract and authorizes Craig Roberts, Sheriff to sign on behalf of Clackamas County.

This Amendment #3 has been reviewed and approved by County Counsel.

Respectfully submitted,

Craig Roberts, Sheriff
Clackamas County Sheriff's Office

Placed on the _____ agenda by Procurement.

THIRD AMENDMENT TO THE RENEWAL HEALTH SERVICES AGREEMENT

THIS THIRD AMENDMENT TO THE RENEWAL HEALTH SERVICES AGREEMENT (hereinafter the “Amendment”), is made and entered into this _____ day of _____, 2018, by and between Corizon Health, Inc. (hereinafter “Corizon” or “Contractor”) and Clackamas County, Oregon, acting by and through its Board of County Commissioners (hereinafter “County”). The County and Corizon shall be referred to collectively as the “Parties.”

WHEREAS, Parties entered into a Renewal Health Services Agreement on August 6, 2015 (hereinafter the “Agreement”), by which Corizon assumed the responsibilities for the provision of certain Health Care Services to be delivered to individuals in the custody and control of the County; and

WHEREAS, Parties entered into a First Amendment to the Agreement effective July 1, 2016 (the “First Amendment”); and

WHEREAS, Parties entered into a Second Amendment to the Agreement effective June 29, 2017 (the “Second Amendment”), and, County and Contractor desire to affirm the effectiveness and appropriateness of the Second Amendment; and

WHEREAS, Parties desire to further amend the Agreement to effectuate the following changes:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. This Amendment shall be effective on July 1, 2018. For the purposes of this Amendment, Contract Year 4 is defined as July 1, 2018 – December 31, 2018.
2. For Contract Year 4, the County hereby agrees to pay the Contractor **\$1,822,851.00**, payable in **six (6)** equal monthly installments of **\$303,808.50**.
3. In all other respects, the terms and conditions of the Agreement, as amended, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment (the Third Amendment to the Renewal Health Services Agreement) in their official capacity and with legal authority to do so. This Amendment may be executed in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

Corizon Health Inc.
103 Powell Court
Brentwood, TN 37027

Clackamas County Board of County
Commissioners by:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

Telephone

Approved as to Form:

545710-89
Oregon Business Registry #

County Counsel

FBC / Delaware
Entity Type / State of Formation

Date



Clackamas County Sheriff's Office

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contract with Vigilnet America, LLC
for Electronic Home Detention Service and Equipment

Purpose /Outcomes	This contract is for EHD Services and Equipment for Juvenile and Clackamas County Sheriff's Office.
Dollar Amount & Fiscal Impact	<i>\$105,000 annually, and not to exceed \$525,000 for the total contract compensation</i>
Funding Source	Sheriff's operations budget
Duration	Term of Contract from execution to June 30, 2023
Previous Board Action/Review	BI, Inc. 6/12/2013, Agreement has been consistently approved each fiscal year.
Strategic Plan Alignment	To ensure safe, healthy and secure communities.
Contact Person	Captain Lee Eby, CCSO-Jail Division

BACKGROUND:

The present Clackamas County Jail evolved from 9,000 square foot facility built in 1960 that housed approximately fifty (50) prisoners in a 100,000+ square foot facility that houses 491 beds for county inmates. The original county jail built at the Red Soils Site on Kaen Road was constructed in 1959 and opened in 1960. In 1981, the voters approved a construction bond to add onto the existing jail and make improvements to the support services and security systems of the jail and it was completed in 1983. In 1989, through discussion with the Department of Corrections and the Sheriff of Clackamas County, an agreement was reached to build the Oregon Department of Corrections Intake and Assessment Center on the Clackamas County Jail. Construction of the intake center was started in January 1990 and the intake center was opened on January 1991. The Intake Center was moved to another facility in 2002: This provided additional beds for County use. In 2006, through the Violent Offender Incarceration and Truth-in-Sentencing Grant allowed for construction of 7,500 square feet of booking cells and day room.

PROCUREMENT PROCESS:

This Contract is to purchase against the Washington County, (State of Oregon) Contract #BCC13-0650 for Electronic Home Detention Services and Equipment and a notice of intent to purchase was advertised in accordance with ORS and LCRB Rules on May 9, 2018. No comments were received by the time of closing on May 16, 2018.

The total contract amount is not to exceed \$105,000.00 annually with a total contract value of \$525,000.00

The project specifications require a contract expiration date of June 30, 2023.

"Working Together to Make a Difference"

2223 Kaen Road, Oregon City, OR 97045 • Tel 503-785-5000 • Fax 503-785-5190 • www.clackamas.us/sheriff

This Contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board of County Commissioners of Clackamas County approve Contract with Vigilnet America, LLC for the Clackamas County Sheriff's Office.

Respectfully submitted,

Craig Roberts, Clackamas County Sheriff

Placed on the _____ agenda by Procurement.



CLACKAMAS COUNTY GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this "Contract") is entered into between **Vigilnet America LLC** ("Contractor"), and Clackamas County, a political subdivisions of the State of Oregon ("County") for the purposes of providing technology based offender monitoring services with and without case management and victim services.

I. TERM

This Contract shall become effective on July 1, 2018 upon signature of both parties and shall remain in effect until **June 30, 2023**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract is to purchase against the Washington County (State of Oregon) Contract #BCC 13-0650 for technology based offender monitoring services with and without case management and victim services. The Scope of Work as described in Contract #BCC 13-0650, Washington County Contract for technology based offender monitoring services with and without case management and victim services is hereby incorporated by reference. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, and the mutually agreed upon Scope of Work hereby attached and incorporated by reference as **Exhibit "A."** Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

The County's Representative for this contract for each unit is:

Clackamas County Jail Representative
Lt. Steve Hoehensee, SteveHoh@clackamas.us

Clackamas County Juvenile Department Representative
Michelle Barrera, JIAC Manager, MichelleBar@clackamas.us

III. COMPENSATION

- 1. PAYMENT.** The County agrees to compensate the Contractor on a time and material basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed **one hundred five thousand dollars (\$105,000.00)** and the total Contract compensation shall not exceed **five hundred twenty-five thousand dollars (\$525,000.00)**.
- 2. TRAVEL EXPENSE REIMBURSEMENT.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 3. INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges

shall be billed monthly (unless a different payment period is outlined in Attachment A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.

Invoices shall be itemized per department unit and submitted separately to the County Representative below:

Clackamas County Jail Representative
Jill Gaschler, 2206 Kaen Road, Oregon City, OR 97045, or via email at JGaschler@clackamas.us

Clackamas County Juvenile Department Representative
Ed Jones, Administrative Services Manager, 2121 Kaen Road, Oregon City, OR 97045, or via email at EJones@clackamas.us

IV. CONTRACT PROVISIONS

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim

in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. HAZARD COMMUNICATION. Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

C. Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

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

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

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under

this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. **Performance Warranty.** Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. **Service Warranty.** Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and County's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

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

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not

renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

22. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

26. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with Multiple (Gladstone and Milwaukie) Cities

Purpose/ Outcomes	Clackamas County Juvenile Department will provide Diversion Panel services (including referral services, Diversion panel services and centralized juvenile records depository services) for at-risk youth who live within the city limits of Gladstone and the city limits of Milwaukie as part of the Clackamas County Juvenile Crime Prevention Plan.
Dollar Amount and Fiscal Impact	1. Gladstone and Milwaukie , Oregon will provide \$2,500 each through June 30, 2019. There are no general fund dollars required.
Funding Source	Gladstone, Oregon & Milwaukie, Oregon
Duration	Effective through June 30, 2019.
Previous Board Action	None
Strategic Plan Alignment	Provide targeted evaluation and rehabilitative services to youth so they can increase the competencies needed to transition to adulthood, live a crime free life, and be a contributing member of their community.
Contact Person	Lisa Krzmarzick, Administrative Services Supervisor, Juvenile Department, ext. 8788
Contract No.	N/A

BACKGROUND:

Previously signed by the Juvenile Director on behalf of the Board.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement renewal.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

**Renewal No 3 to the 2015-IGA
Between the County, through its Juvenile Department,
and the City of Gladstone
For Diversion Panel Services for At Risk Youth**

This Renewal No. 3, when signed by each party, as authorized by the original Intergovernmental Agreement dated May 26, 2015, will become part of the contract documents, superseding the original to the applicable extent indicated.

AGREEMENT FORM

- III A.1. Compensation - Fiscal year 2018-19 begins on July 1, 2018 and ends on June 30, 2019.
- III A.2. Compensation - CITY agrees to pay COUNTY \$2,500 for services in fiscal year 2018-2019.
- III B.1. COUNTY will bill CITY on or about July 1, 2018 for fiscal year 2018-19. Payment is due within 30 days of invoice.
- III B.2. CITY Payments shall be mailed to: Clackamas County Juvenile Dept, Attn: Lisa Krzmarzick, 2121 Kaen Road, Oregon City, OR 97045
- VII A. Term of Agreement - The term of this Agreement begins on July 1, 2018, and ends on June 30, 2019, and is effective upon signature of both parties.

CITY OF GLADSTONE

CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

By: 
Jeff Jolley
Chief of Police

By: _____
Jim Bernard
Chair

Approved by County Counsel

Jeffery Munns

Date: 5/9/18



COUNCIL RESOLUTION No. 53-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR YOUTH DIVERSION SERVICES.

WHEREAS, the City of Milwaukie and the Clackamas County Juvenile Department define a working relationship for the purpose of Clackamas County providing Diversion Panel services for at-risk youth who live within the City limits and are referred from the Clackamas County Juvenile Department; and

WHEREAS, the City of Milwaukie and the Clackamas County Juvenile Department through an Intergovernmental Agreement establish guidelines in submitting, assessing and determining cases eligible for the Diversion Panel; and

WHEREAS, the City of Milwaukie agrees to pay for the Diversion Panel services as outlined in the Agreement;

Now, Therefore, be it Resolved that the City Council of the City of Milwaukie, authorize execution of an Intergovernmental Agreement with Clackamas County Juvenile Department, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference.

Introduced and adopted by the City Council on 6/19/18.

This resolution is effective on 6/19/18.



Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC



Scott Stauffer, City Recorder

City Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY THROUGH THE
CLACKAMAS COUNTY JUVENILE DEPARTMENT
AND THE CITY OF MILWAUKIE, OREGON

I. Purpose

This agreement is entered into between Clackamas County (COUNTY), by and through its Juvenile Department, and the City of MILWAUKIE (CITY) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative working relationship for the purpose of COUNTY providing to CITY Diversion Panel services for at-risk youth who live within the CITY limits and are referred from the Clackamas County Juvenile Department to Diversion Panel services as part of the Clackamas County Juvenile Crime Prevention Plan.

II. Scope of Work and Cooperation

A. CITY agrees to the following obligations:

1. Permit COUNTY to determine, at its sole discretion, eligibility and referral to Diversion Panel services for at risk youth.
2. Make payment to COUNTY for services provided to eligible youth who live within CITY limits who have been referred by COUNTY to Diversion Panel services.

B. COUNTY agrees to the following obligations:

1. Determine youth eligibility and provide referral to Diversion Panel services for at risk youth who live within the CITY limits that have been identified for eligibility through criminal investigation reports received by the Clackamas County Juvenile Department.
2. Notify CITY of youth's eligibility and referral to Diversion Panel services.
3. Provide, or contract with subcontractors to provide, Diversion Panel services within the city.
4. Serve as a centralized depository for all records involving juvenile offenders referred for Diversion Panel services.
5. Provide liaison staff for communication and networking with CITY as required.

III. Compensation.

A. Compensation for Fiscal Year 2018-19

1. Fiscal year 2018-19 begins on July 1, 2018 and ends on June 30, 2019.
2. CITY agrees to pay COUNTY \$2,500 for services in fiscal year 2018-19.

B. Payments by CITY.

1. COUNTY will bill CITY on or about July 1, 2018 for fiscal year 2018-19. Payment is due within 30 days of invoice.
2. CITY payments shall be mailed to:
Clackamas County Juvenile Department
Attn: Lisa Krzmarzick, Administrative Services Supervisor
2121 Kaen Road, Oregon City, OR 97045

IV. Liaison Responsibility.

Chief Steve Bartol will act as liaison for CITY for this Agreement. Tanya Kramer will act as liaison for the COUNTY.

V. Special Requirements.

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 therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VI. Amendment

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

VII. Term of Agreement

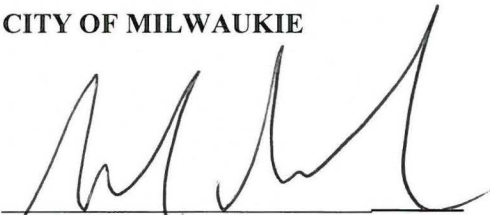
- A. Effective date and Term. The term of this Agreement begins on July 1, 2018, and ends on June 30, 2019, and is effective upon signature of both parties.
- B. Termination. This agreement is subject to termination by either party following thirty (30) days written notice to the other. Any termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

C. This Agreement can be renewed for up to four (4) additional one year terms with the written approval of both parties.

VIII. 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 provisions held to be invalid.

CITY OF MILWAUKIE



Mark Gamba, Mayor

6-19-18

Date

**CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS**

Jim Bernard, Chair

Date

Approved by County Counsel
Jeffery Munns

Date: 5/21/18



NANCY S. BUSH
DIRECTOR

DEPARTMENT OF DISASTER MANAGEMENT
COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD OREGON CITY, OR 97045

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement for the Lending of Fire Agency Personnel Within Clackamas County When Personnel Are Unable to Get to Their Normal Reporting Location

Purpose/Outcomes	Approval of IGA.
Dollar Amount and Fiscal Impact	If Clackamas County utilizes a stranded fire agency personnel beyond 12 hours, Clackamas County will be responsible for total reasonable and actual costs of borrowed personnel, including salary or hourly wages, overtime, and benefits.
Funding Source	Assigned by County Administrator during disaster or when needed
Duration	Continuous unless terminated
Previous Board Action	N/A
Strategic Plan Alignment	Ensure safe, healthy and secure communities.
Contact Person	Nancy Bush, Director, 503-655-8665
Contract No.	N/A

BACKGROUND:

This agreement was developed by Clackamas County Disaster Management and the Clackamas County Fire Defense Board (FDB). The agreement is limited to the lending and borrowing of fire agency personnel and would be utilized during a large disaster where transportation routes are impacted. Stranded workers from fire districts/agencies may report to the Clackamas County EOC to assist with the coordination of the disaster. The first 12 hours are covered by the lending fire district/agency. Any additional hours must be covered by Clackamas County.

County Counsel has reviewed and approved this IGA on June 16, 2018.

RECOMMENDATION:

Staff respectfully recommends the Board approve the IGA.

Respectfully submitted,

Nancy Bush, Director

**INTERGOVERNMENTAL AGREEMENT
FOR
THE LENDING OF FIRE AGENCY PERSONNEL WITHIN CLACKAMAS COUNTY
WHEN PERSONNEL ARE UNABLE TO GET TO THEIR NORMAL REPORTING
LOCATION**

This Intergovernmental Agreement (“Agreement”) is entered into, pursuant to Oregon Revised Statutes (ORS) 190.010 to 190.030, by and among county, cities, and fire districts within Clackamas County in Oregon who have signed this Agreement (herein collectively known as “Parties”).

RECITALS

WHEREAS, the Pacific Northwest is prone to natural hazards such as earthquakes, floods, wind, snow, and ice storms; and

WHEREAS, those hazards, when they occur, may cause a loss of power and communications, significantly damage or affect transportation routes, and leave Party agency Personnel stranded and unable to report to their normal work locations; and

WHEREAS, the Fire Agency Personnel of agencies comprising the Clackamas County Fire Defense Board, when stranded by hazard impacts, may be available to assist with emergency management activities in another agency EOC, Fire Station and/or coordination of non-immediately dangerous to life or health (IDLH) activities in the field for another agency; and

WHEREAS, ORS 190.010 to 190.030 authorize units of local government in the state of Oregon to enter into written agreements with any other unit or units of local government for the performance of any of all functions and activities that any of them has the authority to provide.

NOW, THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS

I. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to authorize, facilitate and establish conditions and provisions for the sharing of qualified Fire Agency Personnel amongst the Parties during emergencies where transportation routes are disrupted and Fire Agency Personnel are unable to report to their normal work locations.

II. DEFINITIONS

- A. Borrower/Borrowing Agency means a Party agency who accepts Emergency Assistance in the form of personnel from another Party agency, pursuant to the terms of this Agreement.
- B. Emergency includes, but is not limited to, a human-caused or natural event or other circumstance, such as an earthquake, flood, wind, snow, or ice storm, which prevents Fire Agency Personnel from reporting to their normal work locations.
- C. Emergency Assistance means Fire Agency Personnel assistance offered during an Emergency and accepted by a Borrowing Agency to assist in the response, relief and/or recovery efforts.
- D. Emergency Operations Center (EOC) is the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. In the context of this Agreement, an EOC includes support and coordination facilities such as emergency coordination centers (ECCs), department operations centers (DOCs), and fire operations centers (FOCs).
- E. Emergency Program Manager means the person appointed by a Party agency who is responsible for the organization, administration and operation of the emergency management agency within its jurisdiction.
- F. Fire Agency Personnel are qualified Party agency employees and qualified emergency service volunteers responsible for various activities occurring within an EOC, within a Fire Station, and/or in the field. Such Fire Agency Personnel assistance may include, but is not limited to: coordination of non-IDLH activities, communications, resource allocation and tracking, and information collection, analysis and dissemination. Fire Agency Personnel may be full-time, part-time, other qualified employees from the Party agency, or qualified emergency service volunteers of a Party agency.
- G. Fire Defense Board (FDB) the collaborative organization which provides a forum for the chiefs of the 14 fire agencies serving the County to coordinate fire services and policies.
- H. Lender/Lending Agency means a Party agency that provides Emergency Assistance in the form of Fire Agency Personnel to another Party agency, pursuant to the terms of this Agreement.
- I. National Incident Management System (NIMS) is a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together

seamlessly and manage incidents involving all threats and hazards – regardless of cause, size, location, or complexity – in order to reduce loss of life, property, and harm to the environment.

- J. Qualified Emergency Service Volunteer is an unpaid qualified individual registered to work with the emergency management program of one of the Parties of this Agreement to perform emergency service activities and who has passed a background-check or criminal records check by the Lending Agency and meets minimum EOC qualifications.

