

AGENDA

Thursday, April 28, 2016 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-35

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

1. Resolution No. _____ for a Clackamas County Supplemental Budget Greater than 10% and Budget Reductions for Fiscal Year 2015-2016 (Diane Padilla, Budget Manager)

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 an Intergovernmental Agreement with Gladstone School District for Gladstone Pre-Kindergarten to Kindergarten Preschool Model – *Children, Youth & Families*
2. Approval of an Intergovernmental Agreement with North Clackamas School District for Jump Start-Kindergarten Transition Support Services – *Children, Youth & Families*
3. Approval of Amendment No. 1 to Intergovernmental Agreement No. 148508 with the State of Oregon, Oregon Health Authority for Adult Mental Health Initiative (AMHI) – *Behavioral Health*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement for Provision of Building Inspection/Plan Review Services with the City of Milwaukie

Business Meeting Agenda – April 28, 2016

C. Finance Department

1. Resolution No. _____ for a Clackamas County Supplemental Budget Less than 10 % for Fiscal Year 2015-2016
2. Resolution No. _____ for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2015-2016
3. Resolution No. _____ for Clackamas County for Transfer of Appropriations for Fiscal Year 2015-2016

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of a Contract with Brenn-Park, Inc. dba Moonlight Business Process Outsourcing for Ballot Printing for Clackamas County Elections 2016 – *CLERK* - Submitted through Procurement

E. Juvenile Department

1. Approval of Amendment No. 6 to Intergovernmental Agreement No. 0607133 with Multnomah for Secure Custody Detention Beds for Juvenile Offenders

F. Business & Community Services

1. Approval of a Contract with Cogan Owens Green for Phase 1 Urban Lumber Feasibility Study and Strategic Plan - *Procurement*

IV. WATER ENVIRONMENT SERVICES

(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)

1. Approval of Contract Documents between Clackamas Service District No. 1 and Advanced American Construction Inc. for the Kellogg Creek WPCP Outfall Extension Project - *Procurement*

V. COUNTY ADMINISTRATOR UPDATE

VI. COMMISSIONERS COMMUNICATION

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



April 28, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget
(Greater Than Ten Percent and Budget Reduction) for Fiscal Year 2015-2016

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2015-2016
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$17,023,577.
Funding Source	Includes changes in Prior Year Revenue, Fund Balance, License and Permits, Federal and State Operating Grants, Local and Other Gov't Agencies, Charge for Services, Miscellaneous Revenue, Other Financing Sources and Interfund Transfers.
Safety Impact	N/A
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Adopted June 25, 2015 and amended, October 29 and December 10, 2015
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Each fiscal year it is necessary to reduce allocations or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 (4) which allows for governing body approval of supplemental budget changes for items ten percent or greater of the qualifying expenditures of the budget funds(s) being adjusted. The required notices have been published.

The County School Fund is recognizing higher than anticipated Secure Rural Schools revenue and budgeting for payments to other local governments.

The Building Codes Fund is recognizing additional licenses and permits revenue and budgeting for program costs and increasing contingency.

The Roads Fund is recognizing additional revenue from federal, state and local governments and budgeting to better align to program costs and increasing contingency.

The County Safety Net Legislation Local Projects Fund is recognizing prior year revenue and Secure Rural Schools revenue and budgeting for payments to other local governments and program costs.

The Property Resources Fund is recognizing additional tax foreclosure revenue and budgeting for program costs associated with property foreclosure and administration.

The Community Corrections Fund is recognizing grant revenue from the Department of Justice and internal grants and budgeting for program costs for the Transition Center and for victim services.

The Justice Court is realigning its budget to better classify payments to other governments and agencies.

The Countywide Transportation SDC Fund is recognizing licensing revenue and an interfund transfer from the Happy Valley/Clackamas Joint Transportation SDC Fund and budgeting an interfund transfer to the DTD Capital Projects Fund and adjusting debt service and contingency. The fund is paying off its loan from the Oregon Transportation Infrastructure Bank ahead of schedule and saving almost one million dollars in interest expense.

The Happy Valley/Clackamas Joint Transportation SDC Fund is recognizing additional license fees, miscellaneous and other revenues and budgeting to adjust the interfund transfer to DTD Capital Projects Fund and the Countywide Transportation SDC Fund.

The Social Services Fund is recognizing additional Low-Income Home Energy Assistance Program revenue and budgeting for program costs and reclassifying payments to sub-recipients.

The Children, Youth and Families Fund is reducing its budget for the Family Justice Center and transferring the responsibility for its operations to the Sheriff's Office. This fund is also reclassifying how it accounts for payments to other governments and agencies.

The Transient Room Tax Fund is recognizing fund balance and additional transient room tax and budgeting for an interfund transfer to Tourism and administration fee costs.

The Tourism Fund is recognizing fund balance and additional interfund transfer from the Transient Room Tax Fund and budgeting for a full-time Tourism Specialist position, program costs and contingency.

The Clackamas Broadband Utility Fund is recognizing charge for services revenue and budgeting for construction and franchise costs.

The Self Insurance Fund is recognizing lower than anticipated beginning fund balance and adjusting contingency accordingly.

The Fleet Replacement Reserve Fund is transferring balance back to the Fleet Services Fund as it has been determined that it is not necessary to maintain two separate funds. The Fleet Replacement Reserve Fund will be closed.

The Fleet Services Fund is recognizing an interfund transfer from the Fleet Replacement Reserve Fund and budgeting it in reserves.

The effect of this Resolution is an increase in appropriations of \$17,023,577 including revenues as detailed below:

Prior Year Revenue	\$ 381,823.
Fund Balance	(2,568,440.)
License and Permits	4,338,480.
Federal Operating Grants	1,140,515.
State Operating Grants	6,781,344.
Local Government and Other Agencies	1,015,228.
Charge for Services	1,931,461.
Fines and Penalties	5,000.

Miscellaneous Revenue	110,220.
Other Financing Sources	882,920.
Interfund Transfer	<u>3,005,026.</u>
Total Recommended	<u>\$ 17,023,577.</u>

RECOMMENDATION:

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

Sincerely,

Diane Padilla
Budget Manager

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget for Items Greater Than 10
Percent of the Total Qualifying Expenditures
and Making Appropriations for Fiscal
Year 2015-16

Resolution No.

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

WHEREAS, a supplemental budget for the period of July 1, 2015 through June 30, 2016, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on April 28, 2016.

WHEREAS; the funds being adjusted are:

- . County School Fund
- . Building Codes Fund
- . Roads Fund
- . County Safety Net Legislation Local Projects Fund
- . Property Resources Fund
- . Community Corrections Fund
- . Justice Court Fund
- . Countywide Transportation SDC Fund
- . Happy Valley/Clackamas Joint Transportation Fund
- . Social Services Fund
- . Children, Youth and Families Fund
- . Transient Room Tax Fund
- . Tourism Fund
- . Clackamas Broadband Utility Fund
- . Self-Insurance Fund
- . Fleet Replacement Reserve Fund
- . Fleet Services Fund;

It further appearing that it is in the best interest of the County to approve this greater than 10 percent change in appropriations for the period of July 1, 2015 through June 30, 2016.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.480, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this ____ day of _____, 2015

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF GREATER THAN 10% OF BUDGET
April 28, 2016

Recommended items by revenue source:

Prior Year Revenue	\$ 381,823
Fund Balance	(2,568,440)
License and Permits	4,338,480
Federal Operating Grants	1,140,515
State Operating Grants	6,781,344
Local Government and Other Agencies	1,015,228
Charge for Services	1,931,461
Fines and Penalties	5,000
Miscellaneous Revenue	110,220
Other Financing Sources	882,920
Interfund Transfers	3,005,026
Total Recommended	<u><u>\$ 17,023,577</u></u>

COUNTY SCHOOL FUND

Revenues:

Federal Operating Grants	\$ 350,000
Total Revenue	<u><u>\$ 350,000</u></u>

Expenses:

Not Allocated to Organizational Unit	
Special Payments	\$ 350,000
Total Expenditures	<u><u>\$ 350,000</u></u>

County School Fund is recognizing higher than anticipated Secure Rural Schools revenue and budgeting for payments to other local governments.

BUILDING CODES FUND

Revenues:

Licenses and Permits	\$ 1,201,752
Charge for Services	231,980
Fines and Penalties	5,000
Miscellaneous Revenue	(13,470)
Other Financing Sources	(30,000)
Total Revenue	<u>\$ 1,395,262</u>

Expenses:

General Government	\$ 259,693
Not Allocated to Organizational Unit	
Contingency	1,135,569
Total Expenditures	<u>\$ 1,395,262</u>

Building Codes Fund is recognizing additional licenses and permits revenue and budgeting for program costs and increasing contingency.

ROAD FUND

Revenues:

Licenses and Permits	\$ 30,000
Federal Operating Grants	298,465
State Operating Grants	5,557,969
Local Government and Other Agencies	118,874
Charge for Services	751,928
Miscellaneous Revenue	30,290
Other Financing Sources	50,096
Total Revenue	<u>\$ 6,837,622</u>

Expenses:

Public Ways and Facilities	\$ (2,796,103)
Not Allocated to Organizational Unit	
Special Payments	100,000
Contingency	9,435,768
Interfund Transfer	97,957
Total Expenditures	<u>\$ 6,837,622</u>

Roads Fund is recognizing additional revenue from federal, state and local governments and budgeting to better align to program costs and increasing contingency

PROPERTY RESOURCES FUND

Revenues:

Charge for Services	\$ 602,053
Other Financing Sources	602,053
Total Revenue	<u>\$ 1,204,106</u>

Expenses:

General Government	\$ 1,204,106
Total Expenditures	<u>\$ 1,204,106</u>

Property Resources Fund is recognizing additional tax foreclosure revenue and budgeting for program costs associated with property foreclosure and administration.

COMMUNITY CORRECTIONS FUND

Revenues:	
State Operating Grants	\$ 1,203,547
Charge for Services	(276,000)
Total Revenue	<u>\$ 927,547</u>
Expenses:	
Public Protection	\$ 803,470
Not Allocated to Organizational Unit	
Special Payments	124,077
Total Expenditures	<u>\$ 927,547</u>

The Community Corrections Fund is recognizing grant revenue from the Department of Justice and internal grants and budgeting for program costs for the Transition Center and for victim services.

JUSTICE COURT FUND

Expenses:	
Public Protection	\$ (145,000)
Not Allocated to Organizational Unit	
Special Payments	145,000
Total Expenditures	<u>\$ -</u>

Justice Court is realigning its budget to better classify payments to other government and agencies.

COUNTYWIDE TRANSPORTATION SDC FUND

Revenues:	
License and Permits	\$ 750,000
Charge for Services	18,500
Miscellaneous Revenue	(38,600)
Other Financing Sources	129
Interfund Transfer	2,007,671
Total Revenue	<u>\$ 2,737,700</u>
Expenses:	
Public Ways and Facilities	\$ (27,000)
Not Allocated to Organizational Unit	
Intefund Transfer	784,569
Debt Service	(834,579)
Contingency	2,811,710
Total Expenditures	<u>\$ 2,734,700</u>

Countywide Transportation SDC Fund is recognizing licensing revenue and an interfund transfer from the Happy Valley/Clackamas Joint Transportation SDC Fund and budgeting an interfund transfer to the DTD Capital Projects Fund and adjusting debt service and contingency. The fund is paying off its loan from the Oregon Transportation Infrastructure Bank ahead of schedule and saving almost one million dollars in interest expense.

HAPPY VALLEY/CLACKAMAS JOINT TRANSPORTATION FUND

Revenues:	
License and Permits	\$ 2,356,728
Charge for Services	3,000
Miscellaneous Revenue	111,000
Other Financing Sources	260,642
Total Revenue	<u>\$ 2,731,370</u>
Expenses:	
Public Ways and Facilities	\$ (37,998)
Not Allocated to Organizational Unit	
Intefund Transfer	1,973,142
Contingency	796,226
Total Expenditures	<u>\$ 2,731,370</u>

Happy Valley/Clackamas Joint Transportation SDC Fund is recognizing additional license fees, miscellaneous and other revenues and budgeting to adjust the interfund transfer to DTD Capital Projects Fund and the Countywide Transportation SDC Fund.

SOCIAL SERVICES FUND

Revenues:	
Federal Operating Grants	\$ 393,731
State Operating Grants	19,828
Total Revenue	<u>\$ 413,559</u>
Expenses:	
Health and Human Services	\$ (578,015)
Not Allocated to Organizational Unit	
Special Payments	991,574
Total Expenditures	<u>\$ 413,559</u>

Social Services Fund is recognizing additional Low-Income Home Energy Assistance Program revenue and budgeting for program costs and reclassifying payments to sub-recipients.

CHILDREN, YOUTH AND FAMILIES FUND

Revenues:	
Interfund Transfer	\$ (88,303)
Total Revenue	<u>\$ (88,303)</u>
Expenses:	
Health and Human Services	\$ (879,751)
Not Allocated to Organizational Unit	
Special Payments	791,448
Total Expenditures	<u>\$ (88,303)</u>

The Children, Youth and Families Fund is reducing its budget for the Family Justice Center and transferring the responsibility for its operations to the Sheriff's Office. This fund is also reclassifying how it accounts for payments to other governments and agencies.

COUNTY SAFETY NET LEGISLATION LOCAL PROJECTS FUND

Revenues:	
Prior Year Revenue	\$ 381,823
Federal Operating Grants	98,319
Total Revenue	<u>\$ 480,142</u>
Expenses:	
General Government	\$ 480,142
Total Expenditures	<u>\$ 480,142</u>

County Safety Net Legislation Local Projects Fund is recognizing prior year revenue and Secure Rural School revenue and budgeting for payments to other local governments and program costs.

TRANSIENT ROOM TAX FUND

Revenues:	
Fund balance	\$ 215,348
Local Government and Other Agencies	706,539
Total Revenue	<u>\$ 921,887</u>
Expenses:	
Not Allocated to Organizational Unit	
Materials and Services	\$ 19,640
Interfund Transfer	902,247
Total Expenditures	<u>\$ 921,887</u>

Transient Room Tax Fund is recognizing fund balance and additional transient room tax and budgeting for an interfund transfer to Tourism and administration fee costs

TOURISM FUND

Revenues:	
Fund Balance	\$ 100,720
Local Government and Other Agencies	189,815
Interfund Transfer	902,247
Total Revenue	<u>\$ 1,192,782</u>
Expenses:	
Culture, Education and Recreation	\$ 907,595
Not Allocated to Organizational Unit	
Contingency	285,187
Total Expenditures	<u>\$ 1,192,782</u>

Tourism Fund is recognizing fund balance and additional interfund transfer from the Transient Room Tax Fund and budgeting for a full-time Tourism Specialist position, program costs and contingency.

FLEET REPLACEMENT FUND

Expenses:

Not Allocated to Organizational Unit	
Intefund Transfer	\$ 183,411
Reserve	(183,411)
Total Expenditures	<u>\$ -</u>

Fleet Replacement Reserve Fund is transferring balance back to the Fleet Services Fund as it has been determined that it is not necessary to maintain two separate funds

CLACKAMAS BROADBAND UTILITIES FUND

Revenues:

Charge for Services	\$ 600,000
Miscellaneous Revenue	21,000
Total Revenue	<u>\$ 621,000</u>

Expenses:

Public Ways and Facilities	\$ 600,000
Not Allocated to Organizational Unit	
Special Payments	21,000
Total Expenditures	<u>\$ 621,000</u>

Clackamas Broadband Utility Fund is recognizing charge for services revenue and budgeting for construction and franchise costs.

SELF INSURANCE FUND

Revenues:

Fund Balance	\$ (2,884,508)
Total Revenue	<u>\$ (2,884,508)</u>

Expenses:

Not Allocated to Organizational Unit	
Contingency	\$ (2,884,508)
Total Expenditures	<u>\$ (2,884,508)</u>

Self Insurance Fund is recognizing lower than anticipated beginning fund balance and adjusting contingency accordingly.

FLEET SERVICES FUND

Revenues:

Interfund Transfer	\$ 183,411
Total Revenue	<u>\$ 183,411</u>

Expenses:

Not Allocated to Organizational Unit	
Reserve	183,411
Total Expenditures	<u>\$ 183,411</u>

Fleet Services Fund is recognizing an interfund transfer from the Fleet Replacement Reserve Fund and budgeting it in reserves.

April 28, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with Gladstone School District
for Gladstone Pre-Kindergarten to Kindergarten Preschool Model

Purpose/Outcomes	Increase kindergarten readiness skills for students transitioning from Pre-K to kindergarten and build staff capacity to implement The Habits of the Mind and Story Workshops while engaging families in kindergarten skill building opportunities
Dollar Amount and Fiscal Impact	\$52,850 No County General Funds are involved.
Funding Source	Oregon Department of Education-Early Learning Division
Duration	Begins on March 1, 2016 and terminates on December 31, 2016
Previous Board Action	N/A
Strategic Plan Alignment	Individuals and families in need are healthy and safe Ensure safe, healthy and secure communities
Contact Person	Rodney Cook 503-650-5677
Contract No.	CYF 7599

BACKGROUND: The Children, Youth & Families Division of the Health, Housing and Human Services Department requests approval of an Intergovernmental Agreement with Gladstone School District to provide preschool kindergarten transition supports to 180 four to five year old children located at Gladstone Center for Children and Families. The Gladstone Pre-K to Kindergarten Model is a collaborative between Gladstone School District Kindergarten, Clackamas ESD and Teaching Preschool partners. The goals of this collaboration are to increase kindergarten readiness skills for students transitioning from Pre-K to K; build capacity for staff to learn about and implement the Habits of Mind and Story Workshop, and to engage with families on skill building opportunities to reduce learning gaps.

This contract is retroactive to March 1st because new contract language in the related state revenue contract had to be incorporated into the contract. These changes have been reviewed and approved by county counsel.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Agreement Number 7599

**CLACKAMAS COUNTY
INTERGOVERNMENTAL AGREEMENT**

This Agreement is between Clackamas County, acting by and through its Health, Housing and Human Services Department, Children , Youth & Families Division, hereinafter called "COUNTY," and

***Gladstone School District
Gladstone Center for Children & Families
108905 Portland Avenue
Gladstone, Oregon 97027
Telephone: (503) 503-650-2599
Facsimile: (503) 479-6075
E-mail address: alquisirac@gladstone.k12.or.us***
hereinafter referred to as "AGENCY."

Work to be performed under this Agreement relates principally to the COUNTY

**Children, Youth & Families Division (COUNTY)
2051 Kaen Road
Oregon City, Oregon 97045
Agreement Administrator: Korene Mather or delegate
Telephone: 503-650-5683
E-mail address: Korenemat@clackamas.us**

I. Purpose

This agreement ("Agreement") is entered into between Clackamas County ("COUNTY") and **Gladstone School District** ("AGENCY") 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 developing early childhood care and education training support network for Clackamas rural child care providers.

II. Scope of Work and Cooperation

- A. AGENCY agrees to coordinate and implement the strategies outlined in Exhibit: A – Part 1 Statement of Work, Exhibit: D Program Requirements and Exhibit F Work Plan attached.

III. Compensation

- A. The COUNTY agrees to pay AGENCY an amount not to exceed \$52,850 **during March 1, 2016 through December 31, 2016** for the services outlined in Section II.A.
- B. AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits A-Part 2, D-Part 3 and F attached hereto.
- C. AGENCY will not be paid for work performed prior to obtaining the necessary COUNTY approvals.
- D. All requests for payment are subject to the approval of the COUNTY and will be submitted to:

Korene Mather
Clackamas County-Children, Youth & Families Division
2051 Kaen Road
Oregon City, OR 97045
503-650-5683
korenemat@co.clackamas.or.us

IV. Liaison Responsibility

Christina Alquisira will act as liaison from the AGENCY for this project. **Karen Gorton** will act as liaison from the COUNTY.

V. Special Requirements

A. Compliance with Applicable Laws and Regulations

The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

B. Indemnity

The AGENCY agrees to indemnify, hold harmless and defend the COUNTY and State of Oregon, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the AGENCY or the AGENCY's employees or agents.

C. Insurance

During the term of this Agreement, AGENCY shall maintain in force at its own expense, the required insurance as provided for in Exhibit B - Insurance Requirements.

D. Record and Fiscal Control System

All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

E. 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 the AGENCY which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.

F. 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.

G. Conflict of Terms.

When a requirement is listed both in the main boilerplate of the Agreement and in an Exhibit, the Exhibit shall take precedence.

H. Special Federal Requirements

The AGENCY shall comply with Common rule that restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).

I. AGENCY shall not enter into any subagreements for any of the work scheduled under this Agreement without obtaining prior written approval from the COUNTY.

VI. Amendment

This Agreement may be amended pursuant to the procedures in Exhibit A, Part 3, Section 2.

VII. Term of Agreement

This Agreement becomes effective March 1, 2016 and will terminate on December 31, 2016

VIII. Termination

- A. This Agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.
- B. Upon termination of this Agreement, any unexpended balances of Agreement funds shall remain with the COUNTY.

IX. Oregon Law and Forum

This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

X. Waiver

The COUNTY and AGENCY shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

[Signature Page Follows]

This Agreement consists of ten sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A: Part 1 - Statement of Work
- Exhibit A: Part 2 - Payment and Financial Reporting
- Exhibit A: Part 3 - Special Terms and Conditions
- Exhibit B: Insurance Requirements
- Exhibit C: Required Federal Terms and Conditions
- Exhibit D: Part 1 - Great Start Program Requirements
- Exhibit D: Part 2 - Family Support Services Program Requirements
- Exhibit D: Part 3 - Kindergarten Partnership and Innovation Program Requirements
- Exhibit D: Part 4 - School Readiness Program Requirements
- Exhibit D: Part 5 - Healthy, Stable and Attached Program Requirements
- Exhibit E: Budget
- Exhibit F: Work Plan

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Samantha D. Nelson
By

Samantha D. Nelson
Name (Typed)

CLACKAMAS COUNTY

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

Director of Finance & Operations
Title

04/07/2016
Date

17789 Webster Rd
Street Address

Gladstone, OR 97027-1498
City/Zip

503-655-2777
Phone Number

93-6000287
TIN, FIN or S.S.#

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services

Date

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

4/7/16
Date

April 28, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with North Clackamas School District
for Jump Start-Kindergarten Transition Support Services

Purpose/Outcomes	Provision of kindergarten readiness supports to preschool children (ages 3-5 years) through work with child care providers and the child's parents
Dollar Amount and Fiscal Impact	\$31,405 No County General Funds are involved.
Funding Source	Oregon Department of Education-Early Learning Division
Duration	Begins on March 1, 2016 and terminates on December 31, 2016
Previous Board Action	N/A
Strategic Plan Alignment	Individuals and families in need are healthy and safe Ensure safe, healthy and secure communities
Contact Person	Rodney Cook 503-650-5677
Contract No.	CYF 7595

BACKGROUND: The Children, Youth & Families Division of the Health, Housing and Human Services Department requests approval of an Intergovernmental Agreement with North Clackamas to provide Jump Start kindergarten transition activities to 144 4-5 year old children entering into 6 North Clackamas School District Elementary Schools (Ardenwald, Lewelling, Linwood, Lot Whitcomb, Oak Grove and Riverside). Activities will focus on assisting children in increasing their self regulation skills and developing a “growth mindset” and increase their understanding of how to follow school routines, communicate with others, etc. There will also be a parent component that will focus on connecting parent’s to their child’s kindergarten staff, helping them develop a greater understanding of how the school can support them and the importance of their child’s school attendance and its impact on learning.

This contract is retroactive to March 1st because new contract language in the related state revenue contract had to be incorporated into the contract. These changes have been reviewed and approved by county counsel.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Agreement Number 7595

**CLACKAMAS COUNTY
INTERGOVERNMENTAL AGREEMENT**

This Agreement is between Clackamas County, acting by and through its Health, Housing and Human Services Department, Children , Youth & Families Division, hereinafter called "COUNTY," and

**North Clackamas School District
444 SE Lake Road
Milwaukie, Oregon 97222-4799
Telephone: (503) 353-1900
Facsimile: (503) 353-6007
E-mail address: kniggem@nclack.k12.or.us
hereinafter referred to as "AGENCY."**

Work to be performed under this Agreement relates principally to the COUNTY

**Children, Youth & Families Division (COUNTY)
2051 Kaen Road
Oregon City, Oregon 97045
Agreement Administrator: Korene Mather or delegate
Telephone: 503-650-5683
E-mail address: Korenemat@clackamas.us**

I. Purpose

This agreement ("Agreement") is entered into between Clackamas County ("COUNTY") and **N Clackamas School District** ("AGENCY") 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 developing early childhood care and education training support network for Clackamas rural child care providers.

II. Scope of Work and Cooperation

- A. AGENCY agrees to coordinate and implement the strategies outlined in Exhibit: A – Part 1 Statement of Work, Exhibit: D Program Requirements and Exhibit F Work Plan attached.

III. Compensation

- A. The COUNTY agrees to pay AGENCY an amount not to exceed \$31,405 **during March 1, 2016 through December 31, 2016** for the services outlined in Section II.A.
- B. AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits A-Part 2, D-Part 3 and F attached hereto.
- C. AGENCY will not be paid for work performed prior to obtaining the necessary COUNTY approvals.
- D. All requests for payment are subject to the approval of the COUNTY and will be submitted to:

Korene Mather
Clackamas County-Children, Youth & Families Division
2051 Kaen Road
Oregon City, OR 97045
503-650-5683
korenemat@co.clackamas.or.us

IV. Liaison Responsibility

Karen Rush will act as liaison from the AGENCY for this project. **Karen Gorton** will act as liaison from the COUNTY.

V. Special Requirements

A. Compliance with Applicable Laws and Regulations

The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

B. Indemnity

The AGENCY agrees to indemnify, hold harmless and defend the COUNTY and State of Oregon, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the AGENCY or the AGENCY's employees or agents.

C. Insurance

During the term of this Agreement, AGENCY shall maintain in force at its own expense, the required insurance as provided for in Exhibit B - Insurance Requirements.

D. Record and Fiscal Control System

All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

E. 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 the AGENCY which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.

F. 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.

G. Conflict of Terms.

When a requirement is listed both in the main boilerplate of the Agreement and in an Exhibit, the Exhibit shall take precedence.

H. Special Federal Requirements

The AGENCY shall comply with Common rule that restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).

I. AGENCY shall not enter into any subagreements for any of the work scheduled under this Agreement without obtaining prior written approval from the COUNTY.

VI. Amendment

This Agreement may be amended pursuant to the procedures in Exhibit A, Part 3, Section 2.

VII. Term of Agreement

This Agreement becomes effective March 1, 2016 and will terminate on December 31, 2016

VIII. Termination

- A. This Agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.
- B. Upon termination of this Agreement, any unexpended balances of Agreement funds shall remain with the COUNTY.