III. ADMINISTRATION

Clackamas County Disaster Management will serve as the administrator of this Agreement. The administrator will maintain copies of all signed Agreements and organize meetings of the Party Emergency Program Managers to implement tasks related to the administration and implementation of this Agreement, as outlined in Section V.B.i.

IV. PARTICIPATION IN THIS AGREEMENT

- A. Participation in this Agreement is voluntary and no Party is obligated under this Agreement to act either as a Borrowing or Lending Agency. Each Party shall decide on a case-by-case basis, in its sole discretion, whether it can, under the circumstances, lend or borrow Fire Agency Personnel. No Party shall be liable to another Party, or be considered to be in breach or default under this Agreement, on account of any refusal to lend or borrow Fire Agency Personnel, or any delay in or failure to perform any discretionary duties in this Agreement, except to make payment as specified in this Agreement.
- B. All counties, cities, inter-local agencies, regional governments, and special districts within Clackamas County in Oregon, are eligible to be a Party to this Agreement. Parties to this Agreement must sign the Agreement.

V. ROLES OF PARTY EMERGENCY PROGRAM MANAGERS

- A. Each Party agrees that its Emergency Program Manager or designee will serve as its representative in any meeting to address administration and implementation of this Agreement.
- B. The Fire Defense Board and Party agency Emergency Program Managers, or designees, together, shall:
 - i. Meet annually or as necessary to review and update this Agreement, develop and maintain procedures for Agreement implementation, and evaluate lessons learned from actual use of this Agreement.

- ii. Develop planning details associated with being a Borrower or Lender under the terms of this Agreement.

C. Each Party agency Emergency Program Manager, or designee, shall:

- i. Participate in any meetings convened to address administration and implementation of this Agreement.
- ii. Develop and maintain procedures necessary to implement this Agreement.
- iii. Maintain a current master copy of this Agreement, and a copy of all implementing policies, procedures, and other documentation.
- iv. Notify all Parties if their agency terminates its participation in this Agreement.

VI. FIRE AGENCY PERSONNEL

- A. Fire Agency Personnel must meet at least the minimum qualification standards established by the Party agency Emergency Program Managers and be willing to offer Emergency Assistance to another Party agency in order to participate in this program.
- B. Fire Agency Personnel are authorized to offer Emergency Assistance to other Party agencies (i.e., Borrowers) when requested to do so by a Borrowing Agency party when an Emergency prevents the Borrowing Agency's Fire Agency Personnel reporting to their normal work locations. Fire Agency Personnel will make every effort to report to their normal work locations before offering assistance to another Party agency.
- C. When reporting to a Borrowing Agency's EOC or other designated site, Fire Agency Personnel must request an assignment from a person authorized to assign and supervise personnel in that EOC or ask to be directed a person authorized to assign and supervise personnel in the Borrowing Agency's service area for field operations.
- D. The Borrowing Agency is not required to accept and assign reporting Fire Agency Personnel.
- E. Fire Agency Personnel acting under this Agreement shall remain subject to their respective employers' personnel, volunteer, and operations policies and will make appropriate efforts to advise their employers of their situation either directly or through the Borrowing Agency.

VII. NO EMPLOYMENT RELATIONSHIP

- A. Fire Agency Personnel of the Lender shall, at all times while performing Emergency Assistance or acting under the authority of this Agreement, continue to be employees or volunteers of the Lender and shall not be deemed to enter into any employment relationship with the Borrower for any purpose. Wages, hours, and other terms and conditions of employment of the Lender shall remain applicable to its Fire Agency Personnel who perform Emergency Assistance under this Agreement. Each Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. A Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation for any Borrowed Fire Agency Personnel under this Agreement. The costs associated with borrowed Fire Agency Personnel are subject to the reimbursement to the Lending Agency pursuant to the process outlined in Paragraph IX, Payment for Emergency Assistance. No business partnership or joint venture is established or contemplated between the Lender and Borrower Agencies in this Agreement. Borrower and Lender Agencies are merely Parties sharing authority and responsibilities pursuant to ORS 190.
- B. In no event shall a Lender or Borrower, or their officers, employees, agents, or representatives, be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, on behalf of or as agent for their respective employing agencies solely by virtue of this Agreement.
- C. Fire Agency Personnel responding under this Agreement shall remain under the administrative control of their respective employers (the Lender), but will be under the temporary supervision and operational control of the Borrower. Pursuant to Section XII of this Agreement, the Lender shall not be liable for any damages, liabilities, or costs. Fire Agency Personnel may decline to perform any assigned task if they judge such task to be unsafe. If the Borrower requests Lender's Fire Agency Personnel to supervise or direct activities while offering Emergency Assistance, such request shall not relieve the Borrower of any liability or responsibility under this Agreement and shall not create any Lender liability. .

VIII. DUTIES OF BORROWING AGENCY

- A. The Borrower is responsible for making arrangements, as necessary, to provide for the safety, housing, meals, and transportation to and from job/housing sites for loaned Fire Agency Personnel. The reasonable actual costs associated with such arrangements shall be borne by the Borrowing Agency.

- B. The Borrower is responsible for ensuring Fire Agency Personnel understand the scope of their assigned duties and for training them on the procedures of the Borrowing Agency.
- C. Unless otherwise agreed to with the Lender, the Borrower shall release Fire Agency Personnel providing Emergency Assistance as soon as conditions allow the Fire Agency Personnel to return to their normal work locations. The Borrower shall notify the Lender when the Lender's Fire Agency Personnel are released.

IX. PAYMENT FOR EMERGENCY ASSISTANCE

The Parties agree to the following terms:

- A. The Lender shall invoice the Borrower for the total reasonable and actual costs of providing loaned Fire Agency Personnel, including salary or hourly wages, overtime, and benefits. In addition, the Lender may invoice the Borrower for overhead for all time beyond the first 12 hours. All costs shall be consistent with the Lender's personnel policies and/or union contracts as applicable, or other conditions of employment. The Borrower and Lender may make other arrangements for payment if mutually agreed to.
- B. A Borrower shall pay a Lender for all reasonable and actual invoiced and itemized costs associated with Emergency Assistance provided by the Lender within sixty (60) days of receipt of the Lender's invoice. The Lender, in its sole discretion, may elect to extend the repayment deadline upon written request of the Borrower.
- C. Qualified emergency service volunteers, under this Agreement, are not paid and therefore the Lending Agencies hereby agree that they shall not charge the Borrowing Agencies for any volunteer wages or compensation.

X. TERMINATION

Any Party opting to terminate its participation in this Agreement shall provide written notice to the administrator of this agreement and to the Emergency Program Managers of the other Parties. Notice of termination becomes effective upon receipt by the other Parties. Any Party terminating its participation remains liable for all obligations incurred during its period of participation, until the obligation is satisfied.

XI. RECORD KEEPING

Time sheets and/or daily logs showing hours worked by Fire Agency Personnel responding under this Agreement will be recorded on a shift-by-shift basis and shall be provided to the Borrower upon request. Under all circumstances, the Borrower remains

responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement from third parties.

XII. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. **INDEMNIFICATION.** Except as provided in Paragraph B below and at all times subject to the applicable tort claims limitations in the Oregon Constitution and the Oregon Tort Claims Act to the fullest extent permitted by applicable law, the Borrower releases and shall indemnify, hold harmless and defend each Lender responding to the indemnifying Borrower's request and its officers, employees, volunteers, and agents from and against any and all claim, loss, harm, liability, damage, cost, or expense, including costs of defense, claims, judgments, or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing requested Emergency Assistance to the Borrower, whether arising before, during or after Lending Agency's performance of the Emergency Assistance and whether suffered by any of the Parties or any other person or entity.

Subject at all times to the applicable tort claims limitations in the Oregon Constitution and the Oregon Tort Claims Act and to Section B below, the Borrower shall defend, save harmless and indemnify the Lender's Fire Agency Personnel for any claim, loss, harm, liability, damage, cost, or expense arising out of the Fire Agency Personnel's act or omission while performing emergency service activities for the Borrower. This protection is subject to additional provisions in Oregon state law, including but not limited to ORS 401.364.

- B. **ACTIVITIES IN BAD FAITH OR BEYOND SCOPE.** Notwithstanding anything to the contrary in this Agreement, no Party shall be required under this Agreement to indemnify, hold harmless and defend any other Party or Fire Agency Personnel from any claim, loss, harm, liability, damage, cost, or expense caused by, related to, or resulting from the activities of any Party's officers, employees, or agents acting in bad faith or performing activities beyond the scope of the duties assigned by the Borrower or a person granted supervisory authority by the Borrower or this Agreement.
- C. **LIABILITY FOR PARTICIPATION.** In the event of any liability, claim, demand, action or proceeding, or whatever kind or nature, arising from the rendering of Emergency Assistance through this Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each signatory to this Agreement whose only involvement in the transaction or occurrence, which is the subject of such claim, action, demand or proceeding, is the execution and approval of this Agreement.

XIII. WORKERS' COMPENSATION AND EMPLOYEE CLAIMS

- A. All Lender Fire Agency Personnel made available to a Borrower shall remain the general employees of the Lender while engaging in and carrying out duties, functions, or activities pursuant to this Agreement, and each Party shall remain fully responsible as the employer for all taxes, assessments, fees, premiums, wages, withholdings, worker's compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its employees. Likewise, each Party shall provide worker's compensation in compliance with statutory requirements of the state of Oregon.

XIV. NON-EXCLUSIVENESS AND OTHER AGREEMENTS

- A. This Agreement is not intended to be exclusive among the Parties. Any Party may enter into separate Emergency Assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under this Agreement.
- B. Other agreements for Emergency Assistance between any Parties are unaffected by this Agreement and remain in effect until separately terminated. When another agreement exists at the time a request for Emergency Assistance is made, the Borrower and Lender should be clear about the agreement under which the request is being made and by which the assistance costs will be paid.

XV. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Parties or to impose any partnership obligation or liability upon any Party. Further, no Party shall be considered an agent of any other Party or otherwise have authority to bind any other Party.

XVI. NO THIRD PARTY BENEFICIARY

Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Agreement shall not confer any right or remedy upon any person other than the Parties. This Agreement shall not release or discharge any obligation or liability of any third party to any Party.

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement, though other existing agreements of the Parties may take precedence over certain concepts outlined in this Agreement.

XVIII. SUCCESSORS AND ASSIGNS

This Agreement is not transferable or assignable, in whole or in part, and any Party may terminate its participation in this Agreement subject to Article X.

XIX. TORT CLAIMS

Notwithstanding anything to the contrary herein, this Agreement does not waive any tort claim protections or limitations provided under the Oregon Tort Claims Act or the Oregon Constitution or remove from any of the Parties any protection provided by applicable tort claims laws..

XX. WAIVER OF RIGHTS

Any waiver at any time by any Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

XXI. ADHERENCE TO LAW

Each Party shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.

XXII. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**IGA FOR THE SHARING OF FIRE AGENCY PERSONNEL WITHIN CLACKAMAS
COUNTY WHEN PERSONNEL ARE UNABLE TO GET TO THEIR NORMAL
REPORTING LOCATION
SIGNATURE PAGE**

In Witness Whereof, the Public Entity Clackamas County (Party) has caused this Agreement to be executed by its duly authorized representatives as of the date of their signatures below:

Signature of Officer	Date	Officer's Title
On file	6/16/18	Staff Attorney
Signature of Counsel	Date	Counsel's Title

Name and title of primary Contact
 Representative: Nancy Bush, Director
 2200 Kaen Road
 Address: Oregon City, OR 97045

 Phone: 503-655-8665 Email: nbush@clackamas.us

Name and title of alternate Contact
 Representative: Jamie Poole, Outreach and Technology Coordinator

 Phone: 503-655-8838 Email: jpoole@clackamas.us

1. Mail the original signed **IGA Signature Page** (this page - actual hard copy page) to:
 Outreach and Technology Coordinator – Jamie Poole
 Clackamas County Disaster Management
 2200 Kaen Road, Oregon City, OR 97045
 E-mail: jpoole@clackamas.us
 Telephone: (503) 655-8838
2. Retain a second original signed **IGA Signature Page** for your records.



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Bridges to Change, Inc. for the
Transitional Housing and Mentors**

Purpose/Outcomes	Transitional Housing and Mentoring Services for Community Corrections Clients
Dollar Amount and Fiscal Impact	The maximum contract value is \$5,599,760
Funding Source	State CCA Grant-in-Aid and General Fund
Duration	The contract will terminate on June 30, 2023
Strategic Plan Alignment	Ensure Safe, Healthy and Secure Communities.
Contact Person	Capt. Jenna Morrison, Director, Community Corrections – 503-655-8725

BACKGROUND

Bridges to Change has provided transitional housing and mentoring services to offenders releasing from custody into the community for Clackamas County Community Corrections since 2006. This program started with 28 beds and 2.0 mentors providing services to clients on post-prison supervision. The program now provides 41 beds and 5.0 mentors serving clients releasing from prison, 2.0 mentors for those in the Corrections Substance Abuse Program (CSAP), 20 beds, 2.5 mentors and 1.0 case manager for clients with mental health diagnoses, and 2.0 mentors working with clients at the Transition Center.

PROCUREMENT PROCESS:

This project advertised in accordance with ORS and LCRB Rules on April 24, 2018. Proposals were opened on May 14, 2018. One proposal was received and notice of intent to award after a full evaluation of the received Proposal was publicly posted on May 21, 2018.

County Counsel has reviewed and approved this contract.

RECOMMENDATION:

Staff recommends the Board approve and sign the contract for Transitional Housing and Mentors with Bridges to Change, Inc.

Respectfully submitted,

Captain Jenna Morrison, Director
Clackamas County Community Corrections

Placed on the _____ Agenda by the Purchasing Division



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Bridges to Change, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of Clackamas County Community Corrections.

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective July 1, 2018 and upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2023. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. This Contract covers the Scope of Work as described in RFP #2018-32 Transitional Housing and Mentors, issued April 24, 2018, attached and hereby incorporated by reference as Exhibit "A." This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit "A", the Contractor's Proposal attached and hereby incorporated by reference as Exhibit "B", the Scope of Services attached and hereby incorporated by reference as Exhibit "C", and Work shall be performed in accordance with a schedule approved by the County.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed one million fifty-four thousand seven hundred forty dollars (\$1,054,740.00) per annual fiscal year (July 1-June 30th) and total contract value not to exceed five million five hundred thousand ninety-nine thousand seven hundred sixty dollars (\$5,599,760.00) over the maximum term of the Contract for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Article III.

4. Travel and Other Expense. Authorized: [] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, and C.

6. Contractor Data.

Name: Bridges to Change, Inc.
Address: 7916 SE Foster Road, Suite 201, Portland, OR 97206
Contractor Contract Administrator: Monta Knudson
Phone No.: 971-386-3385
Email: monta@bridgestochanges.com
MWESB Certification: [] DBE # [] MBE # [] WBE # [] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Article IV**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
12. **NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal

delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of

this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections

20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the

nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by its breach of its data security or confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Bridges to Change, Inc.

Clackamas County:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

Telephone/Fax Number

Approved as to Form:

Oregon Business Registry #

County Counsel

Entity Type / State of Formation

Date

**ARTICLE III
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

SCOPE OF WORK

Contractor shall provide Transitional Housing and Mentor services as specified in Exhibits A, B and C hereby attached and incorporated by reference.

The County Contract administrator for this Contract is: Kelly Kuklenski.

CONSIDERATION

- a. Consideration Rates – Fixed rate as mutually agreed upon in Exhibit C.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **one million fifty-four thousand seven hundred forty dollars (\$1,054,740.00)** per annual fiscal year (July 1-June 30th) and total contract value not to exceed **five million five hundred thousand ninety-nine thousand seven hundred sixty dollars (\$5,599,760.00)** over the maximum term of the Contract. Invoices shall be submitted to: Nora Jones, 1024 Main Street, Oregon City, OR 97045, or via email at NoraJon@clackamas.us.
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**ARTICLE IV
INSURANCE**

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

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

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

3. Required by County Not required by County

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

4. Required by County Not required by County

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

5. Required by County Not required by County

Workers Compensation insurance with a combined single limit, or the equivalent, not less than \$500,000 per occurrence.

6. Required by County Not required by County

Sexual Molestation/Abuse insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000.

7. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

8. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

ARTICLE V
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

EXHIBIT A
RFP #2018-32

EXHIBIT B
Contractor Response

EXHIBIT C
Mutually Agreed Upon Scope of Work

1. Bridges to Change, Inc (“BTC”) will provide 24-hour coverage to all special programs as mutually agreed upon by County and Contractor. BTC will provide coverage in the absence of housing staff and communicate a plan to Community Corrections in within 48 hours in a collaborative effort to assure coverage. Only a plan that is mutually agreed upon in writing with Clackamas County Community Corrections (“CCCC”) may be utilized for any change to staffing or execution of this contract.
2. In the event that a contracted position becomes vacant, BTC will notify CCCC and communicate a plan to Community Corrections in within 48 hours in a collaborative effort to assure coverage. Only a plan that is mutually agreed upon in writing with Clackamas County Community Corrections (“CCCC”) may be utilized for any change to staffing or execution of this contract.
3. CCCC agrees to allow a one-time per fiscal year increase effective July 1st for administrative costs in accordance to the Consumer Price Index (“CPI”) Portland, not to exceed 3% per each fiscal year.
4. CCCC reserves the right to audit all invoices per each housing facility and BTC will provide quarterly reconciliation of insurance paid benefits. Accounting and revenue received from insurance billings will be deducted from the total contract expense and reflected as a credit on the current invoice.
5. Provider shall abide by the conditions and expectations of the Prison Rape Elimination Act (PREA). This includes the development of a PREA policy that captures:
 - a. clear definitions of what constitutes a violation of PREA;
 - b. client orientation/education;
 - c. client and staff reporting procedures;
 - d. critical incident reporting and investigation criteria; and
 - e. training of agency staff.

Provider shall not employ individuals who have criminally or administratively been found to have engaged in sexual misconduct or sexual abuse in a secure setting. Provider shall check sexual offense registries as part of hiring procedures. CCCC considers all PREA incidents as critical incidents. Provider is required to contact the CCCC Director immediately when an incident has been brought to any staff member’s attention.