IX. Oregon Law and Forum

This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

X. Waiver

The COUNTY and AGENCY shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

[Signature Page Follows]

This Agreement consists of ten sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A: Part 1 - Statement of Work
- Exhibit A: Part 2 - Payment and Financial Reporting
- Exhibit A: Part 3 – Special Terms and Conditions
- Exhibit B: Insurance Requirements
- Exhibit C: Required Federal Terms and Conditions
- Exhibit D: Part 1 – Great Start Program Requirements
- Exhibit D: Part 2 – Family Support Services Program Requirements
- Exhibit D: Part 3 – Kindergarten Partnership and Innovation Program Requirements
- Exhibit D: Part 4 – School Readiness Program Requirements
- Exhibit D: Part 5 – Healthy, Stable and Attached Program Requirements
- Exhibit E: Budget
- Exhibit F: Work Plan

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

KJM
By

Kerensa Mauck
Name (Typed)

Dir, Business Ops.
Title

4/5/16
Date

12400 SE Freeman
Street Address

Milwaukie 97222
City/Zip

503-353-1900
Phone Number

93-0599524
TIN, FIN or S.S.#

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services

Date

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

4-7-16
Date

April 28, 2016

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of an Amendment #1 to Intergovernmental Agreement #148508
 with the State of Oregon, Acting by and through its Oregon Health Authority, for
Adult Mental Health Initiative (AMHI)

Purpose/Outcomes	This agreement provides funding to the County for local administration, mental health and addiction services to residents of Clackamas County.
Dollar Amount and Fiscal Impact	This amendment adds \$659,195.73 to the current contract maximum of \$659,195.73 which brings the new maximum to \$1,318,391.55
Funding Source	Oregon Health Authority – No County General Funds are involved.
Duration	Effective July 1, 2015 and terminates June 30, 2017
Previous Board Action	The original biennial agreement was approved by the Board of County Commissioners on October 1, 2015 agenda item 100115-A1
Strategic Plan Alignment	1. Increase self-sufficiency for our clients. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director- Behavioral Health Division (503)742-5305
Contract No.	7296

BACKGROUND:

The Behavioral Health Division of the Health, Housing and Human Services Department request the approval of an Amendment #1 to Intergovernmental Agreement # 148508 with the State of Oregon, Acting by and through its' Oregon Health Authority for the operation of Adult Mental Health Initiative. AMHI is designed to promote effective use of facility-based mental health treatment, increase care coordination and increase accountability at a local and state level. The initiative supports adults with mental illness in the least restrictive environment possible and minimize use of long term institutional care.

This amendment is effective upon date of last signature and continues through June 30, 2017.

This amendment adds \$659,195.73 to the current contract maximum of \$659,195.73 which brings the new maximum to \$1,318,391.55. This is the award of funds for the 2016/2017 fiscal year.

This contract was reviewed and approved by County Counsel April 11, 2016

RECOMMENDATION:

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

We further recommend that Mary Rumbaugh, Director of the Behavioral Health Division, be authorized to act as County Financial Assistance Administrator under the terms of this agreement with authority to sign proposed amendments to the following: Exhibit C Financial Assistance Award, as well as Exhibit A Definitions and Exhibit B Service Descriptions on behalf of the County.

Respectfully submitted,

Richard Swift, Director
 Health, Housing and Human Services

Agreement Number 148508

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This is amendment number **01** to Agreement Number **148508** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA” and

**Clackamas County Behavioral Health Division
2051 Kaen Road, STE 154
Oregon City, OR 97045
Attn: Pamela Douglas
Telephone: (503) 742-5316
Facsimile: (503) 742-5312
E-mail address: pameladou@clackamas.or.us**

hereinafter referred to as “County.”

- 1.** This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
- 2.** The Agreement is hereby amended as follows:
 - a.** Exhibit A, Part 1 “Statement of Work” is hereby restated in its entirety as per Attachment 1 and incorporated herein by this reference. This restatement is to: move the “Exhibit MHS 37 – Adult Mental Health Initiative (AMHI) to MHS 37 Service Description, MHS Special Project” from a section within the Exhibit A, to an exhibit to Service Element “MHS 37 Special Project” and to add a new “Exhibit to MHS 37 Choice Model Services, prior to July 1, 2016 known as Adult Mental Health Initiative (AMHI) to MHS 37 Service Description, MHS Special Project”.
 - b.** Exhibit E, “Financial Pages,” is hereby amended per Attachment 2 “Financial Pages” and by this reference make it a part thereof.
- 3.** OHA’s performance hereunder is conditioned upon County’s compliance with provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235, and 279B.270, which are hereby incorporated by reference. County shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in 279A.010(1)(hh)), and other recycled products (as “recycled product” is defined in 279A.010(1)(ii)).

4. Except as expressly amended above, all other terms and conditions of the initial Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the initial Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

5. Certification.

a. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:

- (1) The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
- (2) To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (3) County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (4) County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>; and
- (5) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.

b. County is required to provide its Federal Employer Identification Number (FEIN). By County’s signature on this Agreement, County hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.

c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

6. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Clackamas County Behavioral Health Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

State of Oregon, acting by and through its Oregon Health Authority

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Jeffrey J. Wahl, Senior Assistant Attorney General, Lead Counsel, Oregon Health Authority and Department of Human Services, on March 31, 2016, email in Contract file.

OHA Program:

Approved by Mary Mitchell on March 29, 2016, email in Contract file.

Office of Contracts and Procurement:

_____	_____
Regan Dugger, CPSM, C.P.M. Contract Specialist	Date

ATTACHMENT 1

EXHIBIT A

Part 1

Statement of Work

1. **Purpose:** County shall provide supported housing and rental assistance services as described below. OHA requires that the County meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
2. **Services to be provided by County shall include:** Where referenced in this Agreement, “Agreement Settlement” means OHA’s reconciliation of amounts OHA actually disbursed to County against amounts that OHA is obligated to pay to County for services provided under this Agreement. Agreement Settlement can occur following the end of a biennial period, upon termination or expiration of this Agreement. County shall provide the following:
 - a. Service Name: **MHS SPECIAL PROJECTS**
Service ID Code: **MHS 37**
 - (1) **Service Description**

MHS Special Projects (MHS 37) are Mental Health Services within the scope of ORS 430.630 delivered on a demonstration or emergency basis for a specified period of time. Each special project is specifically described in a separate exhibit to this MHS 37 Service Description, which exhibits are incorporated herein by this reference. When Exhibit E, “Financial Pages” contains a line providing payments for MHS 37 Services that line will contain a special condition specifying what special project exhibit to this MHS 37 Service Description applies.
 - (2) **Performance Requirements**

See specific special project exhibits, if any, to this MHS 37 Service Description.
 - (3) **Special Reporting Requirements**

See specific special project exhibits, if any, to this MHS 37 Service Description.
 - (4) **Payment Calculation, Disbursement, and Payment Settlement Procedures**

See specific special project exhibits, if any, to this MHS 37 service description.

Even if the Financial Pages provide payment amounts for MHS 37 Services, OHA shall have no obligation to disburse any payments through this Agreement for any MHS 37 Services (even if payments therefore are disbursed to County) unless a corresponding special project exhibit describing the project is attached to this service description.

**Exhibit MHS 37 – Choice Model Services, prior to July 1, 2016
known as Adult Mental Health Initiative (AMHI)
to MHS 37 Service Description
MHS Special Project**

For the period July 1, 2015 through June 30, 2016:

1. Service Description

MHS 37-Adult Mental Health Initiative (AMHI) is designed to promote the availability and quality of individualized community-based services and supports so that adults with mental illness are served in the most independent environment possible and use of long term institutional care is minimized. This is achieved, in part, through effective utilization of current capacity in facility based treatment settings, increased care coordination and increased accountability at a local and state level.

Target Population:

The target population is individuals who, because of mental illness:

- a. Currently reside at an institution listed in ORS 179.321 and includes patients residing within a Neuro/Gero ward at Oregon State Hospital (OSH) in Salem, Oregon; or
- b. Currently reside in a licensed community based setting listed in ORS 443.400 and includes licensed programs designated specifically for young adults in transition; or
- c. Are under a civil commitment pursuant to ORS 426; or
- d. Were under a civil commitment that expired in the past 12 months; or
- e. Would deteriorate to meeting one of the above criteria without treatment and community supports.

This does not include individuals who are under the jurisdiction of the Psychiatric Security Review Board.

County shall provide oversight and care coordination of individuals within the target population to facilitate access to services consistent with the clinical needs of the individual and the purpose of the Adult Mental Health Initiative. County shall maintain and monitor a provider panel that requires written agreements between County and providers, and that has sufficient capacity and expertise to provide adequate, timely and medically appropriate access to services for the target population. The clinical services may be described and funded through other Agreements or service elements including, but not limited to, MHS 20-Non-Residential Mental Health Services for Adults, MHS 24-Regional Acute Psychiatric Inpatient Services, MHS 26-Non-Residential Mental Health Services For Youth and Young Adults In Transition, MHS 27-Residential Treatment Services for Youth and Young Adults In Transition, MHS 28-Residential Treatment Services, and MHS 34-Adult Foster Care Services for individuals who are 18 years of age or older.

2. Performance Requirements

County shall perform the following:

- a. Supported Housing:
 - (1) Develop supported housing resources;
 - (2) Coordinate access, subject to availability of funds, to safe and affordable housing; and
 - (3) Management and distribution of rental assistance program resources.

b. Exceptional Needs Care Coordination:

- (1)** Hold a face-to-face meeting with every individual referred to OSH from an acute care setting within 72 hours of the referral to assess if diversion from the State Hospital Waitlist is possible;
- (2)** Hold a face-to-face meeting with every non-forensic OSH admission from County within 72 hours of admission resulting in a preliminary discharge plan and a preliminary individualized recovery plan for that individual;
- (3)** Participate in 100% of the State Hospital Interdisciplinary Team (IDT) meetings for each individual from the County's service area;
- (4)** Coordinate treatment planning team meetings for individuals originating from within the County's service area and temporarily receiving treatment at one of the OSH campuses with the goal of assuring appropriate community-based services and supports are developed and available upon IDT determination that the individual no longer requires hospital level of services; v. Ensure administration of standardized tools to determine individual's needs and setting (including Level of Care Utilization System for Psychiatric and Addiction Services (LOCUS), Level of Service Inventory (LSI) or other tools prescribed by OHA);
- (5)** Ensure systemic monitoring of individual's need and access to services; and
- (6)** Ensure individuals have access to all appropriate benefits and resources available;

c. Crisis and Mobile Crisis Services: Ensure access to mobile crisis services as needed as a part of comprehensive community treatment.

- (1)** Provide crisis services, including but not limited to, 24-hours a day, seven days a week screening to determine the need for immediate services for any individual requesting assistance or for whom assistance is requested; and
- (2)** Mobile crisis services are crisis services delivered in an individual's home, a public setting, in a school, in a residential program or in a hospital to enhance community integration. Mobile crisis services may include:
 - (a)** Mental health crisis assessment;
 - (b)** Brief crisis intervention;
 - (c)** Assistance with placement in crisis respite or residential services;
 - (d)** Initiation of civil commitment process if applicable;
 - (e)** Assistance with hospital placement; and
 - (f)** Connecting the individual with ongoing services and supports.

d. Rehabilitative Mental Health Treatment Services:

- (1)** Ensure individuals who are not enrolled in managed care have access to community-based rehabilitative mental health treatment; and
- (2)** Ensure the promotion and coordination of services described in (1) above in the community.

- e. Transition Planning and Management:
 - (1) Ensure utilization management of existing residential resources;
 - (2) Ensure residential treatment coordination occurs to assist both non-Medicaid and Medicaid enrolled individuals who are not enrolled in managed care in transitioning between licensed facilities and from licensed facilities to independent living; and
 - (3) Provide OHA with admission and discharge information for both non-Medicaid and Medicaid enrolled individuals who are not enrolled in managed care receiving personal care and rehabilitative mental health services in licensed community-based settings.
- f. Promote Peer Run and Peer Delivered Services:
 - (1) Peer run and peer delivered services are provided by individuals who have successfully engaged in their own personal recovery and demonstrate the core competencies for Peer Support Specialists, as defined by OAR 410-180-0300 through 410-180-0380, which may be revised from time to time;
 - (2) Peer Support Specialists are compensated for delivering Peer Delivered Services;
 - (3) The provider shall maintain policies and procedures that facilitate and document accessibility to a full range of peer run and peer delivered services;
 - (4) Ensure each individual reported to OHA as an MHS 37-AMHI service recipient has an individualized recovery plan subject to recipient choice; and
 - (5) Match individuals with peers who are best suited to assist in achieving goals in the individualized recovery plan. These services are provided by individuals who share a similar experience and promote recovery.
- g. Recovery-oriented services:
 - (1) Develop recovery oriented services based on identified individual and community needs that are culturally responsive and geographically accessible; and
 - (2) Develop purchasing strategies that encourage consumer self-direction, including but not limited to, developing voucher payment methods for some services.
- h. Guardianship:
 - (1) County may establish criteria for financially supporting guardianship; and
 - (2) County may prioritize support of court costs to establish non-paid family member as guardian.

3. Reporting Requirements

- a. Assure OHA licensed providers of adult mental health residential services comply with the prior authorization processes described in OAR 410-172-0140, service entry processes described in OAR 410-172-0240, and program requirements described in OAR 410-172-0250 through 410-172-0270.
- b. County shall prepare and electronically submit to the E-Submission site located at https://aix-xweb1p.state.or.us/amh_xweb/amh/index.cfm?a, the following data within 45 calendar days following the end of each subject month, unless a different schedule is specified, AMHI Level of Service Intensity Determination Data that includes:

- (1) An eight digit alphanumeric character Medicaid ID number or a nine digit social security number;
- (2) Individual's date of birth (00/00/0000);
- (3) Individual's gender;
- (4) Date of referral;
- (5) Referral source;
- (6) Date of determination;
- (7) County of Responsibility;
- (8) Scores for LOCUS Domains (to be reported annually or as needed);
- (9) Composite LOCUS score. (to be reported annually or as needed);
- (10) AMHI eligibility Y/N;
- (11) Levels of care recommended. (Note: Base the recommended level of care on both LOCUS data and other data indicative of the individual's needs and functioning);
- (12) Date the individual is determined not to be AMHI eligible or the last day the individual is considered AMHI eligible. Field will be blank if the individual continues to be AMHI eligible. A blank field will be considered complete;
- (13) Type of community services provided for each individual served in unlicensed community settings; and
- (14) Additional narrative that may help document the services and supports offered to the individual.

c. County shall submit the following reports electronically to amhcontract.administrator@state.or.us on forms prescribed by OHA:

- (1) Every two weeks, County shall prepare and submit to OHA a discharge planning update for every individual residing at OSH from their service area who has been determined to be 'Ready to Transition' for 30 days or more. The update must describe the specific barriers;
- (2) County shall prepare and submit an AMHI Statement of Revenue and Expenses report within 45 calendar days following the end of each subject quarter; and
- (3) Upon OHA's identification of any deficiencies in the County's subcontractor performance under this Agreement, including failure to expend available funding, County shall prepare and submit to OHA an OHA approved corrective action plan (CAP). The CAP must include the following information:
 - (a) The name of the subcontractor responsible for the deficiency;
 - (b) Reason or reasons for the CAP;
 - (c) The date the CAP will become effective;
 - (d) Proposed resolution of the deficiencies identified; and
 - (e) Proposed remedies, short of termination, should County's subcontractor not come into compliance within the timeframe set forth in the CAP.

4. Payment Calculation, Disbursement and Agreement Settlement Procedures

- a. **Calculation of Payment:** Payments for this special project are intended to be general payments for MHS 37-AMHI Services provided through this Agreement. Accordingly, OHA will not track delivery of MHS 37-AMHI Services or service capacity on a per unit basis except as necessary to verify that the performance requirements set forth above have been met.
- b. **Disbursement of Payment:** Unless a different disbursement method is specified in that line of the Exhibit E, “Financial Pages”, OHA will make payments for MHS 37-AMHI Services provided under a particular line of the Financial Pages to County in substantially equal monthly payments during the period specified in that line of the Financial Pages, subject to the following:
 - (1) OHA may, upon written request of County, adjust monthly payments;
 - (2) Upon amendment to the Financial Pages, OHA shall adjust monthly payments as necessary, to reflect changes in the funding MHS 37-AMHI Services provided under that line of the Financial Pages;
- c. **Calculation of Performance Payment:** County will qualify for a performance payment at the end of each fiscal year if it was operational, as defined by serving individuals and evidenced by the data properly reported in accordance with Section (3), “Reporting Requirements”, for at least 180 days per fiscal year and who meet the following performance criteria:
 - (1) County has documented achievement of 100% of the minimum number of mutually agreed upon qualifying events prior to the end of each year of funding under this Agreement; and
 - (2) County has maintained an average daily population on OSH non-forensic units below target set by OHA (unless this requirement has been waived by OHA); and
 - (3) County has discharged all non-forensic OSH individuals (excluding DHS’ Aging and People with Disabilities service eligible individuals) in less than 90 days after being deemed ready to transfer.
- d. **Disbursement of Performance Payment:** The performance payment is based on achievement of the performance criteria in accordance with Section (2), “Performance Requirements” above. Upon OHA’s determination that County met or exceeded the performance criteria, County may invoice OHA for a performance payment not to exceed the amount specified in that particular line of Exhibit E, “Financial Pages”.
- e. **Agreement Settlement:** Agreement Settlement will be used to confirm implementation of the project described herein based on data properly reported in accordance with Section (3), “Reporting Requirements” above.

For the period July 1, 2016 through June 30, 2017:

1. For purposes of this of this section the following definitions apply:
 - a. Face-to-Face means a personal interaction where both words can be heard and facial expressions can be seen in person or through telehealth services where there is a live streaming audio and video.

- b. In-reach means services delivered from community resources to the individual while at the Oregon State Hospital (OSH), including Assertive Community Treatment (ACT) and peer services to help OSH develop stabilization strategies and to prepare individual's for discharge. These services can be delivered through meetings with Choice Model Services ENCC, hospital staff, and the individual being served.
- c. Community Resource Development Plan means a plan to assess an individual's needs in the community for discharge within 30 calendar days of admission to OSH. County shall identify if the individual's needs are currently available in the community; if so, then reserve those resources; if not, then develop those resources to be ready once the individual is stable. A list of approved resources can be found on the OHA procedural website located at <http://www.oregon.gov/oha/amh/Pages/cm.aspx>, as it may be changed from time to time.
- d. Behavioral Services means an array of mental health and substance use disorder services, from screening and prevention to the level of services an individual qualifies to receive. Considering this is a mental health primary population, it is especially important to address substance use disorders at any level identified, including detox, residential and outpatient treatment. Behavioral services should also be integrated into the individuals' medical home with options for receiving services in that setting as well as specialized behavioral healthcare settings, such as community mental health.
- e. ENCC – Exceptional Need Care Coordination is a title of a County delivering Choice Model Services and emphasizes the role of identifying and creating new services that are specifically matched to the target population described in the Service Description. In addition, ENCCs also assist but not lead, in the placement of other clients outside of the target population as a resource for community placement or diversion from the Oregon State Hospital.
- f. Qualifying Events (QEs) are transitions from one level of care to another, typically from OSH to independence with services to be successful, or to licensed residential or foster care. Transitions are not expected to be sequential up or down in levels of care but be matched with an individual's stabilization and abilities. More points are assigned to placements that are independent from OSH than to licensed care. More definitions can be found at the procedural website: <http://www.oregon.gov/oha/amh/Pages/cm.aspx>, as it may be changed from time to time.
- g. 1915(i) - The Home and Community-Based Services (HCBS) 1915 (i) is a state Medicaid plan amendment that allows for the use of Medicaid funding for Home-Based Habilitation. Behavioral Habilitation and Psychosocial Rehabilitation services are for qualified Medicaid recipients who have been diagnosed with a mental illness.

2. **Service Description**

The Choice Model Services, previously known as the Adult Mental Health Initiative (AMHI), is designed to promote more effective utilization of current capacity in facility based treatment settings, increase care coordination and increase accountability at a local and state level. It is designed to promote the availability and quality of individualized community-based services and supports so that adults with mental illness are served in the most independent environment possible and use of long term institutional care is minimized.

Target Population:

The target population is individuals who, because of mental illness:

- a. Currently reside at an institution listed in ORS 179.321 and includes patients residing within a Neuro/Gero ward at OSH in Salem, Oregon; or

- b. Currently reside in a licensed community based setting listed in ORS 443.400 and includes licensed programs designated specifically for young adults in transition; or
- c. Are under a civil commitment pursuant to ORS 426; or
- d. Were under a civil commitment that expired in the past 12 calendar months; or
- e. Would deteriorate to meeting one of the above criteria without treatment and community supports; and
- f. Does not include individuals who are under the jurisdiction of the Psychiatric Security Review Board (PSRB).

County shall:

- a. Provide oversight and care coordination of individuals within the target population to facilitate access to services consistent with the clinical needs of the individual and the purpose of the Choice Model Services; and
- b. Maintain and monitor a provider panel that requires written agreements between County and providers, and that has sufficient capacity and expertise to provide adequate, timely and medically appropriate access to services for the target population. The clinical services may be described and funded in other contracts or services for individuals who are 18 years of age or older, including the contracts between OHA and Coordinated Care Organizations (CCO).

3. Performance Requirements

County shall perform the following services as prescribed in the procedural website located at <http://www.oregon.gov/oha/amh/Pages/cm.aspx>, as it may be changed from time to time with mutual agreement between OHA and County.

Performance Requirements will be demonstrated as completed by submission of reports as required in Subsection (4) below, for each element as follows:

- a. Supported Housing;
- b. Exceptional Needs Care Coordination;
- c. Crisis and Mobile Crisis Services;
- d. Rehabilitative Mental Health Treatment Services;
- e. Transition Planning and Management;
- f. Develop and promote Peer Run and Peer Delivered Services;
- g. Recovery-oriented services;
- h. Guardianship, conservator and/or payee; and
- i. Supportive and Supported Employment.

Choice Model payments may be used to purchase services and for system development as mutually agreed upon between OHA and County as prescribed in Choice Model Services procedures located at <http://www.oregon.gov/oha/amh/Pages/cm.aspx>, as it may be revised from time to time.

County may contract with subcontractors subject to prior review and written approval by OHA.

4. Reporting Requirements

County shall prepare and electronically submit to amhcontract.administrator@state.or.us written reports using forms and procedures as prescribed in OHA's website located at <http://www.oregon.gov/oha/amh/Pages/cm.aspx> no later than 45 calendar days following the end of each stated subject time period during the term of the Agreement, as it may be revised from time to time.

- a. OHA licensed providers of adult mental health residential services shall comply with the prior authorization processes described in OAR 410-172-0140, service entry processes described in OAR 410-172-0240, and program requirements described in OAR 410-172-0250 through 410-172-0270.
- b. County shall prepare and electronically submit transition outcome Qualifying Events (QEs) to the E-Submission site located at <http://www.oregon.gov/oha/amh/Pages/cm.aspx>¹ containing the Level of Service Intensity Determination Data as prescribed by OHA at the above web site no later than 45 calendar days following the end of each subject month unless a different schedule is specified.
- c. For every individual who will exceed the OHA established timeline for placement, County shall prepare and submit to OHA a weekly review of the discharge plan update for every individual residing at OSH from their service area. The update must describe the specific barriers, strategies to overcome those barriers, and timelines to accomplish the transition to the community.
- d. County shall prepare and submit a Choice Model Services, Statement of Revenue and Expenses report following the end of each subject quarter.
- e. Upon OHA’s identification of any deficiencies in the County’s subcontractor performance under this Agreement, including failure to expend available funding, County shall prepare and submit to OHA an OHA approved Corrective Action Plan (CAP). The CAP must include the following information:
 - (1) The name of the subcontractor responsible for the deficiency;
 - (2) Reason or reasons for the CAP;
 - (3) The date the CAP will become effective;
 - (4) Proposed resolution of the deficiencies identified; and
 - (5) Proposed remedies, short of termination, should County’s subcontractor not come into compliance within the timeframe set forth in the CAP.

5. Payment Calculation, Disbursement and Agreement Settlement Procedures

OHA provides payments for MHS 37 – Choice Model Services in two different ways, through Part A and Part C payments. The payment type is set forth in Exhibit E, “Financial Pages”, in MHS 37 lines that contain an “A” for Part A or “C” for Part C payments.

- a. The Part A payments will be calculated, and disbursed as follows:
 - (1) Calculation of Payments: Payments for this special project are intended to be general payments for MHS 37- Choice Model Services provided through this Agreement. Accordingly, OHA will not track delivery of MHS 37- Choice Model Services or service capacity on a per unit basis except as necessary to verify that the performance requirements set forth above have been met.
 - (2) Disbursement of Payment: Unless a different disbursement method is specified in that line of the Exhibit E, “Financial Pages”, OHA will make payments for MHS 37- Choice Model Services provided under a particular line of the Financial Pages to County in substantially equal monthly payments during the period specified in that line of the Financial Pages, subject to the following:
 - (a) OHA may, upon written request of County, adjust monthly payments; and

¹ Hyperlinks to this location, <http://www.oregon.gov/oha/amh/Pages/cm.aspx>, will not be active until July 1, 2016.

- (b) Upon amendment to the Financial Pages, OHA shall adjust monthly payments as necessary, to reflect changes in the funding MHS 37- Choice Model Services provided under that line of the Financial Pages.
- b. The Part C payments will be calculated and disbursed as follows:
 - (1) Calculation of Performance Payment: County will qualify for a performance payment at the end of each fiscal year if it was operational, as defined by serving individuals and evidenced by the data properly reported in accordance with Subsection (4), “Reporting Requirements”, for at least 180 calendar days per fiscal year and who meet the following performance criteria:
 - (a) County has documented achievement of 100% of the minimum number of mutually agreed upon qualifying events prior to the end of each fiscal year of payments under this Agreement; and
 - (b) County has maintained an average daily population on OSH non-forensic units below target set by OHA (unless this requirement has been waived by OHA); and
 - (c) County has discharged all non-forensic OSH individuals (excluding Aging and People with Disabilities as well as Intellectual and Development Disabilities service eligible individuals) in less than 90 calendar days after being deemed ready to transfer.
 - (2) Disbursement of Performance Payment: The performance payment is based on achievement of the performance criteria in accordance with Section (3), “Performance Requirements” above. Upon OHA’s determination that County met or exceeded the performance criteria, County may prepare and electronically submit a written invoice to amhcontract.administrator@state.or.us for a performance payment not to exceed the amount specified in that particular line of Exhibit E, “Financial Pages”.
- c. Agreement Settlement: Agreement Settlement will be used to confirm implementation of the project described herein based on data properly reported in accordance with Section (4), “Reporting Requirements” above.

Payments will be recovered for unconfirmed services, as noted by incomplete or missing reporting requirements, as a percentage of the payment made for that subject reporting period.

There is no Settlement on Performance Payments.