6. Haven House Staff Scheduled Hours required:
Monday-Friday 8:30am-5:00pm
Wednesday-Sunday 12:30pm-9:00pm
House Manager will be on location during any hours not covered by mentor(s) to provide 24-hour coverage
7. Serenity House Staff Scheduled Hours Required:
Monday-Friday 8:30am-5pm (split time with Transition Center)
Case Manager will be at house any hours not covered by mentor to provide 24-hour coverage
8. Per bed costs (not including assigned staff):

County owned property costs for 2018/2019:
\$196.79/month; \$2,361.50/year
BTC owned property:
\$467/month; \$5,604/year

CCCC agrees to allow a one-time per fiscal year increase effective July 1st for housing facility costs in accordance to the Consumer Price Index Portland, not to exceed 3% per each fiscal year.

Clackamas County FY 18/19	Per Invoice	Monthly	Annual
Transitional Housing	19,238.00	19,238.00	230,856.00
Mentors 5.0 FTE	26,095.00	26,095.00	313,140.00
Client Progress Database	67.50	67.50	810.00
	45,400.50	45,400.50	544,806.00
Haven House - 12 beds	2,361.50	2,361.50	28,338.00
Men's Mental Health Mentor 1.0 FTE	5,219.00	5,219.00	62,628.00
Men's Swing Shift Mental Health Mentor 1.0 FTE	5,219.00	5,219.00	62,628.00
	12,799.50	12,799.50	153,594.00
Serenity House - 8 beds	3,736.00	3,736.00	44,832.00
Women's Mental Health Mentor 0.5 FTE	2,609.00	2,609.00	31,308.00
Onsite Case Manager	5,084.00	5,084.00	61,008.00
	11,429.00	11,429.00	137,148.00
Transition Center - 1.5 FTE Mentors	7,828.00	7,828.00	93,936.00
	7,828.00	7,828.00	93,936.00
CSAP 2.0 FTE Mentors	10,438.00	10,438.00	125,256.00
	10,438.00	10,438.00	125,256.00
Total	87,895.00	87,895.00	1,054,740.00



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with CODA Inc. to Provide Alcohol & Drug Assessments
Of Community Corrections' Clients at the Transition Center**

Purpose/Outcomes	Alcohol & Drug Assessment for Community Corrections Clients
Dollar Amount and Fiscal Impact	The maximum contract value is \$400,340
Funding Source	State CCA Grant-in-Aid and General Fund
Duration	The contract will terminate on June 30, 2023
Strategic Plan Alignment	Ensure Safe, Healthy and Secure Communities.
Contact Person	Capt. Jenna Morrison, Director, Community Corrections – 503-655-8725

BACKGROUND

Community Corrections has worked with CODA, Inc. to provide Alcohol & Drug Assessments at the Transition center to facilitate development of patient care plans by engaging individuals recently released from incarceration and who are identified as likely to benefit from treatment for a substance abuse disorder. One In-Reach Coordinator will initiate admission and coordinate with CODA programs to facilitate transition into treatment. Emphasis is on timely and low barrier admission to CODA programs, active communication and coordination with community partners, engagement of patients in early recovery, and utilization of medication-assisted treatment strategies where indicated.

PROCUREMENT PROCESS:

This project advertised in accordance with ORS an LCRB Rules on April 24, 2018. Proposals were opened on May 14, 2018. One proposal was received and notice of intent to award after a full evaluation of the received Proposal was publicly posted on May 21, 2018.

County Counsel has reviewed and approved this contract.

RECOMMENDATION:

Staff recommends the Board approve and sign the contract for Alcohol and Drug Assessments at the Transition Center with CODA, Inc.

Respectfully submitted,

Captain Jenna Morrison, Director
Clackamas County Community Corrections

Placed on the _____ Agenda by the Purchasing Division



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between CODA, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of Clackamas County Community Corrections.

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective July 1, 2018 upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2019, with four annual one year renewals, contingent upon County funding and mutual agreement of parties. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. This Contract covers the Scope of Work as described in RFP #2018-37 Alcohol and Drug Assessments at the Transition Center, issued April 24, 2018, attached and hereby incorporated by reference as Exhibit "A." This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit "A", the Contractor's Proposal attached and hereby incorporated by reference as Exhibit "B", the Scope Services attached and hereby incorporated by reference as Exhibit "C", and Work shall be performed in accordance with a schedule approved by the County.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed a fiscal year total maximum sum of seventy-five thousand four hundred and five dollars (\$75,405.00), with a total maximum sum of four hundred thousand three hundred forty dollars (\$400,340.00) over the maximum term of the contract including any one-year renewals, for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Travel and Other Expense. Authorized: [] Yes [X] No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, and C.

6. Contractor Data.

Name: CODA, Inc.

Address: 1027 E. Burnside Street, Portland, OR 97214

Contractor Contract Administrator: Deborah Cushman

Phone No.: 971-865-2840

Email: deborahcushman@codainc.org

MWESB Certification: [] DBE # [] MBE # [] WBE # [] ESB #

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Contract.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor’s surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor’s employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee’s wages to provide such services.
- 5. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- 6. GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this

Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Article V)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Article IV**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict

with law are deemed inoperative to that extent.

- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work

multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.

(C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including

any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by its breach of its data security or confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

CODA, Inc.
1027 E. Burnside Street
Portland OR 97214

Clackamas County:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

Telephone/Fax Number

Approved as to Form:

Oregon Business Registry #

County Counsel

Entity Type / State of Formation

Date

**ARTICLE III
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

SCOPE OF WORK

Contractor shall provide Alcohol and Drug Assessments at the Transition Center as further described in Exhibits A, B and C hereby attached and incorporated by reference.

The County Contract administrator for this Contract is: Eric Anderson.

CONSIDERATION

- a. Consideration Rates – Time &Material as further described in Exhibit C, here by attached and incorporated by reference.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed a fiscal year total maximum sum of **seventy-five thousand four hundred and five dollars (\$75,405.00)**, with a total maximum sum of **four hundred thousand three hundred forty dollars (\$400,340.00)** over the maximum term of the contract including any one-year renewals. Invoices shall be submitted to: Nora Jones, 1024 Main Street, Oregon City, OR 97045, or via email at NoraJon@clackamas.us.
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**ARTICLE IV
INSURANCE**

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

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

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

3. Required by County Not required by County

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

4. Required by County Not required by County

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

5. Required by County Not required by County

Workers Compensation insurance with a combined single limit, or the equivalent, not less than \$500,000 per occurrence.

6. Required by County Not required by County

Sexual Molestation/Abuse insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000.

7. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

8. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

ARTICLE V
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

EXHIBIT A
RFP #2018-37 ALCOHOL AND DRUG ASSESSMENTS AT THE TRANSITION CENTER

**EXHIBIT B
CONTRACTOR RESPONSE**

EXHIBIT C
MUTUALLY AGREED UPON SCOPE OF WORK

1. CODA, Inc. shall not have more than a total of 10 business days without coverage per fiscal year unless otherwise mutually agreed upon in writing by the County and CODA Inc.
2. In the event that a contracted position becomes vacant, CODA, Inc. will notify CCCC and communicate a plan to Community Corrections in within 48 hours in a collaborative effort to assure coverage. Only a plan that is mutually agreed upon in writing with Clackamas County Community Corrections (“CCCC”) may be utilized for any change to staffing or execution of this contract.
3. CCCC agrees to allow a one-time per fiscal year increase effective July 1st for administrative costs in accordance to the Consumer Price Index Portland (“CPI”), not to exceed 3% per each fiscal year.
4. CODA, Inc. shall only utilize State Identification Numbers (SID) for identification purposes for any clients on all correspondence, reports or invoices for services.
5. Administrative costs not to exceed 10% of contracted amount, to support CODA resources dedicated to invoicing, contractual oversight, planning and development to be paid by Contractor and reimbursable under the contract at no Contractor markup.
6. Provider shall abide by the conditions and expectations of the Prison Rape Elimination Act (PREA). This includes the development of a PREA policy that captures:
 - a. clear definitions of what constitutes a violation of PREA;
 - b. client orientation/education;
 - c. client and staff reporting procedures;
 - d. critical incident reporting and investigation criteria; and
 - e. training of agency staff.

Provider shall not employ individuals who have criminally or administratively been found to have engaged in sexual misconduct or sexual abuse in a secure setting. Provider shall check sexual offense registries as part of hiring procedures. CCC considers all PREA incidents as critical incidents. Provider is required to contact the CCC Director immediately when an incident has been brought to any staff member’s attention.

**Fiscal Year 2019
July 1, 2018-June 30, 2019**

<u>Personnel Costs</u>	Hourly Rate	Salary per Person	Benefits/Taxes @ 28%	Total per Person	Total FTE
In-Reach Coordinator	22.00	45,936.00	12,862.08	58,798.08	58,798.08
Program Manager (.1 FTE)	29.00	60,552.00	16,954.56	77,506.56	7,750.66
Subtotal Staff Costs:		106,488.00	29,816.64	136,304.64	66,548.74
<u>Operating Costs</u>					
Training costs	500.00	500.00			
Technology equipment	1,500.00	1,500.00			
Subtotal Additional Budget Items:		2,000.00			
Total Direct Expense:		68,548.74			
<u>Administrative Costs (10% of overall costs)</u>					6,854.87
Total Budget Fiscal Year 2019					75,403.61



NORTH CLACKAMAS PARKS & RECREATION DISTRICT

Administration

Scott Archer, Director
North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of a Professional Services Contract between North Clackamas Parks and Recreation District and 2.ink Studio, P.C. for Milwaukie Bay Park Final Design Services

Purpose/Outcomes	An executed contract agreement to provide design services for the final phase—Phase Three—of the Milwaukie Bay Park Project in downtown Milwaukie.
Dollar Amount and Fiscal Impact	Contract amount is not to exceed \$166,038.
Funding Source	480-5441-07718-481180-82383
Duration	Through June 30, 2019
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government – Developing and maintaining partnerships with other government agencies • Build a strong infrastructure – Working together with City of Milwaukie to plan, engineer and construct a new community park. • To enrich community and vitality and promote healthy living through parks and recreation.
Contact Person	Scott Archer, <i>NCPRD Director</i> , 503-742-4421 Kathryn Krygier, <i>Planning & Development Manager</i> , 503-742-4358

BACKGROUND:

The North Clackamas Parks and Recreation District (“NCPRD”) requests the approval of a Professional Services Contract for Milwaukie Bay Park Final Design Services.

In the last 15 years, the park has been transformed from several underutilized properties into a scenic riverfront park that is a treasure for the community, but the cohesive vision for the Park has not been fully realized. A venue for outdoor concerts, areas for friends and families to gather, an interactive fountain, a restroom, completion of the Trolley Trail and a children’s play area are the primary features still left to be developed.

The park’s planned amenities for the full site aim to represent the core values of the community: promoting health and quality of life and creating new opportunities for fitness, recreation, social and civic engagement. Because full funding of the Master Plan million was not secured, civic leaders anticipated the park would be built in phases. At this time, the first two phases of the park, which include parking, a boat launch, a trail and a restroom, are complete. This scope of work will define the final phase of work.

North Clackamas Parks and Recreation District and the City of Milwaukie have been partners on this three-part park development project since its inception. For Phase Three, these agencies are partnering once again to bring the full scope of this project to fruition.

Concurrent with this project Milwaukie Bay Park Final Design Services, NCPRD will engage in a community engagement process to ensure that people throughout the District can learn about the park, be involved in the design process and provide meaningful input for the future.

PROCUREMENT PROCESS:

This project was requested by Kathryn Krygier. This project was advertised in accordance with ORS and LCRB Rules on March 8, 2018. On April 12, 2018, eight (8) proposals were received: Walker Macy L.L.C., Shapiro/Didway L.L.C., MIG, Inc., Mayer/Reed, Inc., Harper Houf Peterson Righellis, Inc., GreenWorks P.C., David Evans and Associates, Inc., and 2.ink Studio P.C. After initial evaluation of the proposals, the evaluation committee identified a competitive range and the top three candidates were invited for an interview and oral presentation. Final evaluations determined that 2.Ink Studio P.C., was the highest ranking proposer and could meet the needs of the District. The total contract amount is not to exceed \$166,038.00.

This agreement was reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners, acting as the governing body of the North Clackamas Parks and Recreation District, approve and execute the Contract between North Clackamas Parks and Recreation District and 2.Ink Studio P.C. for the Milwaukie Bay Park Final Design Services.

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District



PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this “Contract”) is entered into between **2.Ink Studio, P.C.** (“Contractor”), and North Clackamas Parks and Recreation District, a political subdivision of the State of Oregon (“District”).

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **January 31, 2019**. However, such expiration shall not extinguish or prejudice the District’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured. Work in this Contract will cover several phases of Final Design Services. Work will begin with Phase 1 and continue through project completion. Future work may include, but is not limited to preparation of construction documents, permitting services, and construction administration.

2. Scope of Work. Contractor will provide the following personal/professional services: **Milwaukie Bay Park – Final Design** (“Work”), further described in **Article A**.

3. Consideration. The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one hundred sixty-six thousand thirty-eight dollars (\$166,038.00)**, for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Article A.

4. Travel and Other Expense. Authorized: Yes No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, and D.

6. Contractor Data.

2. Ink Studio, P.C.

Address: 160 NE 6th Ave, Suite 200
Portland, Oregon 97232

Contractor Contract Administrator: Melinda Graham

Phone No.: 503-546-4645

Email: mgraham@2inkstudio.com

MWESB Certification: DBE # MBE # WBE # ESB #

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** District certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the District's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate District official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon District's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Article C)

At present, the Contractor certifies that he or she, if an individual is not a program, District or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Article IV.**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
12. **NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal

delivery, email, or mailing the same, postage prepaid, to the District at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of District. District and Contractor intend that such Work Product be deemed “work made for hire” of which District shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. District’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of

this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to District's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the District for convenience upon thirty (30) days' written notice to the Contractor; (B) District may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the District, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the District is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the District for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the District, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the District (or from applicable federal, state, or other sources) to permit the District in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, District may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the District, less previous amounts paid and any claim(s) which the District has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to District on demand. (B) In the event of termination pursuant to Sections

20(B)(ii) or 20(C), the District shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

**ARTICLE III.
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

SCOPE OF WORK

Contractor shall provide final design services for the Milwaukie Bay Park as outlined in the Request for Qualifications #2017-108 issued March 18, 2018, hereby attached as incorporated as **Exhibit A**; the Vendors Response hereby attached and incorporated as **Exhibit B**; the negotiated work plan hereby attached and incorporated by reference as **Exhibit C**; and the Rate Schedule hereby attached and incorporated as **Exhibit D**.

Work in this Contract will cover several phases of Final Design Services. Work will begin with Phase 1 and continue through project completion. Future work may include, but is not limited to preparation of construction documents, permitting services, and construction administration

The District Contract administrator for this Contract is: Kathryn Krygier and Heather Koch

CONSIDERATION

- a. Consideration Rates – Time and Material as described within **Exhibit D**.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$166,394.00. Invoices shall be submitted to: NCPRD, 150 Beaver Creek Road, Oregon City, Oregon 97045 or via email to kkrygier@ncprd.com or hkoch@ncprd.com.
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the District's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**ARTICLE IV.
INSURANCE**

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

1. Required by District of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by District Not required by District

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

3. Required by District Not required by District

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

4. Required by District Not required by District

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

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the District and Clackamas County, and their officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to District acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the District. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the District at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or purchasing@clackamas.us.

EXHIBIT A
RFQ #2017-108
Issued March 8, 2018

EXHIBIT B
VENDOR RESPONSE

EXHIBIT C
NEGOTIATED WORK PLAN

EXHIBIT D
RATE SCHEDULE



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Personal/Professional Services Contract
between Water Environment Services
and Portland Engineering, Inc. for Telemetry System Integrator of Record (SCADA) Support

Purpose/Outcomes	Execution of the contract between Water Environment Services and Portland Engineering, Inc. for Telemetry System Integrator of Record (SCADA) Support.
Dollar Amount and Fiscal Impact	Funding has been budgeted in the FY2018-19 budget and will carry over through FY2023-24 budget years. The agreement is for an amount not to exceed \$300,000 per year over a 5 year period. The total five year contract is for an amount not to exceed \$1,500,000.
Funding Source	631-01-25185-431340-W630432
Duration	Through June 30, 2023
Previous Board Action/Review	In 2012 the board approved a similar contract for SCADA Support Services.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project supports the Water Environment Services Strategic Plan to provide partner communities with reliable wastewater infrastructure to serve existing customers and support future growth. 2. This project supports Clackamas County's Strategic Plan of building a strong infrastructure that delivers services to customers.
Contact Person	Randy Rosane 503-742-4573

BACKGROUND:

Water Environment Services (“WES”) is in need of a qualified consultant to serve as the Districts Telemetry System Integrator of Record to support the remote monitoring and control systems that operate process systems with coded signals over communication channels. The system is a Supervisory Control And Data Acquisition system referred to as (“SCADA”).

Portland Engineering, Inc. (“PEI”) will be identified as the Districts Integrator of Record and will provide the Districts with control system on-call services and project-specific services related to the design, installation and operation, and maintenance, of the Districts’ instrumentation and SCADA systems. PEI will be required to negotiate individual scopes of work and budgets during the duration of the contract for either operational support as need for the SCADA system or for services pertaining to a specific project.

The System Integrator of Record shall be available as an on-call service provider and work with future capital project designers and contractors for design, design assistance, programming, installation, implementation and startup of Instrumentation, SCADA and Telemetry control systems.

PROCUREMENT PROCESS:

Proposals were requested to complete specific work. This project was advertised in accordance with ORS and LCRB Rules on April 3, 2018. On May 8, 2018, three (3) proposals were received: Jacobs, OCD Automation, and Portland Engineering, Inc. An Evaluation committee was assembled and after evaluation of the proposals, Portland Engineering, Inc. was determined to be the highest ranking qualified proposer that can meet the needs of the District. Contract value will be \$300,000.00 annually. The total contract amount for the five year contract is not to exceed \$1,500,000.00.

This contract was reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Contract between Water Environment Services and Portland Engineering, Inc. for Telemetry System Integrator of Record and SCADA Support for a total contract amount not to exceed \$1,500,000.00.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the _____ agenda by Procurement.