ATTACHMENT 2

**EXHIBIT E
Financial Pages**

OREGON HEALTH AUTHORITY
DIRECT CONTRACT
FOR THE 2015-2016 YEAR
PART 1-A
FINANCIAL PAGES

DIR2

CONTRACT #: 148508 CONTRACTOR: CLACKAMAS COUNTY - AMHI
AMENDMENT#: 001

<u>SERVICE ELEMENT</u>	<u>PRIOR CONTRACTED AMOUNT</u>	<u>CONTRACT CHANGE</u>	<u>NEW CONTRACTED AMOUNT</u>	<u>UNITS</u>	<u>SERV CODE</u>	<u>SP#</u>
MENTAL HEALTH SERVICES						
37	\$626,236.03	\$0.00	\$626,236.03	0.		0
	\$626,236.03	\$0.00	\$626,236.03			
TOTAL PART 1-A	\$626,236.03	\$0.00	\$626,236.03			

OREGON HEALTH AUTHORITY
 DIRECT CONTRACT
 FOR THE 2015-2016 YEAR
 PART 1-C
 FINANCIAL PAGES

DIR2

CONTRACT #: 148508 CONTRACTOR: CLACKAMAS COUNTY - AMHI
 AMENDMENT#: 001

SERVICE ELEMENT	PRIOR CONTRACTED AMOUNT	CONTRACT CHANGE	NEW CONTRACTED AMOUNT	UNITS	SERV CODE	SP#
MENTAL HEALTH SERVICES						
37	\$32,959.79	\$0.00	\$32,959.79	0.		0
	\$32,959.79	\$0.00	\$32,959.79			
TOTAL PART 1-C	\$32,959.79	\$0.00	\$32,959.79			

OREGON HEALTH AUTHORITY
 DIRECT CONTRACT
 FOR THE 2016-2017 YEAR
 PART 1-A
 FINANCIAL PAGES

DIR2

CONTRACT #: 148508 CONTRACTOR: CLACKAMAS COUNTY - AMHI
 AMENDMENT#: 001

SERVICE ELEMENT	PRIOR CONTRACTED AMOUNT	CONTRACT CHANGE	NEW CONTRACTED AMOUNT	UNITS	SERV CODE	SP#
MENTAL HEALTH SERVICES						
37	\$0.00	\$626,236.03	\$626,236.03	0.		1
	\$0.00	\$626,236.03	\$626,236.03			
TOTAL PART 1-A	\$0.00	\$626,236.03	\$626,236.03			

OREGON HEALTH AUTHORITY
 DIRECT CONTRACT
 FOR THE 2016-2017 YEAR
 PART 1-c
 FINANCIAL PAGES

DIR2

CONTRACT #: 148508 CONTRACTOR: CLACKAMAS COUNTY - AMHI
 AMENDMENT#: 001

SERVICE ELEMENT	PRIOR CONTRACTED AMOUNT	CONTRACT CHANGE	NEW CONTRACTED AMOUNT	UNITS	SERV CODE	SP#
MENTAL, HEALTH SERVICES						
37	\$0.00	\$32,959.79	\$32,959.79	0.		2
	\$0.00	\$32,959.79	\$32,959.79			
TOTAL PART 1-c	\$0.00	\$32,959.79	\$32,959.79			

OREGON HEALTH AUTHORITY
Direct Contract

CONTRACTOR: CLACKAMAS COUNTY - AMHI
DATE: 03/15/2016

CONTRACT#: 148508
AMENDMENT#: 001

REASON FOR CONTRACT/AMENDMENT:

MHS Special Projects (MHS 37) and Exhibit MHS 37 Choice Model Services, prior to July 1, 2016 known as Adult Mental Health Initiative (AMHI) to MHS 37 Service Description. This amendment provides funding for Fiscal Year 2016-2017.

SPECIAL CONDITIONS:

- 1 These payments are provided for the special project described in Exhibit MHS 37 - Choice Model Services, prior to July 1, 2016 known as Adult Mental Health Initiative (AMHI) to MHS 37 Service Description.
- 2 These payments are for MHS 37 - Choice Model Services, prior to July 1, 2016 known as Adult Mental Health Initiative (AMHI) Performance Payment.



Scott Caufield
Building Codes Administrator

BUILDING CODES DIVISION

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

April 28, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement for Provision of Building Inspection/Plan Review Services with the City of Milwaukie

Purpose/Outcomes	This Agreement updates a previous Intergovernmental Agreement (IGA) with the City of Milwaukie. In this revised IGA, the same services will be provided, with the following revisions: <ul style="list-style-type: none"> • The Agreement adds reciprocity, allowing the County, following the terms of the Agreement, to utilize the inspection and plans review services of the City • The process for issuing electrical permits is revised, with the City issuing all electrical permits • The revenue sharing is updated to match current market standards
Fiscal Impact	For providing electrical plans review and inspections, the County's Building Codes Division receives 70% of all the permit revenues collected for the electrical program. For all other programs (excluding electrical) the County is reimbursed at a rate of \$95.00 per hour for inspections, and 70% of plans review fee for plans review.
Funding Source	Permit fees – no County funds are involved.
Safety Impact	Providing services for the City of Milwaukie ensures that structures are built following current codes, thereby providing a safe built environment.
Duration	The IGA is effective from year to year in perpetuity, unless terminated by both parties as outlined in the Agreement.
Previous Action	<i>08/21/1997:</i> BCC entered into the existing IGA with the City of Milwaukie to provide plumbing and electrical plans review and inspections services. <i>06/14/2001:</i> BCC approved the current Amendment to the existing IGA, updating the revenue sharing structure.
Contact Person	Cheryl Bell, Deputy Building Codes Administrator, Transportation & Development, 503-742-4721

BACKGROUND

On August 21, 1997 Clackamas County entered into an IGA with the City of Milwaukie to provide electrical and plumbing plans review and inspection services. The Agreement has been in place since this original signing, with only minor modifications to the revenue sharing (by Addendum) on June 14, 2001.

In January 2016 the City of Milwaukie signed an updated IGA. If approved, under this updated Agreement the County will continue to provide building code program services in the same manner as was established in 1997 except as noted below:

- Due to the fluctuation in development and construction, the updated Agreement is reciprocal. This allows the City and County to, following the terms of the Agreement, share inspection and plans review services. The provision provides an option to cost effectively address short term staffing needs and plans review overflow.
- Previously both the City and the County could issue electrical permits. With this revised Agreement, the City of Milwaukie will issue all electrical permits. In turn, the County will provide electrical plans review and inspections following the terms as outlined in this Agreement. This change provides a more streamline mechanism for tracking permits and their associated revenues.
- This Agreement updates the revenue sharing structure to be in alignment with current market standards. Following this new structure, for electrical plans review and inspections, the County will receive 70% of the permit revenues collected for the electrical program. For all other work (excluding the electrical program) the County's Building Codes Division will be reimbursed at \$95.00 per hour for inspections, and will perform plans reviews for 70% of the plans review fee.

This Agreement has been reviewed and approved by County Council.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve this Agreement for Provision of Building Inspection/Plan Review Services with the City of Milwaukie.

Respectfully submitted,

Scott Caufield
Building Codes Administrator

Intergovernmental Agreement For Provisions of
Building Inspection/Plan Review (BI/PR) Services

This Agreement is entered into by and between City of Milwaukie (A political subdivision of the State of Oregon) and the following counties or cities, each of which is an Oregon municipal corporation:

County of Clackamas

RECITALS

- A. ORS 190.010 authorizes and allows the parties to this Agreement to perform the functions and activities that another party to this Agreement has authority to perform.
- B. Each of the parties has staff that provides BI/PR services for their respective jurisdictions.
- C. With the fluctuations in development and construction activity in Oregon the parties have experienced variations in demand for BI/PR services over the course of the last few fiscal years; and the parties believe it may be more cost effective and better serve the public to share experienced staff of another jurisdiction rather than independently hiring additional staff.

AGREEMENT

Now, therefore, based on the foregoing, the signatories agree as follows:

- 1. Definitions. As used herein, the following words and phrases mean:
 - 1.1. "Borrowing Party" is the governmental entity requesting and obtaining staff assistance from another signatory to this Agreement.
 - 1.2. "Building Inspection/Plan Review Services" (BI/PR) are services related to the issuance of permits under the provisions of ORS Chapters 197.215, 227 or 455.
 - 1.3. "Originating Party" is the entity loaning one or more of its employees to another signatory for staff assistance related to BP/PR.
 - 1.4. "Reimbursement Costs" are those charges related to a Shared Employee as set forth in a fee schedule adopted by an Originating Party. The charges shall be set out as an hourly rate for inspection services, and a percentage of the plan review fee for plan review services.
 - 1.5. "Shared Employee" is the Originating Party's employee loaned to a Borrowing Party under this Agreement.
- 2. Requested Use of Shared Employees. Each Party to this Agreement shall make available its employees providing BP/PR, to the extent these employees are (in the opinion of the Originating Party) available for loan. The Borrowing Party shall inform the Originating Party, that it desires staff assistance related to BP/PR from of the Originating Party stating the number of positions and the minimum qualifications of the staff requested. The request shall also set out when the Shared Employee would be needed and an estimate of the duration for the need.
- 3. Response to Request for Use. The Originating Party shall promptly provide Borrowing Party with the name(s) of employee(s) that are available and a brief description of the employees' qualifications. It shall be in the sole discretion of the Originating Party to select the employees subject to this Agreement. This process is to be quick and

responsive such that a Borrowing Party may make a request in the morning and be lent a Shared Employee that same day.

4. Payment for Use of Shared Employee and Revenue Sharing.

4.1 Inspections services, excluding electrical, the payment shall be at the rate of \$95.00 per hour and shall include travel time between jurisdictions.

4.2 Plan review services, excluding electrical, shall be paid at 70% of the plan check fee.

4.3 Plan review and inspection services for electrical shall have the revenue collected by the City dispersed accordingly; the City shall forward to the County seventy percent (70%) of the permit revenues collected on a monthly basis for electrical permits. The City shall retain the other thirty percent (30%) of the permit revenues. The City shall maintain records to assure compliance with ORS 479.845(1) and remit to the State Building Codes Division all surcharge due according to ORS 455.210(4)

5. Accounting for Shared Employee. The Originating Party shall provide to the Borrowing Party an accounting of hours spent performing inspections services for the Borrowing Party. This information shall be provided monthly and may be provided via e-mail or fax. Each party shall keep a running total of the hours worked by each party for the other. Both parties shall prepare an accounting and pay all reimbursement costs within 30 days of the end of each month.

6. Status of Shared Employee. A Shared Employee shall:

6.1. Account for the number of hours in service to a Borrowing Party;

6.2. Remain an employee of the Originating Party continuing to be paid and receiving employee benefits therefrom without entitlement or claim to any salary, compensation or other benefits from the Borrowing Party;

6.3. Continue working the number of hours specified in his or her contract of employment with the Originating Party while loaned to a Borrowing Party, unless the Originating Party, Borrowing Party and the Shared Employee agree otherwise;

6.4. In the event of any dispute between the Shared Employee and Borrowing Party about the performance of services under this Agreement, Shared Employee shall be subject to the exclusive direction and control (including personnel actions and discipline) of the Originating Party.

6.5. Administer the building code and the adopted policies of the Borrowing Party, and shall defer to the direction of the building official of the Borrowing Party on matters relating to the BI/PR services and the issuance of permits. It is agreed by and between the parties that the Shared Employee is carrying out a function on behalf of the Borrowing Party, and the Borrowing Party has the right of direction or control of the manner in which the Borrowing Party delivers services under this Agreement and exercises control over the activities of the Shared Employee when providing agreed upon services.”

7. Obligations of Borrowing Party. If the Shared Employee does not meet the needs or is otherwise not satisfactory to Borrowing Party, Borrowing Party's sole recourse shall be the return of Shared Employee to Originating Party. The Borrowing Party shall provide a written explanation to the Originating Party for the return of the Shared Employee(s). Borrowing Party shall provide a Shared Employee with all material(s) and work space necessary to perform the requested BP/PR.

8. Obligations of Originating Party. In addition to its other obligations set out elsewhere in this Agreement, the Originating Party shall be responsible for provision of any official motor vehicle necessary for performance of services by a Shared Employee.

9. General Provisions.

- 9.1 Compliance with Laws. Every party shall comply with all applicable federal, state and local laws, including those related to discrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability and all applicable laws and regulations regarding the handling and expenditure of public funds.
- 9.2 Oregon Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.
- 9.3 Time is of the Essence. Time is of the essence in the performance of this Agreement.
- 9.4 System Access. The borrowing party agrees to provide the originating party access to the borrowing parties permitting system. The Borrowing Party may limit access to any materials or information systems that the Borrowing Party determines, in its sole discretion, is not necessary to perform the requested BI/PR services.
- 9.5 Default. A party shall be deemed in default if it fails to comply with any provision of this Agreement. The non-defaulting party shall provide defaulting party written notice of the default and an explanation thereof and allow the defaulting party thirty (30) days within which to cure. In the event of default, the non-defaulting party may terminate this Agreement immediately upon written notice provided to the defaulting party.
- 9.6 Indemnification. Each entity in its capacity as an Originating Party hereby agrees to indemnify, defend and hold harmless- those entities acting as Borrowing Parties(including their officers, employees and agents) from and against all claims, demands and causes of actions and suits of any kind or nature made by a third party for personal injury, death or damage to property arising out of the service(s) performed by the Originating Party its, officers, employees(including Shared Employees) and agents pursuant to the terms of this Agreement. Each party shall give the other parties to this Agreement notice of any claim made or case filed that relates to this Agreement or services performed hereunder.
- Each entity in its capacity as a Borrowing Party hereby agrees to indemnify, defend and hold harmless the entity acting as the Originating Party (including their officers, commissioners, employees and agents) from and against all claims, demands and causes of actions and suits of any kind or nature made by a third party for personal injury, death or damage to property arising out of the service(s) performed by the Borrowing Party its, officers, commissioners, employees (including Shared Employees) and agents pursuant to the terms of this Agreement. Each party shall give the other party to this Agreement notice of any claim made or case filed that relates to this Agreement or services performed hereunder.
- 9.7 Insurance. Each party agrees to maintain liability and workers compensation insurance in accordance with statutory requirements at levels necessary to protect against liabilities allowed by law. Each Originating Party shall maintain workers compensation coverage for any Shared Employee loaned under this Agreement.
- 9.8 Modification. This agreement may be amended in writing as may be mutually agreed to between the parties.
- 9.9 Dispute Resolution. The parties shall first attempt to informally resolve any dispute concerning this Agreement. A neutral party may be used to facilitate those negotiation. In the event of an impasse, the issue shall be submitted to the governing bodies for a recommendation or resolution.
- 9.10 Enforcement. Subject to the provisions in paragraph 9.6, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement.
- 9.11 Excused Performance In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delays or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations,

new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control of the party to be excused.