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Personal/Professional Services Contract
between Clackamas County Service District No. 1
and Portland Engineering, Inc. for Telemetry System Integrator of Record (SCADA) Support

Purpose/Outcomes	Execution of the contract between Clackamas County Service District No. 1 and Portland Engineering, Inc. for Telemetry System Integrator of Record (SCADA) Support.
Dollar Amount and Fiscal Impact	Funding has been budgeted in the FY2018-19 budget and will carry over through FY2023-24 budget years. The agreement is for an amount not to exceed \$300,000 per year over a 5 year period. The total five year contract is for an amount not to exceed \$1,500,000.
Funding Source	631-01-25185-431340-W630432
Duration	Through June 30, 2023
Previous Board Action/Review	In 2012 the board approved a similar contract for SCADA Support Services.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project supports the Water Environment Services Strategic Plan to provide partner communities with reliable wastewater infrastructure to serve existing customers and support future growth. 2. This project supports Clackamas County's Strategic Plan of building a strong infrastructure that delivers services to customers.
Contact Person	Randy Rosane 503-742-4573

BACKGROUND:

Clackamas County Service District No. 1 ("CCSD1") is in need of a qualified consultant to serve as the Districts Telemetry System Integrator of Record to support the remote monitoring and control systems that operate process systems with coded signals over communication channels. The system is a Supervisory Control And Data Acquisition system referred to as ("SCADA").

Portland Engineering, Inc. ("PEI") will be identified as the Districts Integrator of Record and will provide the Districts with control system on-call services and project-specific services related to the design, installation and operation, and maintenance, of the Districts' instrumentation and SCADA systems. PEI will be required to negotiate individual scopes of work and budgets during the duration of the contract for either operational support as need for the SCADA system or for services pertaining to a specific project.

The System Integrator of Record shall be available as an on-call service provider and work with future capital project designers and contractors for design, design assistance, programming, installation, implementation and startup of Instrumentation, SCADA and Telemetry control systems.

PROCUREMENT PROCESS:

Proposals were requested to complete specific work. This project was advertised in accordance with ORS and LCRB Rules on April 3, 2018. On May 8, 2018, three (3) proposals were received: Jacobs, OCD Automation, and Portland Engineering, Inc. An Evaluation committee was assembled and after evaluation of the proposals, Portland Engineering, Inc. was determined to be the highest ranking qualified proposer that can meet the needs of the District. Contract value will be \$300,000.00 annually. The total contract amount for the five year contract is not to exceed \$1,500,000.00.

This contract was reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, approve and execute the Contract between Water Environment Services and Portland Engineering, Inc. for Telemetry System Integrator of Record and SCADA Support for a total contract amount not to exceed \$1,500,000.00.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the _____ agenda by Procurement.



PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this “Contract”) is entered into between **Portland Engineering, Inc.** (“Contractor”), and Clackamas County Service District No. 1 (“CCSD#1”) and Water Environment Services (“WES”), both political subdivisions of the State of Oregon (“Districts”).

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2023**. However, such expiration shall not extinguish or prejudice the District’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: **Telemetry System Integrator of Record (SCADA) Support**, (“Work”), further described in **Article A**.

3. Consideration. The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed three hundred thousand dollars (\$300,000.00) per County fiscal year (July 1-June 30) for a Contract total not to exceed one million five hundred dollars (\$1,500,000.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Article A.

4. Travel and Other Expense. Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Articles A, B, C, D E, and F.

6. Contractor Data.

Portland Engineering, Inc.

Address: 2020 SE 7th Ave, Suite 200
Portland, Oregon 97214

Contractor Contract Administrator: Carl Serpa, PE

Phone No.: 503-256-7718

Email: cserpa@portlandengineers.com

MWESB Certification: DBE # MBE # WBE # ESB #

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** District certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the District's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate District official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon District's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Article C)

At present, the Contractor certifies that he or she, if an individual is not a program, District or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Article B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
12. **NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal

delivery, email, or mailing the same, postage prepaid, to the District at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of District. District and Contractor intend that such Work Product be deemed “work made for hire” of which District shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. District’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of

this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to District's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the District for convenience upon thirty (30) days' written notice to the Contractor; (B) District may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the District, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the District is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the District for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the District, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the District (or from applicable federal, state, or other sources) to permit the District in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, District may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the District, less previous amounts paid and any claim(s) which the District has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to District on demand. (B) In the event of termination pursuant to Sections

20(B)(ii) or 20(C), the District shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

**ARTICLE A
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

SCOPE OF WORK

Contractor shall provide Telemetry System Integrator of Record (SCADA) support. Work is further described in the Request for Proposal #2018-30 issued April 25, 2018 and inclusive of Addenda 1 and 2, hereby attached and incorporated by reference as **Article D**, and the vendors response hereby attached and incorporated by reference as **Article E**.

The District Contract administrator for this Contract is: Randy Rosane.

CONSIDERATION

- a. Consideration Rates –Time & Material \$55.00/hour for administrative services; \$130.00/hour for all other services further described in **Article F**.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$1,500,000.00** Invoices shall be submitted to: Water Environment Services, Attn: Randy Rosane, 150 Beaver Creek Road, Oregon City, Oregon 97045 or via email at randyros@clackamas.us.
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the District's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**ARTICLE B
INSURANCE**

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

1. Required by District of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by District Not required by District

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

3. Required by District Not required by District

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

4. Required by District Not required by District

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

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the District and Clackamas County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to District acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the District. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the District at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

ARTICLE C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the District to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the District; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

ARTICLE D
RFP #2018-30
Telemetry System Integrator of Record (SCADA) Support
Issued April 25, 2018



REQUEST FOR PROPOSALS #2018-30

FOR

Telemetry System Integrator of Record (SCADA) Support

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair
SONYA FISCHER, Commissioner
KEN HUMBERSTON, Commissioner
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner

Donald Krupp
County Administrator

George Marlton
Procurement Division Director

Brian Woodall
Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: April 25, 2018

TIME: 2:00 PM, Pacific Time

PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045

SCHEDULE

Request for Proposals Issued.....	April 3, 2018
Deadline to Submit Clarifying Questions.....	April 13 2018, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	April, 12, 2018, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	July 1, 2018

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SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Water Environment Services (“WES”), and Clackamas County Service District No. 1 (“CCSD #1”) through their Board of County Commissioners, will receive sealed Proposals per specifications until **2:00 PM, April 24, 2018** (“Closing”), to qualify as telemetry system integrators for the Districts. The District will enter into a five (5) year on-call contract with the most qualified proposer to serve as the Districts Telemetry System Integrator of Record (“SCADA”) Support. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work in July, 2018.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address.

Sealed Proposals may be emailed to procurement@clackamas.us or sent to Clackamas County at the above Kaen Road address

Contact Information

Procurement Process and Technical Questions: Brian Woodall
503-742-5453
bwoodall@co.clackamas.or.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any

other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all

protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between

the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Water Environment Services (“WES”), and Clackamas County Service District No. 1 (“CCSD #1”), collectively referred to as “Districts”, is seeking Proposals from consultants to qualify as telemetry system integrators for the District, The most qualified proposer will serve as the Districts Telemetry System Integrator of Record (SCADA).

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

The Districts’ telemetry and control system consists of five (5) Wastewater Treatment Plant facilities, twenty (20) Pumping Stations, (25) Flow Monitoring Stations and one (1) North Clackamas Park Regional Detention Facility.

The existing SCADA system includes operational control, monitoring and data logging for the Tri-City and Kellogg Creek Plants utilizing fiber optic communications for Remote Bases, PLCs and Servers.

In the future, it is the desire of the Districts to incorporate fiber optic communication to other assets, such as Treatment Facilities, Pumping Stations, Flow Monitoring Stations and a Regional Water Detention Facility. The desire is to have a similar level of operational control, monitoring and data logging at the two (2) main plants. Currently, data is collected manually and is not stored in the SCADA system archives.

The Tri-City WPCP runs two different processes, Conventional Activated Sludge (CAS) and Membrane Bioreactor (MBR). Both processes share a common SCADA system which consists of various types and ages of instrumentation, drives and PLCs.

The CAS side of the plant consists of Siemens S7-300 and S7-400 PLCs (one redundant S7400) utilizing Siemens 505 series and Siemens S7-300 style I/O mounted in remote racks.

The MBR side of the plant consists of Siemens S7-200, S7-300 and S7-400 PLCs (three redundant S7-400s) utilizing Siemens S7-200 and S7-300 style I/O. There is a redundant Allen Bradley PLC, which runs the MBR process and utilizes Allen Bradley I/O. The Process and Air Scour Blowers are also controlled by Allen Bradley PLCs, utilizing Allen Bradley I/O.

The Fiber Optic system consists of running Profibus from Remote Bases to PLCs and Ethernet from PLCs to Servers. There are also Fiber Optic cables connecting the Tri-City, Kellogg Creek and Hoodland Treatment Plants.

The Servers located at the Tri-City Plant consist of I/O, INSQL, Application, Auto Dialer and a PDC Server. The Plant is manned eight (8) hours per day and seven (7) days per week and relies on two (2) auto dialers for notification of an alarm during the off hours. The HMI application is Wonderware InTouch version 10.1. There are various Operator Work Stations and Development Work Stations located in the plant.

The Kellogg Creek WPCP runs a Conventional Activated Sludge (CAS) process and has a SCADA system, which consists of various types and ages of instrumentation and drives.

The PLCs consist of Siemens S7-300 and S7-400 PLCs utilizing Siemens 505 series and Siemens S7-300 style I/O mounted in remote racks.

The Fiber Optic system consists of running Profibus from Remote Bases to PLCs and Ethernet from PLCs to Servers.

The Servers located at the Kellogg Creek Plant consist of I/O, INSQL, Application and Auto Dialer. The Plant is manned eight (8) hours per day and seven (7) days per week and relies on two (2) auto dialers for notification of an alarm during the off hours. The HMI application is Wonderware InTouch version 10.1. There are various Operator Work Stations and Development Work Stations located in the plant.

The Hoodland Sewage Treatment Facility is a small Rotating Biological Contactor (“RBC”) Plant. There is with some automation but no SCADA system. The Plant is manned eight (8) hours per day, seven (7) days per week and relies on one (1) auto dialer for notification of an alarm during the off hours.

The Boring Sewage Treatment Facility is a small Lagoon system. There is some automation but no SCADA system. The plant is not manned and is tested on a regular basis. Currently Fiber Optic cables are not available at the site. If they do become available, a decision will be made at that time whether or not to automate.

Fischer’s Forest Park Water Pollution Control Facility consists of a recirculation structure and disposal lift station system. There is some automation but no SCADA system. Currently Fiber Optic cables are not available at the site. If they do become available, a decision will be made at that time whether or not to automate.

Remote Pumping Stations: Approximately half of the Pumping Stations are controlled by PLCs (mostly Siemens); some stations also have HMI touch panels utilizing Wonderware InTouch and Siemens software. The rest are controlled by float switches and bubbler systems. The telemetry system consists of one (1) master and approximately twenty (20) remote sites. Currently there is a project underway to replace the existing Telemetry System with one (1) master controller and twenty (20) remote sites. Each site will consist of a PLC, radio modem and radio. The master will provide information to the HMI workstation and alarms will be sent out by the means of an auto dialer. Currently Fiber Optic cables are not available at any sites. If they do become available, a decision will be made at that time to automate or not.

The Flow Monitoring Stations monitor the sewage conveyance systems and stream flows. They consist of various types of instruments such as flow, temp and pH. Data is manually collected at each station. There is no SCADA system or automation. Currently Fiber Optic cables are not available at any sites. If they do become available, a decision will be made at that time whether or not to automate.

The North Clackamas Park Regional Detention Facility: The purpose of this facility is to reduce flooding to the area without causing negative impacts to upstream and downstream properties. The system is controlled with a PLC and has a float system for redundant backup. There is some automation but no SCADA system. Currently Fiber Optic cables are not available at this site. If they do become available, a decision will be made at that time whether or not to automate.

4. AVAILABLE INFORMATION

SCADA/Telemetry Development Plan June 30, 2014 – Exhibit “A”

3.3. SCOPE OF SERVICES AND SCHEDULE

The selected firms or consultants that meet the qualifications, will be authorized to propose or serve as sub-consultants on District projects relating to the design and installation, of the instrumentation and SCADA systems. The single most qualified proposer will be identified as the Districts Integrator of Record and will provide the Districts with control system on-call services and project-specific services related to the design, installation and operation and maintenance of the Districts' instrumentation and SCADA systems. However, the System Integrator will be required to negotiate individual scopes of work and budgets during the duration of the contract for either operational support as needed for the SCADA system or for services pertaining to a specific project. As the need arises, the Districts will request a proposal from the remaining qualified integrators selected to perform design, installation and operational support for new or existing SCADA system. The successful proposer will enter into a contract with the Districts for the specific project. The Districts reserve the right to make multiple contract awards.

The System Integrator of Record shall be available as an on-call service provider and work with future capital project designers and contractors for design, design assistance, programming, installation, implementation and startup of Instrumentation, SCADA and Telemetry control systems.

3.3.3. Term of Contract:

The term of the contract shall be a period of one (1) year with the mutual option to renew for four (4) additional one (1) year periods. The total term of the contract cannot exceed five (5) years.

3.3.4 Sample Contract:

Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract, for this RFP can be found at <http://www.clackamas.us/bids/terms.html>.

The following insurance requirements will be applicable.

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-30
Project Understanding and Approach	0-45
Fees	0-25
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases. The Districts reserve the right to make multiple contract awards as a result of this solicitation.

**SECTION 5
PROPOSAL CONTENTS**

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

5.2 Cover Letter:

The cover letter should identify the proposing entity, the contact for the procurement and contract negotiation process, and be signed by an authorized representative or official.

5.3 Project Team:

This criterion relates to the Proposer's firm and key individuals qualifications, capabilities, and experience. Provide a description of the following:

- Description of the firm.
- Credentials/experience (including resumes) of key individuals that would be assigned to provide services to the Districts. Provide description of previous experience of the key individuals working together as a team. Must be comprehensive expertise to cover all phases of the work..
- Description of what distinguishes the firm from other firms performing similar services.

5.4 Prior Experience

This criterion relates the record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration. Provide a description of the following:

- Provide a description of providing similar services to public entities of similar size within the past five (5) years. Must provide project owner representative contact (phone and email) information.
- Provide a description of prior experience dealing with Wastewater Resource Recovery Facilities telemetry and SCADA systems
-

5.5 Understanding and Approach

This criterion relates to the Proposer's understanding of the Districts needs for an on-call Integrator of Record and the methodology and course of action used to meet the goals and objectives. The issue is whether the

Proposer has a clear and concise understanding of the potential problems that arise with the telemetry and SCADA systems in an active treatment facility and define what constitutes an emergency. Provide a description of the following:

- Proposer’s understanding of the Districts needs as demonstrated in the RFP.
- Proposer’s awareness of key issues that may occur if facilities telemetry and SCADA system fails
- Proposer’s awareness of project requirements to produce the necessary project deliverables on schedule and within budget.
- Provide a description of local support.
- Provide a copy of the QA/QC program.
- Provide verification of experience with fiber-optic cable and patch panel design and troubleshooting.

5.6 Communication and Availability

This criterion relates to accessibility and availability for project work, meetings, and other interaction with the County. Provide a description of the following:

- Ongoing projects for key staff and percent contracting availability for assignment to the Districts.
- Resources available to perform the work for the duration of the contract.
- Accessibility for interaction with the Agency for meetings and other project tasks.
- Ability to establish and maintain functional, productive working relationships.

5.7 Supportive Information

Supportive material may include graphs, charts, photographs, resumes, references, etc., and is completely discretionary. Please note that the material included as supportive information will not be considered when scoring any sections of the Proposal other than “Supportive Information”.

5.8. Fee Schedule

Provide a fee schedule for services your firm provides Fees should be sufficiently descriptive to facilitate acceptance of a Proposal.

5.9. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

5.10 Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
#2018-30 Telemetry System Integrator of Record
(SCADA) Support

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

(j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120
 Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative:

Signature: _____ Date: _____
Name: _____ Title: _____
Firm: _____
Address: _____
City/State/Zip: _____ Phone: () _____
e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____
Phone number: _____
Email Address: _____

ARTICLE E
VENDORS RESPONSE

April 25, 2018

Mr. George Marlton
Clackamas County Water Environment Services
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, Oregon 97045

Dear Mr. Marlton,

Portland Engineering, Inc. (PEI) is pleased to submit our proposal to provide Telemetry System Integrator of Record (SCADA) Support to Water Environment Service (WES) and Clackamas County Service District No. 1 (CCSD #1). We are an instrumentation and control system design engineering firm with extensive experience in SCADA design, integration, maintenance, and support. We have been providing superior engineering and systems integration services to industrial and municipal partners throughout Oregon for over twenty five years on projects that include complex and critical control systems where safety and reliability are essential.

Established in 1992, PEI has grown into a multidiscipline engineering corporation employing experienced electrical, mechanical, and chemical engineers. We have built our reputation by supporting our clients with comprehensive professional engineering services and reliable systems integration. We are value engineers with experiential knowledge in a variety of applications and we strive to exceed the needs of our clients in system design, project delivery and timely support.

Over the past 15 years, through a series of successful projects and ongoing field service, PEI has developed a detailed and comprehensive knowledge of the processes and facilities maintained and controlled by WES and CCSD #1 SCADA system. Because of this PEI is uniquely suited to provide the best value in engineering and service work.

I will be your primary point of contact for questions and procurement contract negotiations. Thank you for the opportunity to submit our qualifications, we look forward to working with you in the coming years.

Best Regards,



Carl Serpa, PE
Portland Engineering, Inc.
2020 SE 7th Ave., Suite 200
Portland, OR 97214
Office: (503) 256-7718
cserpa@portlandengineers.com
General Contractors License #135739



PORTLAND ENGINEERING, INC.

PROPOSAL TO PROVIDE

Telemetry System Integrator of Record (SCADA) Support

Water Environment Services



**CLACKAMAS
COUNTY**

CLOSING DATE: Wednesday, April 25th, 2018

CLOSING TIME: 2 PM Pacific Time

SUBMITTED TO:

George Marlton
Director
Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

SUBMITTED BY:

Carl Serpa, PE
Project Manager & Lead Engineer
Portland Engineering, Inc.
2020 SE 7th Ave., #200
Portland, OR 97214
Phone: (503) 256-7718
Fax: (503) 256-7679
Email: cserpa@portlandengineers.com
General Contractors License: #135739

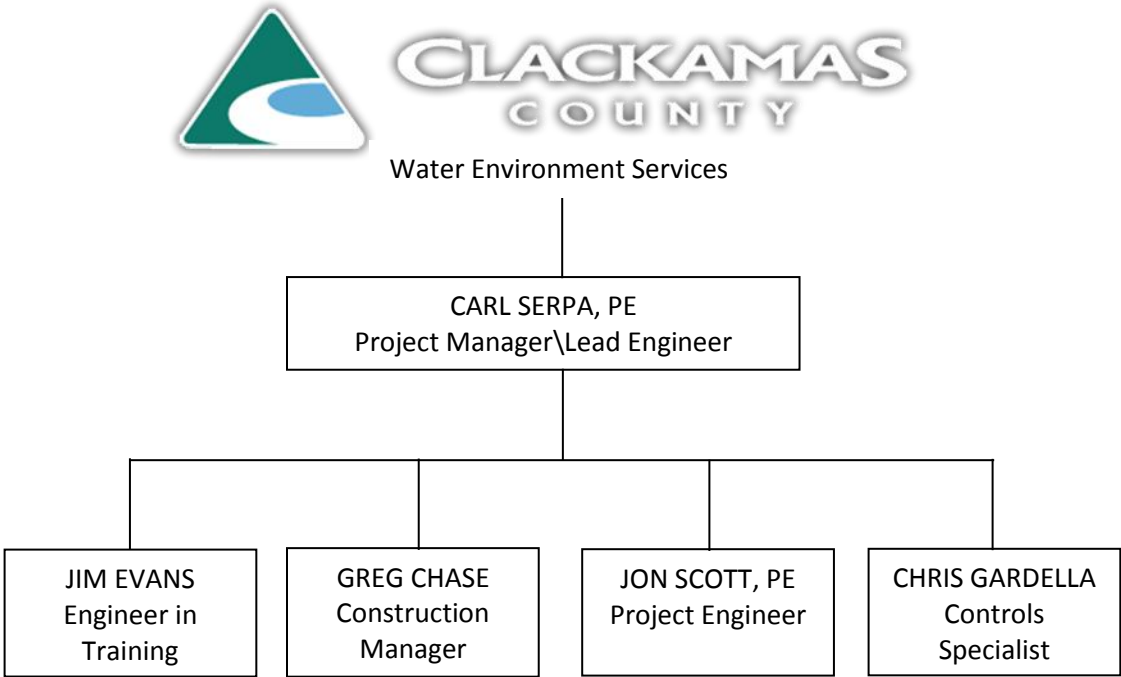
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1. Project Team

Portland Engineering, Inc. (PEI) is a systems integration engineering firm located in Portland, Oregon, approximately 15 miles from the Clackamas County Water Environment Services. PEI specializes in the design, programming, assembly, testing, installation, and service of municipal control systems throughout Oregon. PEI was established in 1992 and is a registered systems integrator and Value Added Reseller for Wonderware and Allen-Bradley/Rockwell Automation, Matrikon, Ignition and InduSoft. We work with all major brands of automation hardware and software and have been in the automation industry for over twenty-five years, providing us with in-depth knowledge of older systems and the ability to integrate them with today’s technology. We are members of the Control System Integrators Association (CSIA) and we carry General Liability Insurance and a \$2M Professional Liability Insurance. When project bonding is required we are able to obtain project bonding for Controls projects as high as \$2,000,000. This ability speaks directly to our solvency as a company and our strong financial rating.

Our engineers have experience in a wide range of industrial, commercial and municipal fields providing our clients with a breadth of process experience that helps develop smart solutions. Our projects include complex and critical controls on systems where efficiency, safety, and reliability are essential. We design control solutions to optimize your system’s value, reliability, and longevity, and have remained successful through the years because of our commitment to working with our clients as partners, understanding our client’s problems, and developing long term, value added solutions. For this project, PEI has selected a talented and experienced group of engineers, technicians and managers. The following organizational chart shows the company organization for this project.



Portland Engineering is committing one Project Manager/Lead Engineer, one Project Engineer, one Engineer in Training, one Controls Specialist, and one Construction Manager. The Project Manager/Lead Engineer is Carl Serpa, PE; the Project Engineer is Jon Scott, PE; the Engineer in Training is Jim Evans; the Controls Specialist is Chris Gardella, and the Construction Engineer is Greg Chase. The PEI team members selected for this project bring many years of experience and advanced skill sets. All of PEI technical staff members that will support WES project have four engineering degrees or two year technical degrees.

Carl Serpa, PE is selected as Project Manager/Lead Engineer for his extensive experience managing the design, installation and integration of SCADA projects for Clackamas County, WES, CCSD#1, and the District. Carl is a registered professional engineer in Controls Engineering in the state of Oregon and can provide stamped engineering design documents. Additionally, Carl has over 15 years of experience working at WES treatment plants and other facilities and will bring a high level of institutional knowledge to future projects. Carl will provide hands on, onsite management as needed and oversee the execution of the project. Carl will guide design phase engineering to produce accurate budget estimation that informs design decisions and provides pre-construction resolution of design-related issues that result in improved project quality and financial performance.

As determined by project needs, Carl will utilize resources of Jim Evans, Greg Chase, Jon Scott and Chris Gardella. This group of skilled engineers, specialists and managers brings over 65 years of combined experience in process control, SCADA and telemetry engineering. A brief statement about each person's experience and qualifications as well as the anticipated role they will fill on the project team is provided below. Resumes are provided in Section 5, Supportive Information, showing details on education, certifications and relevant project experience.

Jon Scott, PE is a professional engineer with many years of design, programming and troubleshooting experience in water and waste water treatment processes. Jon provides important engineering knowledge including project scope development; estimation and bids; detailed design; PLC & HMI programming; start-up and commissioning. Jon frequently manages PLC programming and conversions, HMI development and start-up for municipal and industrial projects. It is anticipated that Jon will provide design support and QA/QC services for WES projects.

Jim Evans, EIT is an Engineer in training who recently passed the Professional Engineering exam with Professional Engineer Registration anticipated in the summer of 2018. Jim has recently been the lead design engineer for several waste water lift stations. Additionally, Jim is a skilled programmer with 5 years of experience in the field doing equipment startups and field service. Jim will provide design services, programming and QA/QC for WES projects.

Chris Gardella is a controls specialist with over 20 years of relevant experience. Chris is a specialist in field startups, instrumentation setup and calibration, IO checkouts and system commissioning. Additionally, Chris is a highly skilled and efficient control panel designer. He is an experienced control and configuration development specialist and field service engineer with excellent troubleshooting skills. For WES, Chris will be utilized for quick response service calls as well as field service, programming and design support.

Greg Chase is PEI's construction manager and will provide support for project management and construction services that require installation or electrical services. Greg has over 20 years of experience in project and construction management which facilitates efficient installation and electrical work and he is able to blend the needs of owners, managers, designers, and users to deliver results that exceed expectations.

The overwhelming majority of the project work will be executed by our Project Manager and Lead Engineer, Carl Serpa, PE. PEI uses a team approach for all of our projects and this is no different. The intent of this approach is to include all of the involved parties throughout the course of any project and ensure effective communication about the status, progress, and schedule of the project. PEI typically includes the owner, operators, maintenance personnel, engineers, electricians, mechanics, and vendors in the team, and insures that all of these parties are keenly aware of the objectives of the project. We strongly believe that this approach leads to projects that are successful for all parties over the long term rather than projects that are merely "completed".

Internally PEI uses the same approach for managing our Team. Our Project Manager is responsible for maintaining communications, handling contractual obligations, attending project meetings, and maintaining the project schedule. This allows our controls engineers to focus on completing the technical aspects of the project effectively. Further, this provides a layer of quality control by providing a second and third set of eyes on internal project reviews.

2. Prior Experience

PEI has been a collaborative partner working with WES since 2004. PEI's first project with WES was to develop complete control panel wiring schematics for the Kellogg treatment plant when none existed at the time. Between 2004 and 2012 PEI provided engineering services and programming support at Tri-City, Kellogg, Hoodland and Boring treatment plants, numerous pump stations and flow monitoring locations. Several major projects of note during this time period include the 2010 Tri-City Phase 1 Expansion Project, 2011 Tri-City Biosolids (Backup Centrifuge) and the Kellogg Maintenance Improvement project in 2011.

During the **Tri-City Phase 1 Expansion**, PEI provided engineering services for control panel design, fiber optic network design, instrumentation configuration, PLC and HMI programming. This was a multi-year project that included integration and coordination of several vendor supplied control systems for the MBR, Lime System, Odor Control, UV, Aeration Blowers. For this project PEI developed custom PLC function blocks and HMI graphics for new systems that adhered to WES programming standards. PEI maintained all P&ID drawings throughout the duration of the project providing key consistency of equipment tag numbering.



Tri-City Phase 1 Expansion Project

The **Tri-City Biosolids** project (also known as the BUC for Backup Centrifuge) consisted of adding a new solids handling system. PEI provided engineering for control panel design, instrument configuration, and programming to integrate the new equipment into the existing SCADA and control system.

For the **Kellogg Maintenance Improvement** project PEI provided key onsite engineering services to supply and install instrumentation and control panels all while keeping the existing plant running. This included major revisions to existing control panels to upgrade components and clean up wiring. PEI maintained and updated all the control panel wiring schematics throughout the duration of the project.

Starting in 2013 to the present, PEI has been the WES System Integrator of Record completing a diversity of projects on time and on budget, ranging from small service calls to major PLC and telemetry upgrade projects. A partial list of

projects completed in the last five years is provided below. A few of the larger projects to note in the list below are the **WES SCADA and Telemetry and Development Plan, WES Telemetry System Upgrade, Tri-City Plant Aeration Blower Integration and Startup, Tri-City Air Scour Blower Integration and Startup.**

2013 WES Projects:

- Tri-City Plant Parallel Digester
- Intertie #2 Pump Station integration, programming and troubleshooting
- Tri-City Plant Biogas Flare integration, programming and startup
- Kellogg Plant Aeration Blower programming and tuning
- WES SCADA and Telemetry Development Plan
- Tri-City Plant Bisulfite System Integration
- Collection System Telemetry System Replacement



WES Telemetry System Replacement

2014 WES Projects:

- Willamette Pump Station PLC upgrade
- Tri-City and Kellogg HMI and Historian version upgrade
- Collection System Flow Monitoring
- Clackamas Pump Station PLC upgrade
- Collection System Cellular Telemetry Design and Installation
- Hoodland Plant Alarm System Upgrade
- Tri-City Plant Aeration Blower Master Control Programming

2015 WES Projects:

- Tri-City Plant Energy Meter Install and Integration
- Tri-City Plant Aeration Blower Replacement Design and Specifications
- Boring Plant Effluent Temperature Data Acquisition and Integration
- Intertie 2 Pump Station flow control and coordination
- Tri-City Plant Generator IO Re-Design and Integration

2016 WES Projects:

- Tri-City Plant Emergency Aeration Blower Design and Integration
- Tri-City Plant Influent Pump Station PLC Upgrade
- Kellogg Plant Digester Gas Flow Meter Integration

2017 WES Projects:

- Kellogg Plant Improvement Project Control System Design and Specifications
- Tri-City Plant Aeration Blower Integration and Startup
- Tri-City Plant MBR Air Scour Blower Integration and Startup
- Tri-City Plant MBR Chlorine Dosing System Integration
- Collection System Flow Meter Integration-8 sites
- Tri-City Plant Washer Compactor Control System Design and Integration
- Hoodland and Arrahwana Pump Station Upgrade Design and Specifications

For each of the projects discussed above PEI provided a consistent project approach. Upon identification of a project, PEI's project manager would complete an initial evaluation of the project and provide a written scope of work and budget for the project. This was then evaluated and approved by WES and PEI would begin work. All of these projects were completed on time and under budget.

In addition to the ongoing work for WES, PEI regularly provides similar engineering services to other public entities including the **City of Lake Oswego, City of Tigard, City of Wilsonville, and City of Astoria**. Descriptions of major projects completed for both WES and other municipal clients are provided below.

WES Tri-City Plant Phase One Expansion

Water Environment Services

LOCATION: Oregon City, OR

REFERENCE CONTACT

Randy Rosane PE, Engineering Supervisor, Water Environment Services, (503)742-4573, 150 Beaver Creek Road, Oregon City, OR 97045, RandyRos@co.clackamas.or.us

YEAR COMPLETED: 2010

PROPOSED STAFF WHO WORKED ON THE PROJECT

Carl Serpa, PE, Chris Gardella



Tri-City Expansion: Onsite Checkout

Project Description

The Tri-City Water Pollution Control Plant is a waste water instrumentation and control project completed by Portland Engineering, Inc. in 2010. The project was completed with Slayden Construction for Water Environment Services (WES) in Oregon City, Oregon. This project included the addition of a Membrane Bioreactor package system in addition to new support systems and improvements to existing processes. The Tri-City Water Pollution Control Plant (WPCP) Phase 1 expansion design was done in collaboration with MWH (Now Stantec).

The addition of the Membrane Bioreactor (MBR) expanded the existing plant's wet and dry weather treatment capabilities. Upon completion of the upgrade, the plant's treatment process operates as a blend of conventional activated sludge (CAS) along with the MBR system. Additional elements were added under the project that included UV, Odor Control, Sodium Hypo feed, Band Screens, Standby Power, Power Monitoring as well as control function integration with existing CAS equipment.

Portland Engineering performed the following services:

- Instrumentation supply, set up and calibration.
- PLC control panel wiring drawings.
- Fiber Optic and Network design. PEI drawings identified all fiber ports, patch panels, managed switches and cable layouts for a complete network configuration
- Provided point-to-point checkout for all I/O to the control panels and worked with package vendors for I/O checkout.
- Systems testing, startup and commissioning. Additionally, PEI supported a seven day clean water test that included all systems prior to start up.
- Process Control Programming and Integration of existing plant control with the MBR expansion and Balance of Plant systems.
- Wonderware HMI programming and the existing plant updates. This included coordination with the Membrane supplier for integration of their control screens.
- Control Panel design and supply as well as Control Panel checkout.
- Complete Project Integration with Vendor Packages including, Profibus and Ethernet communications along with hardware I/O.

Kellogg Creek Wastewater Pollution Control Plant Maintenance Improvement Project

Water Environment Services

LOCATION: Milwaukee, OR

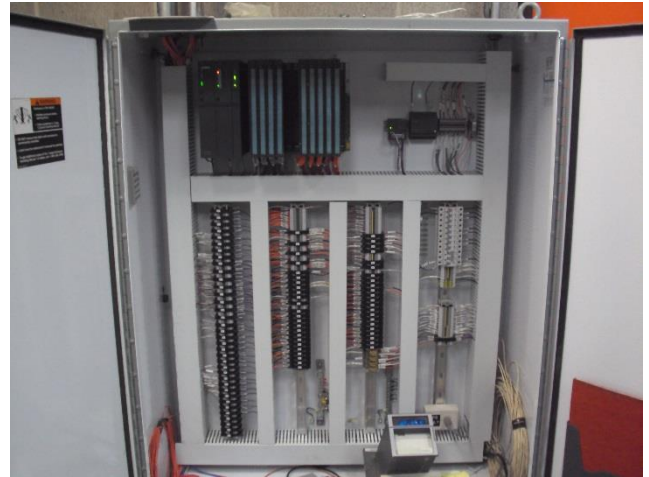
REFERENCE CONTACT

Randy Rosane PE, Engineering Supervisor, Water Environment Services, (503)742-4573, 150 Beaver Creek Road, Oregon City, OR 97045, RandyRos@co.clackamas.or.us

YEAR COMPLETED: 2011

PROPOSED STAFF WHO WORKED ON THE PROJECT

Carl Serpa, PE, Chris Gardella



Kellogg Plant: New Control Panel

Project Description

PEI served as a key contractor for the Kellogg Creek Water Treatment Plant System Maintenance Project in 2011. As a contractor for Stettler Supply Company and working with the other main contractor CH2M, this project involved the integration of new PLC's and I/O, network equipment and instrumentation. The primary goal of the project was to replace obsolete control hardware (PLC's and I/O) and network equipment. PEI's responsibilities included design engineering and drafting, OEM/vendor system compliance, construction management, procurement and CAD drafting, network design and startup coordination. The project included panel design as well as network design and configuration. PEI provided supervision of the electrical and mechanical installation, testing, startup, and commissioning of the instrumentation and equipment. One particularly difficult aspect of this project that was skillfully managed by PEI was the installation and testing of all the new control equipment and instrument while keeping the plant fully operational.

Willamette Pump Station Engineering Evaluation and Upgrade

Water Environment Services

LOCATION

West Linn, OR

REFERENCE CONTACT

Randy Rosane PE, Engineering Supervisor, Water Environment Services, (503)742-4573, 150 Beaver Creek Road, Oregon City, OR 97045, RandyRos@co.clackamas.or.us

YEAR COMPLETED

2014

PROPOSED STAFF WHO WORKED ON THE PROJECT

Carl Serpa, PE



Willamette Pump Station

Project Description

In February of 2014, MWH Global (MWH) was selected by Water Environment Services (WES) to provide engineering service for the purpose of evaluating Willamette pump station. Willamette pump station is a key asset located in the City of West Linn responsible for the collection and conveyance of waste water for a large area. The station was built in 1986 and needed significant attention to address operational deficiencies. To support this effort MWH teamed with Portland Engineering Inc. (PEI) to perform a detailed engineering analysis of the station and provide recommendations and costs for improving the operation and reliability of the station.

In support of Willamette Pump Station evaluation project, PEI provided services to evaluate the existing pump station control and telemetry system. This evaluation covered the age and condition of the PLC and hardwired controls, operator Interface and instrumentation. In addition, the condition and performance of the telemetry communication system was closely scrutinized due to the critical importance of the station and the need for reliable and accurate status information. PEI performed operational testing to document the pumping capabilities of the station and determine if control programming changes would help reduce the pump ragging problems and improve performance. PEI provided a written assessment report for the pump station discussing the current state of the instrumentation and controls, detailing deficiencies, and defining an action plan for improvements and modernization. As a direct result of this work, a modernization project was quickly initiated where PEI replaced obsolete control equipment which resulted in an immediate improvement in station reliability and maintainability.