9.12 Termination. A party may terminate its participation in this Agreement, with or without cause and at any time, by providing thirty (30) days written notice to the other parties to this Agreement.

9.13 Severability. If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

9.14 Entire Agreement. This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

10. Term of Agreement. This Agreement shall take effect on the date that both parties have signed the agreement and continue thereafter from year to year in perpetuity unless terminated by the parties consistent with section 9 above.

11. Contact Persons. Communications about this Agreement and any notice sent under its terms shall be sent by and to the following contact persons for the respective parties:

<u>Jurisdiction</u>	<u>Contact Person</u>	<u>Address</u>
City of Milwaukie	Samantha Vandagriff	6101 SE Johnson Creek Blvd.
Clackamas County	Scott Caufield	150 Beaver Creek Rd

12. Appropriations Clause. The obligations of the parties are subject to appropriations by their governing bodies. This Agreement is subject to the debt limitations in Oregon Constitution, Article XI, section 10 and any debt limitations contained in a city charter.

13. Terms Specific to this Agreement. This Agreement is effective January 1st, 2016.

City of Milwaukie
Jurisdiction

Signature 

Date

Bill Monahan
Printed Name

City Manager
Title

Address: 10722 SE Main Street Milwaukie OR, 97222

City of Clackamas County
Jurisdiction

Signature:

Date

Printed Name

Title

Address: 150 Beavercreek Rd, Oregon City, OR, 97045



April 28, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget
(Less Than Ten Percent) for Fiscal Year 2015-2016

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2015-2016
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$1,601,031.
Funding Source	Includes Prior Year Revenue, Fund Balance, License and Permits, Federal and State Grant, Local Government and Other Agencies, Charges for Services, Fines and Penalties, Miscellaneous Revenue and Miscellaneous Sales, Other Financing Sources and Interfund Transfer.
Safety Impact	N/A
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Adopted June 25, 2015, amended October 29, December 10 and March 24, 2016
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.471 (3) which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The General Fund – Public Government and Affairs is recognizing miscellaneous revenue and budgeting to add a full-time Publication/Communication Specialist position to support the Transportation and Development Department.

The General Fund – Surveyor is recognizing additional year end revenue and budgeting for program costs.

The Planning Fund is recognizing additional year end revenues and appropriating it in contingency.

The Sheriff's Fund is adjusting fund balance and recognizing Search and Rescue Conference revenue and budgeting for Peer Support Training program costs.

The Code Enforcement Resource Conservation & Solid Waste Fund is recognizing additional Water Environment Services revenue and other revenue sources and budgeting for program costs.

The Public Land Corner Preservation Fund is recognizing additional services revenue and budgeting for temporary worker costs and contingency.

The Children, Youth and Families Fund is recognizing an interfund transfer from the Health, Housing and Human Services Administration Fund and budgeting it for contract services costs.

The Dog Services Fund is recognizing year end estimated revenue and budgeting for program costs and contingency.

The Public Health Fund is recognizing an interfund transfer from the General Fund and other program services revenue and budgeting for program costs. This fund is also reducing contingency to pay for program enhancement projects.

The Department of Transportation Capital Projects Fund is recognizing interfund transfers from the Roads Fund and Countywide Transportation SDC Fund and budgeting for program costs and contingency.

The effect of this Resolution is an increase in appropriations of \$1,601,031 including revenues as detailed below:

Prior Year Revenue	\$ 282,092.
Fund Balance	2,693.
License and Permits	128,555.
Federal Operating Grants	249,627.
State Operating Grants	(263,918.)
Local Government and Other Agencies	(300,769.)
Charge for Services	468,757.
Fines and Penalties	19,128.
Miscellaneous Revenue	79,429.
Miscellaneous Sales	6,800.
Other Financing Sources	(4,360.)
Interfund Transfer	<u>932,997.</u>
Total Recommended	<u>\$ 1,601,031.</u>

RECOMMENDATION:

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

Sincerely,

Diane Padilla
Budget Manager

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget for Items Less Than 10
Percent of the Total Qualifying Expenditures
and Making Appropriations for Fiscal
Year 2015-16

Resolution No _____
Page 1

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

WHEREAS, a supplemental budget for the period of July 1, 2015 through June 30, 2016, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; the funds being adjusted are:

- . General Fund – Public Government and Affairs
- . General Fund - Surveyor
- . Planning
- . Sheriff Fund
- . Code Enforcement Resource Conservation & Solid Waste
- . Public Land Corner Preservation Fund
- . Children, Youth and Families Fund
- . Dog Services Fund
- . Public Health Fund
- . DTD Capital Projects Fund;

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2015 through June 30, 2016.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.471, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this ____ day of _____, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
April 28, 2016

Recommended items by revenue source:

Prior Year Revenue	\$ 282,092
Fund Balance	2,693
License and Permits	128,555
Federal Operating Grants	249,627
State Operating Grants	(263,918)
Local Government and Other Agencies	(300,769)
Charge for Services	468,757
Fines and Penalties	19,128
Miscellaneous Revenue	79,429
Miscellaneous Sales	6,800
Other Financing Sources	(4,360)
Interfund Transfers	932,997
Total Recommended	<u><u>\$ 1,601,031</u></u>

GENERAL FUND - PUBLIC GOVERNMENT AND AFFAIRS

Revenues:	
Miscellaneous Revenue	\$ 24,035
Total Revenue	<u><u>\$ 24,035</u></u>
Expenses:	
Public Government and Affairs	\$ 24,035
Total Expenditures	<u><u>\$ 24,035</u></u>

General Fund – Public Government and Affairs is recognizing miscellaneous revenue and budgeting to add a full-time Publication/Communication Specialist position to support the Transportation and Development Department

GENERAL FUND- SURVEYOR

Revenues:	
License and Permits	\$ 7,850
Charge for Services	(5,506)
Miscellaneous Sales	3,300
Total Revenue	<u><u>\$ 5,644</u></u>
Expenses:	
Transportation and Development	\$ 5,644
Total Expenditures	<u><u>\$ 5,644</u></u>

General Fund – Surveyor is recognizing additional year end revenue and budgeting for program costs.

PLANNING FUND

Revenues:	
State Operating Grants	\$ 10,000
Charge for Services	154,200
Fines and Penalties	5,000
Miscellaneous Revenue	4,100
Total Revenue	<u>\$ 173,300</u>

Expenses:	
Economic Development	\$ (67,811)
Not Allocated to Organizational Unit	
Contingency	241,111
Total Expenditures	<u>\$ 173,300</u>

Planning Fund is recognizing additional year end revenues and appropriating it in contingency.

SHERIFF FUND

Revenues:	
Charge for Services	\$ 4,400
Miscellaneous Revenue	13,300
Total Revenue	<u>\$ 17,700</u>

Expenses:	
Public Protection	\$ 17,700
Total Expenditures	<u>\$ 17,700</u>

Sheriff's Fund is adjusting fund balance and recognizing Search and Rescue Conference revenue and budgeting for Peer Support Training program costs.

CODE ENFORCEMENT RESOURCE CONSERVATION & SOLID WASTE

Revenues:	
License and Permits	\$ 8,058
Local Government & Other Agencies	(46,738)
Charge for Services	69,720
Fines and Penalties	(11,872)
Miscellaneous Revenue	1,993
Total Revenue	<u>\$ 21,161</u>

Expenses:	
General Government	\$ (19,467)
Not Allocated to Organizational Unit	
Contingency	40,628
Total Expenditures	<u>\$ 21,161</u>

Code Enforcement Resource Conservation & Solid Waste Fund is recognizing additional Water Environment Services revenue and other revenue sources and budgeting for program costs.

PUBLIC LAND CORNER PRESERVATION FUND

Revenues:	
Charge for Services	\$ 120,000
Miscellaneous Revenue	2,575
Total Revenue	<u>\$ 122,575</u>
Expenses:	
Culture, Education and Recreation	\$ 9,518
Not Allocated to Organizational Unit	
Contingency	113,057
Total Expenditures	<u>\$ 122,575</u>

Public Land Corner Preservation Fund is recognizing additional services revenue and budgeting for temporary worker costs and contingency.

CHILDREN, YOUTH AND FAMILIES FUND

Revenues:	
Interfund Transfer	\$ 20,000
Total Revenue	<u>\$ 20,000</u>
Expenses:	
Health and Human Services	\$ 20,000
Total Expenditures	<u>\$ 20,000</u>

Children, Youth and Families Fund is recognizing an interfund transfer from the Health, Housing and Human Services Administration Fund and budgeting it for contract services costs.

DOG SERVICES FUND

Revenues:	
Licenses and Permits	\$ (2,136)
Charge for Services	(4,300)
Fines and Penalties	26,000
Miscellaneous Revenue	22,955
Miscellaneous Sales	3,500
Other Financing Sources	(4,400)
Total Revenue	<u>\$ 41,619</u>
Expenses:	
Health and Human Services	\$ 9,247
Not Allocated to Organizational Unit	
Contingency	32,372
Total Expenditures	<u>\$ 41,619</u>

Dog Services Fund is recognizing year end estimated revenue and budgeting for program costs and contingency.

PUBLIC HEALTH SERVICES FUND

Revenues:

Prior Year Revenue	\$ (3,046)
Fund balance	2,692
Licenses and Permits	114,783
Federal Operating Grants	(5,672)
State Operating Grants	(5,179)
Local Government and Other Agencies	51,768
Charge for Services	130,243
Miscellaneous Revenue	10,471
Other Financing Sources	40
Intefund Transfer	65,000
Total Revenue	<u>\$ 361,100</u>

Expenses:

Health and Human Services	\$ 550,955
Not Allocated to Organizational Unit	
Contingency	(189,855)
Total Expenditures	<u>\$ 361,100</u>

Public Health Fund is recognizing an interfund transfer from the General Fund and other program services revenue and budgeting for program costs. This fund is also reducing contingency to pay for program enhancement projects.

DTD CAPITAL PROJECTS

Revenues:

Prior Year Revenue	\$ 285,138
Fund Balance	1
Federal Operating Grants	255,299
State Operating Grants	(268,739)
Local Government and Other Agencies	(305,799)
Interfund Transfer	847,997
Total Revenue	<u>\$ 813,897</u>

Expenses:

Public Ways and Facilities	\$ 564,306
Not Allocated to Organizational Unit	
Contingency	249,591
Total Expenditures	<u>\$ 813,897</u>

Department of Transportation Capital Projects Fund is recognizing interfund transfers from the Roads Fund and Countywide Transportation SDC Fund and budgeting for program costs and contingency.



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

April 28, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for Budgeting of
New Specific Purpose Revenue for Fiscal Year 2015-2016

Purpose/Outcome	Budget changes for Clackamas County FY 2015-2016
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$1,164,683
Funding Source	Includes Federal and State Operating Grants, and Charge for Services Revenue.
Safety Impact	N/A
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Adopted June 25, 2015, amended October 29, December 10, 2015 and March 24, 2016
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

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

The Behavioral Health Fund is recognizing Oregon Health Authority revenue and budgeting for program costs and reclassifying payments to sub recipients.

The Children, Youth and Families Fund is recognizing additional Internal County and State grant revenue and budgeting for program costs.

The effect of this Board Order is an increase in appropriations of \$1,164,683 including new revenues as detailed below:

Federal Operating Grants	\$ 554,305.
State Operating Grants	537,462.
Charge for Services	<u>72,916.</u>
Total Recommended	<u>\$ 1,164,683.</u>

RECOMMENDATION:

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

Sincerely,

Diane Padilla
Budget Manager

In the Matter of Providing
Authorization to Appropriate Grants
For Specific Purposes within the Fiscal
Year 2015-16

Resolution No. _____

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

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2015 through June 30, 2016, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents;

WHEREAS; the fund being adjusted is:

- . Behavioral Health Fund
- . Children, Youth and Families Fund,

It further appearing that it is in the best interest of the County to approve these grants entrusted for specific purpose of appropriations for the period of July 1, 2015 through June 30, 2016.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

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

Dated this ____ day of _____, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

NEW SPECIFIC PURPOSE REVENUE REQUESTS

**Exhibit A
April 28, 2016**

Recommended items by revenue source:

Federal Operating Grants	\$ 554,305
State Operating Grants	537,462
Charge for Services	72,916
Total Recommended	<u>\$ 1,164,683</u>

BEHAVIORAL HEALTH FUND

Revenues:	
Federal Operating Grants	\$ 554,305
State Operating Grants	137,553
Total Revenue	<u>\$ 691,858</u>

Expenses:	
Health and Human Services	\$ 137,553
Not Allocated to Organizational Unit	
Special Payments	554,305
Total Expenditures	<u>\$ 691,858</u>

Behavioral Health Fund is recognizing Oregon Health Authority revenue and budgeting for program costs and reclassifying payments to sub recipients.

CHILDREN, YOUTH AND FAMILIES FUND

Revenues:	
State Operating Grants	\$ 399,909
Charge for Services	72,916
Total Revenue	<u>\$ 472,825</u>

Expenses:	
Health and Human Services	\$ 472,825
Total Expenditures	<u>\$ 472,825</u>

Children, Youth and Families Fund is recognizing additional Internal County and State grant revenue and budgeting for program costs.



April 28, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for
Transfer of Appropriations for Fiscal Year 2015-2016

Purpose/Outcome	Budget changes for Clackamas County FY 2015-2016
Dollar Amount and fiscal Impact	No fiscal impact. Transfer of existing appropriations.
Funding Source	N/A
Safety Impact	N/A
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Adopted June 25, 2015, amended October 29, December 10, 2015 and March 24, 2016.
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

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

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

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

The General Fund – Not Allocated to Organization Unit is transferring from contingency to the Public Health Fund and Social Services Fund to help with lower than anticipated indirect revenue fees, to cover program costs. This fund is also redirecting a portion of its interfund transfer to Children Youth and Families Fund to the Sheriff’s Fund to transfer the responsibility of the Family Justice Center to the Sheriff’s Department.

The County Fair Fund is reducing contingency and budgeting to purchase a semi-permanent structure to replace the demolished livestock barn.

The Sheriff Fund is recognizing an interfund transfer from the General Fund and budgeting to take over the responsibilities of the Family Justice Center from Children, Youth and Families. This fund is also better aligning expenditures to actual costs.

The Health, Housing and Human Services Administration Fund is making an interfund transfer to the Children’s Youth and Families Fund to help with the costs associated with the Multnomah County Safety First Program.

The Behavioral Health Fund is transferring from contingency to program costs associated with Medicaid claims.

The Social Services Fund is recognizing additional one-time General Fund support to help with the Developmental Disabilities Program revenue shortfall from open positions going through the recruitment process and not generating the revenue needed to support this program.

The Capital Projects Reserve Fund is correcting prior year budget change request by reducing capital outlay and budgeting it in contingency to align with actuals.

The Facilities Management Fund is realigning its budget to better match actual costs.

RECOMMENDATION:

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

Sincerely,

Diane Padilla
Budget Manager



April 28, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for
Transfer of Appropriations for Fiscal Year 2015-2016

Purpose/Outcome	Budget changes for Clackamas County FY 2015-2016
Dollar Amount and fiscal Impact	No fiscal impact. Transfer of existing appropriations.
Funding Source	N/A
Safety Impact	N/A
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Adopted June 25, 2015, amended October 29, December 10, 2015 and March 24, 2016.
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

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

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

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

The General Fund – Not Allocated to Organization Unit is transferring from contingency to the Public Health Fund and Social Services Fund to help with lower than anticipated indirect revenue fees, to cover program costs. This fund is also redirecting a portion of its interfund transfer to Children Youth and Families Fund to the Sheriff’s Fund to transfer the responsibility of the Family Justice Center to the Sheriff’s Department.

The County Fair Fund is reducing contingency and budgeting to purchase a semi-permanent structure to replace the demolished livestock barn.

The Sheriff Fund is recognizing an interfund transfer from the General Fund and budgeting to take over the responsibilities of the Family Justice Center from Children, Youth and Families. This fund is also better aligning expenditures to actual costs.

The Health, Housing and Human Services Administration Fund is making an interfund transfer to the Children’s Youth and Families Fund to help with the costs associated with the Multnomah County Safety First Program.

The Behavioral Health Fund is transferring from contingency to program costs associated with Medicaid claims.

The Social Services Fund is recognizing additional one-time General Fund support to help with the Developmental Disabilities Program revenue shortfall from open positions going through the recruitment process and not generating the revenue needed to support this program.

The Capital Projects Reserve Fund is correcting prior year budget change request by reducing capital outlay and budgeting it in contingency to align with actuals.

The Facilities Management Fund is realigning its budget to better match actual costs.

RECOMMENDATION:

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

Sincerely,

Diane Padilla
Budget Manager

In the Matter of Providing Authorization
To Transfer Appropriations Within
the Fiscal Year 2015-16

Resolution No. _____

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

WHEREAS, transfer of appropriations for the period of July 1, 2015 through June 30, 2016, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . General Fund – Not Allocated to Organization Unit
- . County Fair Fund
- . Sheriff Fund
- . Health, Housing and Human Services Administration Fund
- . Behavioral Health Fund
- . Social Services Fund
- . Capital Projects Reserve Fund;

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2015 through June 30, 2016.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

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

Dated this ____ day of _____, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUEST
Exhibit A
April 28, 2016

GENERAL FUND - NOT ALLOCATED TO ORGANIZATIONAL UNIT

Expenses:

Not Allocated to Organizational Unit		
Materials and Services	\$	(27,718)
Interfund Transfer		395,620
Contingency		<u>(367,902)</u>
Total Expenditures	\$	<u><u>-</u></u>

The General Fund – Not Allocated to Organization Unit is transferring from contingency to the Public Health Fund and Social Services Fund to help with lower than anticipated indirect revenue fees, to cover program costs. This fund is also redirecting a portion of its interfund transfer to Children, Youth and Families Fund to the Sheriff's Fund to transfer the responsibility of the Family Justice Center to the Sheriff's Department.

COUNTY FAIR FUND

Expenses:

Culture, Education and Recreation		\$ 170,000
Not Allocated to Organizational Unit		
Contingency		<u>(170,000)</u>
Total Expenditures	\$	<u><u>-</u></u>

County Fair Fund is reducing contingency and budgeting to purchase a semi-permanent structure to replace the demolished livestock barn.

SHERIFF FUND

Revenues:

Intefund Transfer		\$ 116,021
Total Revenue		<u><u>\$ 116,021</u></u>

Expenses:

Public Protection		\$ 83,521
Not Allocated to Organizational Unit		
Special Payments		<u>32,500</u>
Total Expenditures	\$	<u><u>116,021</u></u>

Sheriff Fund is recognizing an interfund transfer from the General Fund and budgeting to take over the responsibilities of the Family Justice Center from Children Youth and Families. This fund is also better aligning expenditures to actual costs.

HEALTH, HOUSING AND HUMAN SERVICES ADMINISTRATION FUND

Expenses:

Health and Human Services	\$ (20,000)
Not Allocated to Organizational Unit	
Intefund Transfer	20,000
Total Expenditures	<u>\$ -</u>

Health, Housing and Human Services Administration Fund is making an interfund transfer to the Children's Youth and Families Fund to help with the costs associated with the Multnomah County Safety First Program.

BEHAVIORAL HEALTH FUND

Expenses:

Health and Human Services	\$ (300,000)
Not Allocated to Organizational Unit	
Contingency	300,000
Total Expenditures	<u>\$ -</u>

Behavioral Health Fund is transferring from contingency to program costs associated with Medicaid claims.

SOCIAL SERVICES FUND

Revenues:

State Operating Grants	\$ (148,855)
Charge for Services	(154,047)
Intefund Transfer	302,902
Total Revenue	<u>\$ -</u>

Social Services Fund is recognizing additional one-time General Fund support to help with the Developmental Disabilities Program revenue shortfall from open positions going through the recruitment process and not generating the revenue needed to support this program.

CAPITAL PROJECTS RESERVE

Expenses:

Public Ways and Facilities	\$ (221,881)
Not Allocated to Organizational Unit	
Contingency	221,881
Total Expenditures	<u>\$ -</u>

The Capital Projects Reserve Fund is correcting prior year budget change request by reducing capital outlay and budgeting it in contingency to align with actuals.

FACILITIES MANAGEMENT FUND

Expenses:

Public Ways and Facilities	\$ 72,767
Not Allocated to Organizational Unit	
Contingency	(72,767)
Total Expenditures	<u>\$ -</u>

Facilities Management Fund is realigning its budget to better match actual costs.

DRAFT

Approval of Previous Business Meeting Minutes:

March 24, 2016

March 31, 2016

(draft minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, March 24, 2016 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Tootie Smith, Vice Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader

EXCUSED: Commissioner John Ludlow, Chair

CALL TO ORDER

■ Roll Call

Chair Ludlow is out of the office today, Vice Chair Smith will serve as Chair for this meeting.

■ Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – the future of Damascus.

II. PUBLIC HEARING

1. Second Reading of Ordinance No. 01-2016 Amending Chapter 6.06, Parks Rules of the Clackamas County Code - *first reading was 3-10-16*

Kathleen Rastetter, County Counsel and Rick Gruen, County Parks presented the staff report. Chair Smith opened the public hearing and asked if anyone would like to speak, seeing none she closed the public hearing and asked for a motion to read by title only.

MOTION:

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

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Smith: Aye – the motion passes 4-0. She asked the Clerk to read the Ordinance by title only and then asked for a motion.

MOTION:

Commissioner Bernard: I move we adopt the Ordinance No. 01-2016 Amending Chapter 6.06, Parks Rules of the Clackamas County Code.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Smith: Aye – the motion passes 4-0.

III. CONSENT AGENDA

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

MOTION:

Commissioner Savas: I move we approve the consent agenda.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Commissioner Schrader: Aye.
Chair Smith: Aye – the motion passes 4-0.

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with Oregon Department of Education, Early Learning Division for Healthy Families Program – *Children, Youth and Families*

B. Finance Department

1. Approval of a Contract with Brockamp & Jaeger, Inc. for a Membrane Roofing System and HVAC Replacement Project at the Clackamas County Jail
2. **Resolution No. 2016-27** for a Clackamas County Supplemental Budget (Less than 10%) for Fiscal Year 2015-2016
3. **Resolution No. 2016-28** for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2015-2016
4. **Resolution No. 2016-29** for Clackamas County for Transfer of Appropriations for Fiscal Year 2015-2016
5. **Resolution No. 2016-30** Affirming that the Clackamas County 2015-2016 Fiscal Year Budget is Appropriated by Organizational Unit

C. Elected Officials

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

D. Community Corrections

1. Approval of Local Grant Agreement No. JR-15-032 between Clackamas County Community Corrections and Sub-Recipient Los Ninos Cuentan for Community –Based Victims Services Program

E. Business & Community Services

1. **Board Order No. 2016-31** Approving the List of Tax Foreclosed Properties for Declaration as Surplus at Established Minimum Bid Amounts
2. Approval of an Oregon State Marine Board Facility Grant Two Party Cooperative Agreement with Portland General Electric

IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of a Funding Agreement between Clackamas County Development Agency and North Clackamas Parks and Recreation District

V. DEVELOPMENT AGENCY

1. Approval of a Funding Agreement between Clackamas County Development Agency and North Clackamas Parks and Recreation District

VI. WATER ENVIRONMENT SERVICES

(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)

1. Approval of the Intergovernmental Agreement between Clackamas County Service District No. 1 and the City of Happy Valley for Street Sweeping Services
2. Approval of the Intergovernmental Agreement between Clackamas County Service District No. 1 and the City of Gladstone for Environmental Monitoring and Laboratory Services

VII. COUNTY ADMINISTRATOR UPDATE

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

VIII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOUREND – 10:36 AM

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. www.clackamas.us/bcc/business.html

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, March 31, 2016 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Tootie Smith
Housing Authority Commissioner Paul Reynolds

EXCUSED: Commissioner Martha Schrader

CALL TO ORDER

■ Roll Call

Commissioner Schrader is attending another meeting and will not be in attendance today.

■ Pledge of Allegiance

Chair Ludlow announce the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item.

Chair Ludlow introduced Housing Authority Commissioner Paul Reynolds. He asked the Clerk to read the Housing Authority consent agenda by title, he then asked for a motion.

I. HOUSING AUTHORITY CONSENT AGENDA

1. Approval to Execute an Intergovernmental Agreement between the Housing Authority of Clackamas County and the State of Oregon Department of Human Services, for the Community Integration Project
2. Approval of Resolution No. 1912: Housing Authority 2016-2017 Annual Plan

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Reynolds: Aye.

Commissioner Savas: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

Chari Ludlow announce the Board will Adjourn as the Housing Authority Board and Re-Convene as the Board of County Commissioners.

II. PRESENTATION

1. Presentation for Child Abuse Prevention Month

Rod Cook, Children, Youth & Families presented the staff report. He introduced Kim Keller, DHS Welfare Office in Oregon City, Ellen Jeck, Clackamas County Healthy Families, Denise Westcock, Clackamas County Stepping Stone and Barbara Peschiera, Children Center. Each person spoke about their organization and talked about the importance of Child Abuse Awareness. They appreciate the County's support.

~Board Discussion~

III. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – misc. issues including road funding, libraries, and issues in Salem.
2. Skip Ormsby, Portland – concerns regarding the closer of Terwilliger Blvd. and the effects to his neighborhood.

~Board Discussion, including questions directed to Dan Johnson, DTD~

IV. PUBLIC HEARINGS

1. First Reading of **Ordinance No.02-2016** Ratifying an Intergovernmental Agreement Creating the Oregon Association of County Engineers and Surveyors

Nate Boderman, County Counsel presented the staff report.

~Board Discussion~

Chair Ludlow opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion to read by title only.

MOTION:

Commissioner Smith: I move we read the ordinance by title only.

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

Chair Ludlow asked the Clerk to assign a number and read the ordinance by title only. He stated the second reading of this ordinance will be on Thursday, April 14, 2016 at the regular scheduled Business Meeting at 10:00 AM.

Chair Ludlow announce the Board will recess as the Board of County Commissioners and convene as Service District No. 1 for the next item.

2. Request for an Exemption and Authorization to use the Request for Proposals Method to Obtain Construction Manager/General Contractor Services for the Kellogg Creek Water Pollution Control Plant Improvements Project for Clackamas County Service District No. 1

Lane Miller, Procurement Manager presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Bernard: I move we approve the Request for an Exemption and Authorization to use the Request for Proposals Method to Obtain Construction Manager/General Contractor Services for the Kellogg Creek Water Pollution Control Plant Improvements Project for Clackamas County Service District No. 1.