SCADA/Telemetry Development Plan and Capital Budget

Water Environment Services

LOCATION: West Linn, OR

REFERENCE CONTACT

Randy Rosane PE, Engineering Supervisor, Water Environment Services, (503)742-4573, 150 Beaver Creek Road, Oregon City, OR 97045, RandyRos@co.clackamas.or.us

YEAR COMPLETED: 2014

PROPOSED STAFF WHO WORKED ON THE PROJECT

Carl Serpa, PE

Project Description

In 2013, as part of Water Environment Services (WES) effort to improve and maintain the SCADA and telemetry systems, a need for a long term development plan and budget was identified. In fiscal year 2014 (July 2013 through June 2014) Portland Engineering completed the yearlong project to evaluate the SCADA, control and telemetry systems encompassed by the WES treatment plants, pump stations, meter stations and communication networks. WES provides wastewater collection & treatment and biosolids reuse for seven cities and several unincorporated areas in Clackamas County, as well as storm water management, on-site sewage disposal, and water quality and stream enhancement.

This comprehensive Plan identified and developed goals relating to the following factors: flow measurement and management, specifically how the SCADA/Telemetry system can be used to monitor real time flow and allow operations to manage the flow; energy measurement and management, particularly how energy measurement and data collection can be used to track the efficiency of treatment and pumping operations; system wide operation and control coordination, namely the ability of operators to centrally manage and control wastewater flow including the development of automated control algorithms for flow control; telemetry, primarily the long term structure of remote data gathering systems and how to ensure that the system is modernized to meet the goals of the Plan; modernization, particularly documenting all control hardware, communication equipment and instruments to identify and determine the priority time frame of equipment replacement; design and equipment standards, specifically setting forth the basic design and equipment standards that will be used when adding or replacing control equipment; and standard procedures, because the large collection of controllers, operator interface terminals, and other programmable devices make managing the system difficult due to the sheer size.

The end result of this effort was a comprehensive condition summary and recommendation for future improvements and development including a budget for each recommendation. This Development Plan and Capital Budget provides a detailed road map for operating, maintaining, and improving the WES operations control and data acquisition systems over the coming five to ten years. The plan has been subsequently used by WES to prioritize spending for projects on control and telemetry system improvements. Completion of this project further increased PEI's knowledge and understanding of the WES systems and needs and has positioned PEI to provide high value service for future control system projects.



Lake Oswego Tigard Water Partnership

City of Lake Oswego and City of Tigard, OR

LOCATION: Lake Oswego/Tigard, OR

REFERENCE CONTACT

Kari Duncan, Water Treatment Plant Manager, City of Lake Oswego, (503) 635-0393, Lake Oswego Water Treatment Plant, PO Box 369, Lake Oswego, OR 97304

YEAR COMPLETED: 2017

PROPOSED STAFF WHO WORKED ON THE PROJECT

Carl Serpa, PE, Chris Gardella



Lake Oswego Tigard Raw Water Intake

Project Description

Portland Engineering is currently providing control system design engineering services for the \$250 million Lake Oswego Tigard Water Partnership Water Treatment Plant expansion. This project doubled the capacity of an existing water treatment plant through a multi-year phased construction plan; keeping the plant fully operational throughout the project. In addition to a complete rebuilding of the treatment plant the project also included a new intake structure, a new storage reservoir, a new pump station, and pipelines between locations. PEI provided control system designs for all locations which included telemetry systems, communication networks, a plant-wide fiber-optic network, security/video systems, access controls and other ancillary systems as well as the PLC and HMI controls.

The Control system is based on redundant Allen-Bradley ControlLogix PACs, I/O partitioning, and redundant HMIs with numerous client HMIs located throughout the plant, and historical data collection. The hardwired I/O at the plant will be approximately 1200 points with roughly an equal number of network I/O and vendor I/O. HMI tag counts are expected to be in the 5-10,000 range. A redundant Allen-Bradley ControlLogix System has been designed with redundant HMI communications, a historical data server, and numerous HMI computers located throughout the plant.

PEI is providing fully detailed panel layouts and wiring diagrams, PLC and HMI development and programming, instruments and instrument calibration, O&M manuals for the complete scope of work including as-built electrical schematics, and all control strategies. Additionally Control Narratives were developed by the process engineers with support from PEI. As part of the plant's O&M manual, fully detailed control strategies were provided with all interlocks, alarms, modes of operations, operator controls, available trends and other data that serve as a basis for PLC and HMI programming, start-up and commissioning.

City of Astoria Pump Station #1 Electrical and Control Upgrade

City of Astoria, OR

LOCATION: Astoria, OR

REFERENCE CONTACT: Cindy Moore, PE, Assistant City Engineer, City of Astoria, 1095 Duane St. Astoria, OR 97103. (503) 338-5173

YEAR COMPLETED: 2017

PROPOSED STAFF WHO WORKED ON THE PROJECT

Carl Serpa, PE, Jim Evans

In the summer of 2016, Portland Engineering Inc. (PEI) completed a project for the City of Astoria to replace the electrical and control system for their main sewage lift station. The project utilized a newly approved for the state of Oregon and highly efficient delivery method call Progressive Design Build. With this delivery method the job was

completed much more quickly than can be done using a standard design, bid, build method. Progressive design build projects are completed in phases where a team of engineering and construction contractors provide design services in phase 1 and implement the design in subsequent work phases. This approach is highly collaborative and allows the engineers, contractors and the client to work together during the design phase to resolve problems and eliminate unknowns so that the costs for construction phases can be accurately determined.

The City of Astoria Pump Station #1 handles between 2 and 18 million gallons of combined sewage and wastewater per day. The station is 40 years old and was still using original electrical distribution and control equipment which was in need of replacement. The general scope of work included removing and replacing the existing Motor Control Center (MCC) and power distribution, designing and installing new controls and instrumentation, supply of two 125 hp pump motors, programming and startup. The job also required installing temporary power distribution and controls to keep the station operating during the construction work.

For this project, PEI led a team consisting of an electrical contractor and several key equipment suppliers to fully develop the project scope and complete the design in Phase 1. Phase 1 deliverables included electrical, control and instrumentation design, drawings, instrument list, construction schedule, construction sequence and guaranteed price for the construction phase.

In Phase 2, PEI was the general contractor overseeing the construction work. Work began with installation of temporary electrical equipment, controls and instruments to allow uninterrupted station operation. This was immediately followed by the demolition and removal of the existing MCC's and installation of a new MCC line up. A new control panel and instruments were installed and connected. Additionally, PEI provided and installed two new 125 hp pump motors. The Progressive Design Build approach benefited the project by allowing PEI design engineers to work closely with the electrical contractor and equipment suppliers to quickly resolve problems and keep construction on schedule. Phase 2 of the project was completed over a three week period in August 2016, all the while keeping the pump station operational



Astoria Pump Station #1 Finished MCC Lineup

3. Understanding and Approach

Through many years of work with WES and other municipal partners, PEI has gained an appreciation for the critical nature of the water and waste water process systems. Along with working safely, PEI's top priority is keep our clients system operating even when work on them must be done. As work on each project progresses PEI routinely coordinates with client engineers, managers, operations staff and technicians to schedule activities that may affect process operations to ensure timely completion of work without disruption to WES activities. No one system is the same and our approach focuses on customizing on-call, project specific integration solutions to the needs of each project individually through hands-on development

Portland Engineering has been working with Clackamas County as a control system integrator, in some capacity, for more than fifteen years. We understand the District's operational structure and need for a wide range of consulting services associated with control system on-call and projects-specific services and budgets related to the design, installation and operation and maintenance of the Districts' instrumentation and control systems. As the Districts' Integrator of Record we will bring a team based project approach when identifying a Scope of Services and Fee, one that identifies and understands project needs; assesses and minimizes risk; and manages and reduces cost while providing a reliable and superior product. PEI will utilize a single point of contact for all project and service needs. PEI's project manager/lead engineer will be responsible for evaluating all requests for project and service work and coordinate the activities of other PEI engineers to ensure efficient delivery of services. PEI's project manager/lead engineer will utilize the following project approach:

1. **Initial Evaluation:** PEI discusses the request with WES staff to determine the nature of the work required. If the request is for urgent field service support, PEI will immediately dispatch resources to resolve the issue. For project work, PEI will continue through the project approach steps below.
2. **Project Definition and Scope Development:** PEI will develop the project scope of work, schedule requirements and prepare the project budget.
3. **Allocate Resources:** Upon approval to proceed with a project, PEI will assign tasks to engineers to ensure timely completion of project work.
4. **Work Delivery Planning:** In this step of the project approach, PEI will coordinate with WES engineers, operation staff and technicians to identify the best implementation of project deliverables. This includes coordination with plant operations for any programming or configuration that must be done on operating systems.
5. **QA/QC:** PEI maintains a rigorous Quality Assurance\Quality Control program to ensure correctness of drawings, documents and checkout services. PEI's QA/QC program is discussed in detail below.
6. **Startup/Final Delivery:** Because most project work involves implementation of programming and control system, this step generally entails onsite startup, configuration and testing for SCADA and control systems. This requires PEI to be sensitive to the needs of operation staff to eliminate disruption to ongoing operation. As needed, PEI will also provide training to operations staff for any new functionality of SCADA and control systems.
7. **Wrap up/Record Documents:** For project wrap up and close out, PEI will provided final documents (drawings, O&M's, training materials). Record drawings will always incorporate startup redlines and field modifications.

The general scope of work is based on a broad and diverse range of services the District may require for maintaining and improving the SCADA and Telemetry systems. Broadly speaking these services can include all or some parts of project management; concept planning and engineering; preliminary and final design; construction engineering and field services; fiber-optic network design and troubleshooting; and/or investigations, studies, analyses, or other consulting pertaining to the design, installation and operational support for new or existing SCADA system. With this in mind the **initial evaluation** is the key for PEI to provide both project work and field service support for WES. For technical support and immediate field service, PEI's project manager/lead engineer will be the first responder and coordinate additional PEI resources as needed. During periods where the project manager/lead engineer will not be locally available PEI will designate a secondary contact to respond to immediate needs. PEI understands the importance of WES's SCADA and

telemetry systems and continually takes a proactive approach to predict possible problems and respond to unexpected equipment failures.

Often times responding to these problems requires a degree of flexibility with the understanding that problems can arise at any time. Further, control systems and their constituent components penetrate deeply into process systems, generally meaning that when problems do arise to operations, to some extent it will require working with the control system. When these problems come up they require an immediate response and capable resource that can rapidly respond and resolve these problems as they arise and in a cost efficient manner. PEI has routinely provided after hours and weekend support to ensure continual operation of WES systems. This includes a 24 hour emergency support contact service that will ensure WES will get timely support at all times. All PEI team members dedicated to WES projects and support are local to the Portland metro area so assistance is never far away.

With over 15 years of experience with WES, PEI brings a deep understanding of needs and requirements of SCADA and telemetry systems. This wide ranging institutional knowledge allows PEI to quickly **define projects and accurately estimate project costs**. In fact, nearly every project PEI has done for WES in the last 10 years has been delivered on time and on budget.

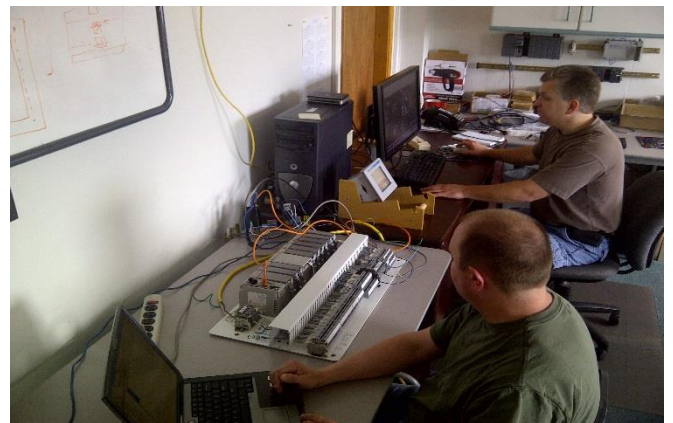
After WES has reviewed and approved a project PEI will begin **resource allocation and planning**. This included schedule development and coordination of activities with WES plant operation staff for work on continually operating systems. This step is key for coordinating PEI activities with other contractors and vendor systems. Our Project Manager and Lead Engineer is responsible for maintaining communications, handling contractual obligations, attending project meetings, and maintaining the project schedule. This allows our controls engineers to focus on completing the technical aspects of the project effectively. Further, this provides a layer of Quality Assurance by providing a second and third set of eyes on projects, ensuring that we have staff intimately aware of the project, capable of stepping in to problem solve any issues that may arise, and to provide internal review. We routinely collaborate as a team in the development of our engineering solution to aid in problem solving, relying on other members of our staff to handle issues specific to their knowledge or to provide additional analysis.

We take proactive steps to ensure the reliability of our systems by routinely servicing them for scheduled version upgrades, operating system improvements, and general usability issues relating to aging systems. To this end, we have rigorous **Quality Assurance and Quality Control** program to guide each step of the project. The QA/QC program utilizes three main components that are customized to the In the SCADA and telemetry industry:

1. Design Review QA/QC Checkoff Sheet
2. Factory Acceptance Test (FAT) Checkoff Sheet
3. Site Acceptance Test (SAT) Checkoff Sheet.

A copy of each of these QA/QC tools is provided in Section 5: Supportive Information.

Each of these QA/QC components serves a specific function to ensure quality and eliminate mistakes and oversights during design activities, equipment setup and system startup. The Design Review QA/QC Checkoff Sheet is used to cross check many design elements and documents to ensure consistency. For example, during this review, an engineer not familiar with the project will be tasked with checking instrumentation type and wiring details against IO lists, control panel wiring and design specifications.



Factory Acceptance Testing: PLC and HMI Checkout

The Factory Acceptance Test Checkoff sheet ensures that all

checks of equipment and programming code is completed prior to delivery to the job. Generally this means doing live electrical testing and checking of new control panels and instruments as well as testing new PLC code along with corresponding human machine interface programming. This effort eliminates errors and greatly improves quality of delivered product and improves efficiency of system testing and commissioning.

The Site Acceptance Test is the final check on systems and programming that takes place in the real world operational environment. The SAT Checkoff Sheet ensures that all elements of the system are systematically checked and verified and that the goals of the project are fulfilled. Activities of this effort include field verification of instrument and signal wiring, IO checkouts, control loop verification, and operator interface implementation.

The culmination of PEI's project approach discussed here is the startup and final delivery of the work product. This typically includes onsite configuration, setup, testing and commissioning of systems. These complex task require exquisite attention to detail and continual communication with plant staff to ensure the work is completed without disturbing regular operation activities.

Depending on the size and complexity of the project this can take anywhere from a few hours to several days or months. PEI will keep a consistent presence for however long is required to ensure all work is completed with the highest level of quality and ensure a successful project.



Site Acceptance Testing at Tri-City PLC7R

4. Communication and Availability

As with any project, PEI promises to commit any and all resources required to fulfill our agreement and we make the full breadth of our engineering services available to the District. PEI uses a team approach for all of our projects, meaning the project manager can break down tasks and assign them to support members to maintain work efficiency. This team will be led and managed by Carl Serpa, PEI's project manager and lead engineer. Carl is currently supporting several long term WES project as well as managing all immediate service and support needs. Currently Carl is spending approximately 75% of his availability on WES projects, however at certain times in the past this level has risen to nearly 100%. PEI has no intention of changing resource allocation for WES, so Carl will remain as the point of contact for responding to service and project needs. Because PEI is a flexible and dynamic organization we can easily organize resources to support WES projects as the needs arise. PEI maintains weekly resource allocation meetings to discuss upcoming work and determine how best to provide the necessary resources. As the work load for WES projects increases, PEI will delegate tasks to other members of the team. For large or long duration projects, PEI will build this into the staffing model and assign a dedicated engineer to support the project from beginning to end.

Anticipated staff availability and loading for key project members over the next year is provided below.

Carl Serpa, Availability 75%

Ongoing Projects:

- WES Hoodland/Arrahwanna Pump Station Design
- City of Tualatin ASR Upgrades
- City of North Plains Reservoir and Pump Station Design
- Kellogg WRRF Improvements

Jim Evans, Availability 60%

Ongoing Projects:

- Puget Sound Energy Jackson Prairie Control Upgrade
- Puget Sound Energy Sumas Upgrades
- City of Tualatin Miscellaneous PLC upgrades
- Design support and Miscellaneous Service

Jon Scott, Availability 60%

Ongoing Projects:

- The Dalles Waste Water Treatment Plant Upgrade
- Clean Water Services Programming Support
- City of Ridgefield Booster Pump Station

Chris Gardella, Availability 25%

Ongoing Projects:

- Project Design Support and Miscellaneous Service

Greg Chase, Availability 50%

Ongoing Projects:

- The Dalles Waste Water Treatment Plant Upgrade
- City of Vancouver Water Station #1
- City of Wilsonville Waste Water Telemetry

Given the current work loading and availability of PEI's team, we are well positioned to support all upcoming WES project throughout the duration of the contract.

5. Supportive Information

RESUMES

Carl Serpa, PE

Project Manager/Lead Engineer

Carl Serpa, PE is a Professional Engineer with an education in chemical engineering and over twenty five years of experience in process and control system engineering. Carl has deep knowledge and broad experience developing control system design standards, process control programming, integrating operator interfaces, control system networks, and historians; in addition to a strong understanding of project management related to industrial and municipal control projects.

Carl will be the project manager and lead engineer responsible for all aspects of scope development, engineering design, programming and quality assurance/quality control. Carl has extensive knowledge of all industry standard control platforms and software including Allen Bradley, Siemens, Modicon, Rockwell Automation, and Wonderware.

Relevant Project Experience

Water Environment Services Kellogg Wastewater Treatment Improvement Project

Working with Brown & Caldwell, Carl provided control system design and analysis for the Kellogg Plant improvement project. Carl provided design support for P&ID development, control panel modifications and wiring and equipment specifications..

Water Environment Services, SCADA and Telemetry Development Plan 2014

Carl was the Project Manager and Lead Engineer to Water Environment Services for the development of a system wide SCADA Development Plan. This extensive and comprehensive plan addresses several pressing issues for WES. They include: system wide flow measurement and management; energy measurement and management; system wide operation and control coordination; telemetry; SCADA/telemetry modernization; design and equipment standards; and standard procedures. Once complete, this plan served as a road map for all current and future controls related projects at WES.

Water Environment Services, Tri-Cities Waste Pollution Control Facility

The Tri-City Water Pollution Control Plant wastewater instrumentation and control project includes the addition of a Membrane Bioreactor package system in addition to new support systems and improvements to existing processes. The addition of the Membrane Bioreactor (MBR) expands the existing plant's wet and dry weather treatment capabilities. The upgrade allows the plant's treatment process to operate as a blend of conventional activated sludge (CAS) along with the MBR system. Additional elements were added under the project that included UV, Odor Control, Sodium Hypo feed, Band Screens, Standby Power, Power Monitoring as well as control functions to exiting CAS equipment.

Project Manager, City of Tigard SCADA Telemetry System

PEI upgraded the SCADA telemetry system for the City of Tigard as a design/build project. Carl served as the project manager, ensuring that we provided the system design scope, equipment specification, radio frequency licensing application management, supply of all required hardware per design/build specification, installation, and new operator interface system integration for the master and 14 remote sites. The City of Tigard was able to benefit from removal of the leased line modems and the utilization of a licensed frequency radio system.



Education
BS, Chemical
Engineering,
University of
Washington

Licenses/Registrations
Professional Engineer
Control System
Engineering - Oregon
PE# 98440PE
December 17, 2014

CERTIFICATIONS
Invensys Wonderware
Certified System
Integrator
InduSoft Certified
Developer

Jon Scott, PE

Project Engineer

Jonathan Scott is a Professional Engineer with well over twenty five years of diversified experience. Jon provides important engineering knowledge including project scope development; estimation and bids; detailed design; PLC & HMI programming; start-up and commissioning. Jon frequently manages PLC programming and conversions, HMI development and start-up for municipal and industrial projects.

Jon's responsibilities include but are not limited to technical oversight, start-up and quality assurance/quality control for new SCADA telemetry RTU panels; SCADA integration for leased line systems; embedded controls to Allen-Bradley ControlLogix; and performing system enhancements on Allen-Bradley equipment. In addition, Jon excels at troubleshooting, field service and emergency call-outs.

Jon has experience with a variety of software and hardware products including PanelView Plus, RSView32 and RSView ME, Wonderware, ABB Infi90, Allen-Bradley PLC 5, SLC, ControlLogix, DeviceNet, Ethernet, Allen-Bradley/Siemens interface, Siemens S7-300, GE Fanuc 90/30, 90/70, Cimplicity, Genius Bus, DeviceNet, Rosemount HMVCU, Johnson Metasys.

Relevant Project Experience

University of Oregon Steam Plant Upgrade

Jon was the lead HMI development engineer for a large scale upgrade of the Steam Plant for the University of Oregon under the General Contract of Turner Construction. Jon worked with Wonderware Archestra to develop Intouch managed applications on redundant I/O servers and multiple workstations associated with the complete change out of boilers and boiler controls as well as a co-generation and HSRG boiler, and new redundant PLC controls.

Odell Sanitary Wastewater Treatment Plant, Odell, OR

PEI provided engineering services for influent wet well pumping station at the Odell Sanitary District wastewater treatment plant, including influent and effluent flow monitoring and well monitoring, flow and level control, aeration basin blowers, and sludge transfer load out pumps. Additionally, we integrated a GE Zenon membrane filtration system into the plant HMI system to filter and process waste. We provided and configured operator interface computers, including the incorporation of the membrane vendor's screens and tag database into a single application. We supplied and configured PLC control panels, computers, VPN equipment to allow for secure remote access to the control system, and all other specified system instrumentation.

City of Wilsonville Wastewater Treatment Plant, Wilsonville, OR

Portland Engineering served as the system integrator and general contractor for the City of Wilsonville, OR. We were selected by the city to complete a \$291,000 telemetry system upgrade for the city's eight operating lift stations. This extensive design-build project required a complete SCADA telemetry system upgrade of the lift stations and we developed the project scope of work and comprehensive fixed costs. The scope included a licensed frequency radio survey and license application, hardening the lift station controls and operational redundancy, integrating the lift station visualization with the waste treatment plant, adding local visualization displays, adding building, panel and wet well security and smoke detectors.

PEI developed a master Wonderware HMI system and local operator interface terminals (OIT), tying each lift station to the waste treatment plant.



Education
BS Electrical
Engineering,
Washington State
University

**LICENSES/
REGISTRATIONS**
Professional
Engineer— Oregon
PE# 17628PE
January 17, 1995

CERTIFICATIONS
Certified
Wonderware Intouch
and Historian System
Platform Developer

Greg Chase

Construction Management

Greg Chase has been a project and construction manager for more than twenty five years. His project management experience covers all types of industrial and municipal process facilities, commercial/residential development, historic restoration, industrial conversion, and education facilities. He has extensive experience managing a variety of projects and is able to blend the needs of owners, managers, designers, and users to deliver results.

Greg has knowledge of what is required to develop the project requisites, schedule, and budget; and to take the project through the design process, bidding, construction, move-in, and project close-out stages. Greg routinely builds successful project teams and manages the often difficult interplay between owners, management, and operations.

Additionally, Greg has his extensive knowledge of modern telemetry systems and fiber optic networks, cabling and equipment. He is an expert in cellular M2M telemetry and has managed the installation and modification of many radio modem telemetry projects, bringing facilities into compliance with steadily changing and tightening Federal Regulation, an extremely valuable asset for any modern day SCADA system controls project.

Relevant Project Experience

Project Manager, Lake Oswego Tigard Water Partnership, Lake Oswego, OR

Portland Engineering provided control system design engineering services for the \$250 million Lake Oswego Tigard Water Partnership Water Treatment Plant expansion. This project, when complete, will double the capacity of an existing water treatment plant through a multi-year phased construction plan; keeping the plant fully operational throughout the project. In addition to a complete rebuilding of the treatment plant the project also included a new intake structure, a new storage reservoir, a new pump station, and pipelines between locations.

Project Manager, University of Oregon Steam Plant Upgrade

Greg served as the Project Manager for the Steam Plant for the University of Oregon under the General Contract of Turner Construction. Greg oversaw all Process, DDC, and Controls Integration for the University of Oregon Central Power Station Upgrade Project over the course of two years. Portland Engineering was selected by the University to complete an approximately two million dollar contract for a comprehensive control system upgrade of the existing central power station that provides steam, chilled water, and electricity to the campus. PEI combined information and control features from six different vendor supplied control systems using various communication protocols into one integrated package for the operators' use. For this comprehensive project, PEI provided full installation and integration of new programmable logic controllers for balance of plant controls, operator interfaces and instruments, development of the control strategies, and start-up services.

Project Manager, WES Tri-Cities Phase 1 Plant Expansion, Oregon City, OR

Greg served as the Project Manager for the Tri-City Water Pollution Control Plant completed in 2010. Greg managed all aspects of the instrumentation, control panel supply, configuration, programming and startup for the project which included a new Membrane Bioreactor (MBR) UV, Odor Control, Sodium Hypo feed, Band Screens, Standby Power, Power Monitoring as well as control functions integration with existing plant systems.



Education
BS Political Science,
University of Oregon

CERTIFICATIONS
Verizon Wireless
M2M Solutions
Provider

Chris Gardella

Chris Gardella is a controls specialist with more than twenty years of experience and a background in automated manufacturing. He is an experienced control and configuration development specialist and field service engineer with excellent troubleshooting skills. His past projects have included SCADA telemetry, industrial machine control, water/wastewater systems modernization and expansion.

Chris is involved in many different capacities depending on the project. His project responsibilities include, control panel design; operator interface programming; equipment specification; instrumentation specification; PLC configuration and programming, network design; wiring diagrams; equipment troubleshooting; testing and start-up. Chris excels at difficult on site start up coordination task that generally arise during plant expansions and modernization projects.

Relevant Project Experience

Startup Coordinator, WES Tri-Cities Phase 1 Plant Expansion, Oregon City, OR

The Tri-City Water Pollution Control Plant is a recent wastewater instrumentation and control project for Portland Engineering, Inc. The Tri-City Water Pollution Control Plant (WPCP) Phase 1 expansion design was led by MWH. The addition of the Membrane Bioreactor (MBR) expands the existing plant's wet and dry weather treatment capabilities. Upon completion of the upgrade, the plant's treatment process operates as a blend of conventional activated sludge (CAS) along with the MBR system. Additional elements were added under the project that included UV, Odor Control, Sodium Hypo feed, Band Screens, Standby Power, Power Monitoring as well as control functions to exiting CAS equipment.

Chris provided onsite operations for PEI and coordinated instrumentation supply and calibration, network configuration, wiring diagrams, startup testing and I/O coordination. Chris was instrumental in the fiber network layout configuration. Testing was coordinated by Chris for the point-to-point checkout for all I/O to the control panels and working with package vendors for I/O checkout. Chris provided support to the Wonderware HMI programming and the PLC programming coordinated and implemented on this project by PEI.

Project Manager, Kellogg Creek Wastewater Pollution Control Plant Maintenance Improvement Project, Milwaukee, OR

PEI served as a key service provider for the Kellogg Creek Water Treatment Plant System Maintenance Project in 2011. As a contractor for Stettler Supply Company and working with the other main contractor CH2MHill, this project involved the integration of new PLC's and I/O, network equipment and instrumentation. The primary goal of the project was to replace obsolete control hardware (PLC's and I/O) and network equipment. As project manager and lead engineer Chris Gardella's responsibilities included design engineering and drafting, OEM/vendor system compliance, construction management, procurement and CAD drafting, network design and startup coordination.



EDUCATION
AAS, Electrical
Engineering
Technology, Portland
Community College

CERTIFICATIONS
Ignition Certified
Certified Labview
Associate Developer

Jim Evans, EIT



Jim Evans is a highly motivated and intuitive programmer with strong system installation and start up experience. He has a background in water and wastewater systems, and specializes in complex HMI systems, control system optimization, communications, network design, and network security. Jim is involved in many different capacities depending on the project and he is a skilled field service engineer with excellent troubleshooting skills.

Jim is capable of supporting many roles including field service and process controls engineering, SCADA equipment design standards, control and configuration, start up and commissioning, integrating operator interfaces and historians, and project specification and scope development. Jim is tenacious in his work ethic and the type of control specialist who will lose sleep so that his clients don't have to. Jim is involved in many different capacities depending on the project. His project responsibilities include:

- Project management
- Operator interface engineering
- Security systems IT design
- Controls network design
- Equipment and instrumentation specification
- PLC controls configuration and system design
- Field service engineering and equipment troubleshooting
- Testing and startup

EDUCATION

BS Renewable Energy Engineering, 2012, Oregon Institute of Technology

LICENSES/REGISTRATIONS

Engineer In Training

Airframe and Powerplant Aircraft Mechanics Permit – Federal Aviation Administration

CERTIFICATIONS

Ignition Certified

Relevant Project Experience

Controls Engineer, Lake Oswego Tigard Water Partnership, Lake Oswego, OR

Portland Engineering provided control system design engineering services for the \$250 million Lake Oswego Tigard Water Partnership Water Treatment Plant expansion. This project doubled the capacity of an existing water treatment plant through a multi-year phased construction plan; keeping the plant fully operational throughout the project. In addition to a complete rebuilding of the treatment plant the project also included a new intake structure, a new storage reservoir, a new pump station, and pipelines between locations. Following design, Jim has served as a PEI's lead engineer for the final programming, commissioning, and troubleshooting of the new system.

Controls Engineer, University of Oregon Steam Plant Upgrade

Jim has provided ongoing controls engineering development and support for a large scale upgrade of the Steam Plant for the University of Oregon under the General Contract of Turner Construction. Jim worked with Wonderware Orchestra to develop InTouch managed applications on redundant I/O servers and multiple workstations associated with the complete change out of boilers and boiler controls as well as a co-generation and HSRG boiler, and new redundant PLC controls.

QA/QC Program: Design Checkoff Sheet

Portland Engineering Inc.
 2020 SE 7th Ave., Suite 200, Portland, OR 97214
 Ph: 503-256-7718 Fax: 503-256-7679



PROJECT DESIGN QA/QC CHECKOFF SHEET

PROJECT # _____

DATE: _____

CHECKED BY: _____

SIGNATURE: _____

DOCUMENTS: INDICATE WHAT DOCUMENTS ARE INCLUDED IN THIS QA/QC CHECK ALL THAT APPLY

<input type="checkbox"/>	PANEL DESIGN
<input type="checkbox"/>	BILL OF MATERIALS
<input type="checkbox"/>	WIRING SCHEMATICS
<input type="checkbox"/>	LAYOUT DRAWINGS
<input type="checkbox"/>	P&ID DRAWINGS
<input type="checkbox"/>	I/O LIST
<input type="checkbox"/>	WIRE/CONDUIT SCHEDULE
<input type="checkbox"/>	INSTRUMENT LIST
<input type="checkbox"/>	SPECIFICATIONS: EQUIPMENT
<input type="checkbox"/>	SPECIFICATIONS: INSTRUMENTS
<input type="checkbox"/>	SPECIFICATIONS: OTHER

CHECK OFF	QA/QC TASKS
<input type="checkbox"/>	PANEL DESIGN: CROSS CHECK PANEL BOM WITH LAYOUT
<input type="checkbox"/>	PANEL DESIGN: CHECK PANEL SIZE WITH INSTALL LOCATION SPACE
<input type="checkbox"/>	PANEL DESIGN: CHECK ENCLOSURE TYPE AGAINST INSTALL ENVIRONMENT
<input type="checkbox"/>	PANEL DESIGN: CHECK POWER SUPPLY SIZING
<input type="checkbox"/>	WIRING SCHEMATICS: CHECK I/O LIST AGAINST WIRING SCHEMATICS
<input type="checkbox"/>	WIRING SCHEMATICS: CHECK I/O POINT LABELING ON SCHEMATICS TO MATCH IO LIST
<input type="checkbox"/>	WIRING SCHEMATICS: CHECK POWER DISTRIBUTION, BREAKER, FUSE SIZING
<input type="checkbox"/>	WIRING SCHEMATICS: CHECK IO MODULE WIRING ACCURACY
<input type="checkbox"/>	WIRING SCHEMATICS: CHECK WIRE LABELING FOR CONSISTENCY
<input type="checkbox"/>	WIRING SCHEMATICS: CHECK WIRE COLOR CALL OUT AGAINST JOB REQUIREMENTS
<input type="checkbox"/>	WIRING SCHEMATICS: INTRINSIC SAFETY BARRIERS AND INTRINSIC CIRCUIT WIRING (IF APPLICABLE)
<input type="checkbox"/>	I/O LIST: CROSS CHECK IO LIST WITH INSTRUMENT LIST
<input type="checkbox"/>	LAYOUT DRAWINGS: CHECK PANEL INSTALL LOCATION
<input type="checkbox"/>	LAYOUT DRAWINGS: CROSS CHECK LAYOUT WITH CONDUIT SCHEDULE
<input type="checkbox"/>	P&ID DRAWINGS: CROSS CHECK DRAWINGS WITH IO LIST
<input type="checkbox"/>	P&ID DRAWINGS: CHECK INSTRUMENT NUMBERING AGAINST INSTRUMENT LIST/IO LIST
<input type="checkbox"/>	SPECIFICATIONS: CHECK SPECS FOR PLC BRAND/MODEL AGAINST PANEL BOM
<input type="checkbox"/>	SPECIFICATIONS: CHECK INSTRUMENT SPECS AGAINST INSTRUMENT LIST
<input type="checkbox"/>	SPECIFICATIONS: VERIFY CORRECT QUANTITY AND TAG # INSTRUMENTS CALLED OUT AND MATCH INSTRUMENT LIST
<input type="checkbox"/>	SPECIFICATIONS: VERIFY SPECIFICATION NUMBERS ARE CORRECT FOR JOB
<input type="checkbox"/>	SPECIFICATIONS: REVIEW CONTROL NARRATIVES FOR ACCURACY (IF APPLICABLE)
<input type="checkbox"/>	INSTRUMENTATION: VERIFY RANGE OF SELECTED EQUIPMENT FOR ANALOG DEVICES
<input type="checkbox"/>	INSTRUMENTATION: VERIFY SUITABILITY FOR USE IN CLASS 1 DIV 1, DIV2 AREAS (IF APPLICABLE)

QA/QC Program: Factory Acceptance Testing (FAT) Form Example

FACTORY ACCEPTANCE TEST CHECKLIST		ITEM	CHECK	NOTES
PANEL REVIEW, DRAWING MARKUPS				
VERIFY FUSE SIZES				
APPLY MAIN POWER				
CLOSE MAIN CIRCUIT BREAKER				
CHECK AC DISTRIBUTION BUS AND VOLTAGE				
CHECK DC DISTRIBUTION BUS AND VOLTAGE				
SEQUENCED POWER UP OF EACH COMPONENT				

FACTORY ACCEPTANCE TEST I/O CHECKOUT FORM													
Test each Digital Input and verify the signal back to the PLC Processor.							Simulate all Analog Input signal ranges as shown and document the results.						
Trigger each Digital Output signal from the PLC Processor.							Generate an Analog Output signal and document the results.						
NEW CONFIGURATION					Analog Signal Test Range					Digital			
RACK	SLOT	CHANNEL	ADDRESS	TYPE	SIGNAL ID	0%	25%	50%	75%	100%	X	NOTES	
01	01	00	zzRIO11A:1:1.Ch0Data	AI	BFS11AH102								
01	01	01	zzRIO11A:1:1.Ch1Data	AI	BFS11ZH1401								
01	01	02	zzRIO11A:1:1.Ch2Data	AI	BFS11FH1102								
01	01	03	zzRIO11A:1:1.Ch3Data	AI	BFS11AH101								
01	01	04	zzRIO11A:1:1.Ch4Data	AI	BFS11SH201								
01	01	05	zzRIO11A:1:1.Ch5Data	AI	BFS11SH103								
01	01	06	zzRIO11A:1:1.Ch6Data	AI	BFS11ZH1107								
01	01	07	zzRIO11A:1:1.Ch7Data	AI	BFS11ZH1207								
01	01	08	zzRIO11A:1:1.Ch8Data	AI	BFS11ZH1301								
01	01	09	zzRIO11A:1:1.Ch9Data	AI	SPARE								
01	01	10	zzRIO11A:1:1.Ch10Data	AI	SPARE								
01	01	11	zzRIO11A:1:1.Ch11Data	AI	SPARE								
01	01	12	zzRIO11A:1:1.Ch12Data	AI	SPARE								
01	01	13	zzRIO11A:1:1.Ch13Data	AI	SPARE								
01	01	14	zzRIO11A:1:1.Ch14Data	AI	SPARE								
01	01	15	zzRIO11A:1:1.Ch15Data	AI	SPARE								
01	02	00	zzRIO11A:2:0.Ch0Data	AI	BFS11AH102								
01	02	01	zzRIO11A:2:0.Ch1Data	AO	BFS11ZH1401								
01	02	02	zzRIO11A:2:0.Ch2Data	AO	BFS11FH1102								
01	02	03	zzRIO11A:2:0.Ch3Data	AO	BFS11AH101								
01	02	04	zzRIO11A:2:0.Ch4Data	AO	BFS11SH201								
01	02	05	zzRIO11A:2:0.Ch5Data	AO	BFS11SH103								
01	02	06	zzRIO11A:2:0.Ch6Data	AO	BFS11ZH1107								
01	02	07	zzRIO11A:2:0.Ch7Data	AO	BFS11ZH1207								
01	02	08	zzRIO11A:2:0.Ch8Data	AO	BFS11ZH1301								
01	02	09	zzRIO11A:2:0.Ch9Data	AO	SPARE								
01	02	10	zzRIO11A:2:0.Ch10Data	AO	SPARE								
01	02	11	zzRIO11A:2:0.Ch11Data	AO	SPARE								
01	02	12	zzRIO11A:2:0.Ch12Data	AO	SPARE								
01	02	13	zzRIO11A:2:0.Ch13Data	AO	SPARE								
01	02	14	zzRIO11A:2:0.Ch14Data	AO	SPARE								
01	02	15	zzRIO11A:2:0.Ch15Data	AO	SPARE								
01	13	00	zzRIO11A:13:1.Data.0	DI	FDR10Y10101								
01	13	01	zzRIO11A:13:1.Data.1	DI	FDR10YA0101A								
01	13	02	zzRIO11A:13:1.Data.2	DI	FDR10YA0101B								
01	13	03	zzRIO11A:13:1.Data.3	DI	FDR10TAH0101								
01	13	04	zzRIO11A:13:1.Data.4	DI	FDR10L SH1001								
01	13	05	zzRIO11A:13:1.Data.5	DI	FDR10L SHH1001								
01	13	06	zzRIO11A:13:1.Data.6	DI	BFS11YA1102								
01	13	07	zzRIO11A:13:1.Data.7	DI	BFS11ZH1401								
01	13	08	zzRIO11A:13:1.Data.8	DI	BFS11YA1401								
01	13	09	zzRIO11A:13:1.Data.9	DI	BFS11YH102								
01	13	10	zzRIO11A:13:1.Data.10	DI	BFS11ZH1102								
01	13	11	zzRIO11A:13:1.Data.11	DI	BFS11YA1102								
01	13	12	zzRIO11A:13:1.Data.12	DI	SPARE								
01	13	13	zzRIO11A:13:1.Data.13	DI	SPARE								
01	13	14	zzRIO11A:13:1.Data.14	DI	SPARE								
01	13	15	zzRIO11A:13:1.Data.15	DI	SPARE								
02	01	00	zzRIO11B:1:1.Data.0	DI	FDR10Y10201								
02	01	01	zzRIO11B:1:1.Data.1	DI	FDR10YA0201A								
02	01	02	zzRIO11B:1:1.Data.2	DI	FDR10YA 0201B								
02	01	03	zzRIO11B:1:1.Data.3	DI	FDR10TAH0201								
02	01	04	zzRIO11B:1:1.Data.4	DI	BFS11YA1101								
02	01	05	zzRIO11B:1:1.Data.5	DI	BFS11YH1201								
02	01	06	zzRIO11B:1:1.Data.6	DI	BFS11ZH1201								
02	01	07	zzRIO11B:1:1.Data.7	DI	BFS11YA1201								
02	01	08	zzRIO11B:1:1.Data.8	DI	BFS11YH1103								
02	01	09	zzRIO11B:1:1.Data.9	DI	BFS11ZH1103								
02	01	10	zzRIO11B:1:1.Data.10	DI	BFS11YA1103								
02	01	11	zzRIO11B:1:1.Data.11	DI	SPARE								
02	01	12	zzRIO11B:1:1.Data.12	DI	SPARE								
02	01	13	zzRIO11B:1:1.Data.13	DI	SPARE								
02	01	14	zzRIO11B:1:1.Data.14	DI	SPARE								
02	01	15	zzRIO11B:1:1.Data.15	DI	SPARE								
02	03	00	zzRIO11B:3:0.Data.0	DO	BFS11HS1401A								
02	03	01	zzRIO11B:3:0.Data.1	DO	BFS11HS1401B								
02	03	02	zzRIO11B:3:0.Data.2	DO	BFS11HS1401C								
02	03	03	zzRIO11B:3:0.Data.3	DO	BFS11HS1102								
02	03	04	zzRIO11B:3:0.Data.4	DO	BFS11HS1201								
02	03	05	zzRIO11B:3:0.Data.5	DO	BFS11HS1103								
02	03	06	zzRIO11B:3:0.Data.6	DO	BFS11HS1107A								
02	03	07	zzRIO11B:3:0.Data.7	DO	BFS11HS1107B								
02	03	08	zzRIO11B:3:0.Data.8	DO	BFS11HS1107C								
02	03	09	zzRIO11B:3:0.Data.9	DO	SPARE								
02	03	10	zzRIO11B:3:0.Data.10	DO	SPARE								
02	03	11	zzRIO11B:3:0.Data.11	DO	SPARE								
02	03	12	zzRIO11B:3:0.Data.12	DO	SPARE								
02	03	13	zzRIO11B:3:0.Data.13	DO	SPARE								
02	03	14	zzRIO11B:3:0.Data.14	DO	SPARE								
02	03	15	zzRIO11B:3:0.Data.15	DO	SPARE								

QA/QC Program: Site Acceptance Testing (SAT) Form Example

SITE ACCEPTANCE CHECKLIST		DATE:	SITE/JOB:	NOTES
ITEM	CHECK			
PANEL INSTALLATION REVIEW WITH INSTALLER				
CHECK IO TERMINATIONS AND LABELING				
APPLY MAIN POWER				
CLOSE MAIN CIRCUIT BREAKER				
CHECK AC DISTRIBUTION BUS AND VOLTAGE				
CHECK DC DISTRIBUTION BUS AND VOLTAGE				
CLOSE IO FUSES ONE AT A TIME				
FIELD IO CHECKOUT (SEE LIST BELOW)				

SITE ACCEPTANCE TEST I/O CHECKOUT FORM						
Verify wiring of each point						
Check IO signal against state of device in the field						
NEW CONFIGURATION						
RACK	SLOT	CHANNEL	ADDRESS	TYPE	SIGNAL ID	NOTES
01	01	00	zzRIO11A:1:I.Ch0Data	AI	BFS11AH1102	
01	01	01	zzRIO11A:1:I.Ch1Data	AI	BFS11Z1401	
01	01	02	zzRIO11A:1:I.Ch2Data	AI	BFS11FH1102	
01	01	03	zzRIO11A:1:I.Ch3Data	AI	BFS11AH1101	
01	01	04	zzRIO11A:1:I.Ch4Data	AI	BFS11SH1201	
01	01	05	zzRIO11A:1:I.Ch5Data	AI	BFS11SH1103	
01	01	06	zzRIO11A:1:I.Ch6Data	AI	BFS11Z11107	
01	01	07	zzRIO11A:1:I.Ch7Data	AI	BFS11Z1207	
01	01	08	zzRIO11A:1:I.Ch8Data	AI	BFS11Z1301	
01	01	09	zzRIO11A:1:I.Ch9Data	AI	SPARE	
01	01	10	zzRIO11A:1:I.Ch10Data	AI	SPARE	
01	01	11	zzRIO11A:1:I.Ch11Data	AI	SPARE	
01	01	12	zzRIO11A:1:I.Ch12Data	AI	SPARE	
01	01	13	zzRIO11A:1:I.Ch13Data	AI	SPARE	
01	01	14	zzRIO11A:1:I.Ch14Data	AI	SPARE	
01	01	15	zzRIO11A:1:I.Ch15Data	AI	SPARE	
01	02	00	zzRIO11A:2:O.Ch0Data	AI	BFS11AH1102	
01	02	01	zzRIO11A:2:O.Ch1Data	AO	BFS11Z1401	
01	02	02	zzRIO11A:2:O.Ch2Data	AO	BFS11FH1102	
01	02	03	zzRIO11A:2:O.Ch3Data	AO	BFS11AH1101	
01	02	04	zzRIO11A:2:O.Ch4Data	AO	BFS11SH1201	
01	02	05	zzRIO11A:2:O.Ch5Data	AO	BFS11SH1103	
01	02	06	zzRIO11A:2:O.Ch6Data	AO	BFS11Z11107	
01	02	07	zzRIO11A:2:O.Ch7Data	AO	BFS11Z1207	
01	02	08	zzRIO11A:2:O.Ch8Data	AO	BFS11Z1301	
01	02	09	zzRIO11A:2:O.Ch9Data	AO	SPARE	
01	02	10	zzRIO11A:2:O.Ch10Data	AO	SPARE	
01	02	11	zzRIO11A:2:O.Ch11Data	AO	SPARE	
01	02	12	zzRIO11A:2:O.Ch12Data	AO	SPARE	
01	02	13	zzRIO11A:2:O.Ch13Data	AO	SPARE	
01	02	14	zzRIO11A:2:O.Ch14Data	AO	SPARE	
01	02	15	zzRIO11A:2:O.Ch15Data	AO	SPARE	
01	13	00	zzRIO11A:13:I.Data.0	DI	FDR10YI0101	
01	13	01	zzRIO11A:13:I.Data.1	DI	FDR10YA0101A	
01	13	02	zzRIO11A:13:I.Data.2	DI	FDR10YA0101B	
01	13	03	zzRIO11A:13:I.Data.3	DI	FDR10TAH0101	
01	13	04	zzRIO11A:13:I.Data.4	DI	FDR10LSH1001	
01	13	05	zzRIO11A:13:I.Data.5	DI	FDR10LSHH1001	
01	13	06	zzRIO11A:13:I.Data.6	DI	BFS11YA1102	
01	13	07	zzRIO11A:13:I.Data.7	DI	BFS11Z1401	
01	13	08	zzRIO11A:13:I.Data.8	DI	BFS11YA1401	
01	13	09	zzRIO11A:13:I.Data.9	DI	BFS11Y11102	
01	13	10	zzRIO11A:13:I.Data.10	DI	BFS11Z11102	
01	13	11	zzRIO11A:13:I.Data.11	DI	BFS11YA11102	
01	13	12	zzRIO11A:13:I.Data.12	DI	SPARE	
01	13	13	zzRIO11A:13:I.Data.13	DI	SPARE	
01	13	14	zzRIO11A:13:I.Data.14	DI	SPARE	
01	13	15	zzRIO11A:13:I.Data.15	DI	SPARE	
02	01	00	zzRIO11B:1:I.Data.0	DI	FDR10YI0201	
02	01	01	zzRIO11B:1:I.Data.1	DI	FDR10YA0201A	
02	01	02	zzRIO11B:1:I.Data.2	DI	FDR10YA 0201B	
02	01	03	zzRIO11B:1:I.Data.3	DI	FDR10TAH0201	
02	01	04	zzRIO11B:1:I.Data.4	DI	BFS11YA1101	
02	01	05	zzRIO11B:1:I.Data.5	DI	BFS11Y11201	
02	01	06	zzRIO11B:1:I.Data.6	DI	BFS11Z1201	
02	01	07	zzRIO11B:1:I.Data.7	DI	BFS11YA1201	
02	01	08	zzRIO11B:1:I.Data.8	DI	BFS11Y11103	
02	01	09	zzRIO11B:1:I.Data.9	DI	BFS11Z11103	
02	01	10	zzRIO11B:1:I.Data.10	DI	BFS11YA11103	
02	01	11	zzRIO11B:1:I.Data.11	DI	SPARE	
02	01	12	zzRIO11B:1:I.Data.12	DI	SPARE	
02	01	13	zzRIO11B:1:I.Data.13	DI	SPARE	
02	01	14	zzRIO11B:1:I.Data.14	DI	SPARE	
02	01	15	zzRIO11B:1:I.Data.15	DI	SPARE	
02	03	00	zzRIO11B:3:O.Data.0	DO	BFS11HS1401A	
02	03	01	zzRIO11B:3:O.Data.1	DO	BFS11HS1401B	
02	03	02	zzRIO11B:3:O.Data.2	DO	BFS11HS1401C	
02	03	03	zzRIO11B:3:O.Data.3	DO	BFS11HS1102	
02	03	04	zzRIO11B:3:O.Data.4	DO	BFS11HS1201	
02	03	05	zzRIO11B:3:O.Data.5	DO	BFS11HS1103	
02	03	06	zzRIO11B:3:O.Data.6	DO	BFS11HS1107A	
02	03	07	zzRIO11B:3:O.Data.7	DO	BFS11HS1107B	
02	03	08	zzRIO11B:3:O.Data.8	DO	BFS11HS1107C	
02	03	09	zzRIO11B:3:O.Data.9	DO	SPARE	
02	03	10	zzRIO11B:3:O.Data.10	DO	SPARE	
02	03	11	zzRIO11B:3:O.Data.11	DO	SPARE	
02	03	12	zzRIO11B:3:O.Data.12	DO	SPARE	
02	03	13	zzRIO11B:3:O.Data.13	DO	SPARE	
02	03	14	zzRIO11B:3:O.Data.14	DO	SPARE	
02	03	15	zzRIO11B:3:O.Data.15	DO	SPARE	

7. References

New Client Reference:

Cindy Moore, PE

Assistant City Engineer
City of Astoria
1095 Duane St.
Astoria, OR 97103.
503.338.5173
cmoore@astoria.or.us

Long Term Client References:

Rob Murchison, PE

Senior Project Engineer
City of Tigard Public Works Department
13125 SW Hall Blvd
Tigard, OR 97223
503.718.2699
robm@tigard-or.gov

Kari Duncan

Water Treatment Plant Manager
City of Lake Oswego
Lake Oswego Water Treatment Plant,
PO Box 369, Lake Oswego, OR 97304
(503) 635-0393
kduncan@ci.oswego.or.us

8. Completed Proposal Certification Form

PROPOSAL CERTIFICATION
**#2018-30 Telemetry System Integrator of Record
(SCADA) Support**

Submitted by: Portland Engineering, Inc., State of Oregon
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposal will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

Telemetry System Integrator of Record
(SCADA) Support

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

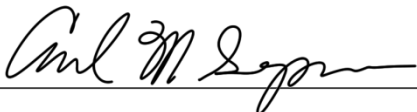
(i) That the Proposer is legally qualified to contract with the County.

(j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120
 Non-Resident Proposer, Resident State _____
Oregon Business Registry Number 306020-80

Contractor's Authorized Representative:

Signature:  Date: April 20, 2018
Name: Carl Serpa, PE Title: Principal Engineer
Firm: Portland Engineering, Inc.
Address: 2020 SE 7th Ave., Suite 200
City/State/Zip: Portland, OR 97214 Phone: (503) 256-7718
e-mail: cserpa@portlandengineers.com Fax: (503) 256-7679

Contract Manager:

Name Greg Chase Title: Secretary of Board
Phone number: (503) 256-7718
Email Address: gchase@portlandengineers.com

Telemetry System Integrator of Record
(SCADA) Support

ARTICLE F
FEE SCHEDULE

6. Fee Schedule

Portland Engineering, Inc.
Clackamas County WES Integrator
Service & Fee Schedule

<ul style="list-style-type: none"> • System Design • Scope of Work Development • Cost Evaluation and Estimation • Project Management • Construction Management • Software Specification, Procurement, Installation • Historian, MES, Data Systems Configuration • Industrial Networks, VPNs, Security • Computer Virtualization • Training • HMI Application Development • PLC Programming • Field Service • Telephone and Remote Access Support • Wiring Diagrams • Panel Design 	\$130.00/hour
<ul style="list-style-type: none"> • Administrative Services 	\$55.00/hour

Normal business hours are Monday through Friday, 8:00 am to 5:00 pm. Service and travel time outside of normal business hours will be billed at 1.5 times the above fees. Service and travel time on Sunday and Holidays will be billed at 2 times the above fees. Four hour minimum charge.

Travel time will be billed from the location of the dispatched engineer with an additional mileage charge of \$0.56/mile. Travel expenses will be billed at cost with a minimum charge of \$165.00 per night.

Terms - Net 30 days. A 1.5% per month interest fee will apply on all outstanding invoices.

All applicable state and local tax fees apply.

All standard fees are subject to change without notice.

PEI Holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

FEE SCHEDULE – COST DATA PRICE PROPOSAL FORM

Date: 4-25-18

Name of Offeror: PORTLAND ENGINEERING INC.

Solicitation No.

Business Address 2020 SE 7TH AVE #200
PORTLAND, OR 97214

2018

Base Contract Year

Signature: Carl M Serpa

Telephone/FAX: (503) 256-7718

Name (print): CARL M. SERPA

E-Mail: Cserpa@portlandengineers.com

INSTRUCTIONS requires a detailed breakdown of all estimated costs for this procurement within the categories specified below. Attachments may be included to explain particular cost items. Cost data is subject to verification by government audit.

DIRECT LABOR (Identify by position)	*Est. Hrs.	Rate/Hr.	Total
<u>Engineer</u>	<u>1</u>	<u>42.50</u>	
TOTAL DIRECT LABOR			
LABOR OVERHEAD	O.H. Rate	Base	Total
<u>Medical, vacation, holiday, taxes, training, retirement, Non billable Employees, Equipment</u>	<u>74.50</u>	<u>42.50</u>	<u>117.00</u>
TOTAL LABOR OVERHEAD			
OTHER DIRECT COSTS (Specify)			
TOTAL OTHER DIRECT COSTS			
TOTAL ESTIMATED COSTS			
FEE (Profit)			<u>13.00</u>
TOTAL BASE CONTRACT ^{RATE} YEAR PROPOSAL (All Est. Costs & Fee/Profit) ...			<u>130.00</u>