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

Chair Ludlow announce the Board will adjourn as Service District No. 1 and Re-Convene as the Board of County Commissioners for the remainder of the meeting.

V. CONSENT AGENDA

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

MOTION:

Commissioner Smith: I move we approve the consent agenda.
Commissioner Bernard: Second.
Clerk calls the poll.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Chair Ludlow: Aye – the motion passes 4-0.

A. Health, Housing & Human Services

1. Approval to Apply for a Two Year Grant from the Administration for Community Living, to Empower Older Adults Through Chronic Disease Self-Management Education – *Social Services*
2. Approval of an Agency Service Contract with Clackamas County Children’s Commission Healthy Families Program for Medicaid Administrative Claim Reimbursement – *Children, Youth & Families*
3. Approval of Agency Service Contract with Todos Juntos for Kindergarten Readiness Support Services – *Children, Youth and Families*
4. Approval of an Intergovernmental Agreement with the North Clackamas School District and the Housing and Community Development Division for the Wichita Center Improvements Project – *Housing & Community Development*

B. Department of Transportation & Development

1. **Resolution No. 2016-32** Declaring the Public Necessity and Purpose for Acquisition of Rights-of-Way and Easements – Group 2 for the Boyer Drive Extension Project and Authorizing Negotiations and Eminent Domain Actions

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of a Contract with Runbeck Election Services for a Ballot Acceptance System for the Clackamas County Elections Office – *Clerk via Procurement*

D. Emergency Management

1. 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-2015 United States Department of Homeland Security’s Urban Area Security Initiative Grant Program

E. Public and Government Affairs

1. **Board Order No. 2016-33** Approving an Extension of the Cable Television Franchise with Comcast of Oregon II, Inc. Comcast of Tualatin Valley, Inc. and Comcast of Illinois/Ohio/Oregon, LLC.

F. Business & Community Services

1. Approval of an Oregon State Marine Board Facility Grant Cooperative Agreement, Facility Grant No. 1540- Hole in the Wall Boating Improvements

VI. DEVELOPMENT AGENCY

1. Approval of a Contract with Tapani, Inc. for the Bell Avenue Improvement Project Phase 2 -
Procurement

VII. COUNTY ADMINISTRATOR UPDATE

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

VIII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:50 AM

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.

www.clackamas.us/bcc/business.html



CLACKAMAS COUNTY

Office of County Clerk

SHERRY HALL
CLERK

1710 Red Soils Ct. Ste 100
OREGON CITY, OR 97045
503.722.6086

Board of County Commissioners, Clackamas County

Dear Members of the Board:

Approval of a contract with Brenn-Park, Inc. dba Moonlight Business Process Outsourcing for Ballot Printing for Clackamas County Elections - 2016

Purpose / Outcome	Approval of Contract for Purchase of Election Ballot Printing
Fiscal Impact	\$150,000.00
Funding Source	Budget Line: 100 0106 434150 Price:\$150,000.00 Fiscal Year:2016/2017
Duration	June 30, 2017
Strategic Plan Alignment	On-Call ballot printing services to print ballots as needed for upcoming regular and special elections to meet vote-by-mail requirements.
Previous Action	Current contract with this vendor runs through June 30, 2018. New RFP was done to check pricing costs. RFP procurement process completed February, 2016. One year contract with the option for four (4) one (1) year renewals.
Contact Person	Sherry Hall, Clerk 503-722-6086 Steve Kindred Election Manager 503-722-6089

Background:

Due to the passing of the Motor Voter law, Elections requested another ballot printing RFP to ensure the County was getting cost effective pricing. The passage of this law will impact our voter registration rolls with as many as an additional 60,000 voters by the end of 2016. Elections uses Hart Intercivic ballot counting equipment. Printed ballots must meet stringent requirements in addition to high level security and tracking needs in support of valid election processes. Of the two qualified responders from the RFP, Elections evaluators chose Moonlight BPO.

This purchase will result in a multi-year contract.

This Contract has been reviewed by Counsel.

Recommendation:

Staff respectfully recommends the Board approve the contract with Brenn-Park Inc. dba Moonlight Business Process Outsourcing for Ballot Printing for Clackamas County Elections -2016.

Sincerely,

Sherry Hall, Clackamas County Clerk

Placed on the Board Agenda of _____ by the Procurement Division.

Board of Property Tax Appeals
1710 Red Soils Court, Ste 100
Oregon City, OR 97045
503.655.8662
FAX 503.650.5687

Elections Division
1710 Red Soils Court, Ste 100
Oregon City, OR 97045
503.655.8510
FAX 503.655.8461

Recording Division
1710 Red Soils Court Ste 110
Oregon City, OR 97045
503.655.8551
FAX 503.650.5688

Records Management Division
1810 Red Soils Court, Ste 120
Oregon City, OR 97045
503.655.8323
FAX 503.655.8195



LANE MILLER
MANAGER

PURCHASING DIVISION

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

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **April 28, 2016**, this contract with Brenn-Park, Inc. dba Moonlight Business Process Outsourcing for **Ballot Printing for Clackamas County Elections – 2016**. These services were requested by Sherry Hall, County Clerk and were publicly advertised in accordance with ORD 279. Seven proposal packets were requested and sent out with four proposal responses received: Moonlight Business Process Outsourcing, Pacific Marketing and Publishing, Runbeck Election Services and Integrated Voting Solutions. A selection panel reviewed and evaluated the Request for proposals based on the selection criteria outlined in the RFP documents. Moonlight Business Process outsourcing was the highest ranking firm and was selected to enter into contract. The contract amount is not to exceed \$150,000.00. The contract term is from contract execution through June 30, 2017. This contract has been reviewed and approved by County Counsel. Funds for these services are budgeted under account line 100-0106-00014-434150 for fiscal years 2016/2017, 2017/2018, 2018/2019, 2019/2020, 2020/2021.

Respectfully Submitted,

Kim A. Cook
Procurement Staff



JUVENILE DEPARTMENT

April 28, 2016

JUVENILE INTAKE AND ASSESSMENT CENTER
 2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of Amendment No. 6 to Intergovernmental Agreement No. 0607133
Between Multnomah and Clackamas Counties

Purpose/Outcomes	This is Amendment No 6 to an Intergovernmental Agreement (IGA) with Multnomah County to purchase 17 secure custody detention beds at Donald E. Long Detention Facility. There is a small increase of .03% per bed per day (based on the CPI-W), which equates to \$.86 per bed day.
Dollar Amount and Fiscal Impact	The maximum contract value is \$1,792,748.60
Funding Source	General fund, JCP Basic and Diversion; CCSO
Safety Impact	This IGA amendment is for 17 secure juvenile detention beds in Multnomah County. These beds will be utilized by juvenile and Ballot Measure 11 offenders. These beds are used as a means to ensure public safety and as accountability for youth offenders.
Duration	Effective July 1, 2016 through June 30, 2017
Previous Board Action	
Contact Person	Christina L. McMahan, Director – Juvenile Department – 503-655-8342 ext 3171
Contract No.	0607133

BACKGROUND:

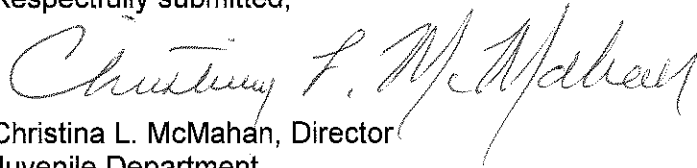
Attached is an Amendment No. 6 to IGA No 0607133. This IGA is to purchase 17 secure custody detention beds from Multnomah County. Since 1981 Clackamas County has contracted annually with Multnomah County for access secure custody for juveniles awaiting process in the juvenile court system.

County Counsel has reviewed and approved this Amendment as of April 14, 2016.

RECOMMENDATION:

Staff recommends the Board approval of Amendment No. 6 to Intergovernmental Agreement No. 0607133.

Respectfully submitted,

A handwritten signature in cursive script that reads "Christina L. McMahan". The signature is written in black ink and is positioned above the printed name and title.

Christina L. McMahan, Director
Juvenile Department

For more information on this issue or copies of attachments, please contact Crystal Wright at 503-655-8342 ext 7112.

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT
(Amendment to change Contract provisions during contract term.)

Contract Number 0607133 Amendment #6

This is an amendment to Multnomah County's Contract referenced above effective **July 1, 2016**, between Multnomah County, Oregon, hereinafter referred to as County, and **Clackamas County**, hereinafter referred to as Contractor.

The parties agree:

- I. The following changes are made to Agreement No. 0607133:

(Note: Wording with strikethrough is being deleted; wording in *bold italics* is being added.)

- A. Amend Section V.A., AGREEMENT TERM AND TERMINATION, to read as follows:

A. The term of this Agreement shall be from July 1, 2007 through June 30, ~~2016~~ **2017**, with an option to renew for an additional two (2) years applying an annual increase based on the CPI-W calculated on the second half of the preceding fiscal year unless modified or terminated according to the terms of this Agreement.

- B. Amend Section III.C., Compensation Rates and Mode of Payment, §2., to read as follows:

2. Based upon the four (4) year **phase-in cost** and the 3% per year inflation, Clackamas and Multnomah agree that the bed day rates per year for seventeen beds (17) will not exceed the amounts listed below for each year of this Agreement. However, should the Actual Operating Cost per bed day be less than the **phase-in cost** projected below, Multnomah will charge Clackamas the lower Actual Operating Cost as calculated by Multnomah. Clackamas will pay the full cost of all seventeen (17) beds in each year regardless of whether or not they are utilized.

<u>Fiscal Year</u>	<u>Bed Day Rate</u>	<u>Annual Cost 14 Beds</u>
2007-2008	\$196.18	\$1,006,226.32
2008-2009	\$225.61	\$1,152,867.10
2009-2010	\$269.45	\$1,325,789.50
2010-2011	\$277.15	\$1,416,236.50
2010-2011 (four additional beds)	\$125.00	\$136,500.00
2011-2012	\$282.69	\$1,448,503.56
2012-2013	\$282.69	\$1,444,545.90
2013-2014	\$282.69	\$1,444,545.90
2014-2015	\$288.06	\$1,787,412.30
2015-2016	\$288.06	(17 beds) \$1,792,309.32
2016-2017	\$288.92	\$1,792,748.60

ii. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee:

Date:

Dept Director or Designee:

Date:

REVIEWED:

JENNY M. MORF
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By
Assistant County Attorney

Date:

CONTRACTOR: BOARD OF COUNTY COMMISSIONERS

Signature:

Print Name: John Ludlow, Chair

Chair

Date:

Recording Secretary Date

Approved as to form by: Clackamas County Counsel

Date:



Laura Zentner, CPA

Deputy Director

BUSINESS AND COMMUNITY SERVICES

Development Services Building

150 Beavercreek Road, Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Contract with Cogan Owens Greene for the Phase 1 Urban Lumber Feasibility Study and Strategic Plan

Purpose / Outcome	Approval of contract for consulting services of the Urban Lumber Feasibility Study and Strategic Plan.
Fiscal Impact	\$229,650
Funding Source	Budget Line: 208-7623-06780-431000 Price:\$229,650 Fiscal Years: 2015/2016 and 2016/2017
Duration	June 30, 2017
Strategic Plan Alignment	1. Honor, Utilize, Promote and Invest in our Natural Resources 2. Provide natural resource based economic planning and strategic development to assist agriculture and forest products industries
Previous Action	BCC approval on Nov. 12, 2015 to accept Oregon Dept. of Forestry grant to fund this project.
Contact Person	Laura Zentner, BCS Deputy Director, 503-742-4351 Rick Gruen, 503-742-4345

Background:

Clackamas County's Business and Community Services Department/Forest and Agriculture Economic Development Division (FAEDD) is seeking consulting services for the preparation and development of an Urban Lumber feasibility study and strategic plan as part of the Clackamas County Forestry Products Cooperative pilot project.

The contract has been reviewed by Counsel.

Recommendation:

Staff respectfully recommends the Board approve the contract with Cogan Owens Greene for the Phase 1 Urban Lumber Feasibility Study and Strategic Plan.

Sincerely

Laura Zentner, Deputy Director
Business and Community Services

Placed on the Board Agenda of _____ by the Procurement Division.



LANE MILLER
MANAGER

PURCHASING DIVISION

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

April 20, 2016

MEMORANDUM TO THE
BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of April 28, 2016, this contract with Cogan Owens Cogan, LLC. dba Cogan Owens Greene, LLC. for the **Phase I Urban Lumber Feasibility Study and Strategic Plan**. This project was requested by the Business & Community Services Deputy Director, Laura Zentner and the Manager of BCS/Forest and Ag Economic Development Division, Rick Gruen. Per ORS 279, this project was publicly advertised. Seventeen (17) proposal packets were requested and sent out with two (2) responses received: Cogan Owens Greene, and Integrated Economics. An evaluation committee reviewed all responses and scored each according to the criteria listed within the RFP documents. Cogan Owens Greene received the highest evaluation score and was selected to enter into contract. The contract amount is for \$229,650.00 to be executed until June 30, 2017.

This contract has been reviewed by County Counsel.

Funds for this project are budgeted under 208-7623-06780-431000

Respectfully Submitted

Ryan Rice
Procurement Staff

**PROFESSIONAL SERVICES CONTRACT WITH
COGAN OWENS COGAN, LLC dba COGAN OWENS GREENE, LLC. FOR
THE PHASE 1 URBAN LUMBER FEASIBILITY STUDY AND STRATEGIC PLAN**

This contract for professional services (this "Contract") is entered into by and between Clackamas County, a political subdivision of the State of Oregon, hereinafter referred to as the COUNTY, and **Cogan Owens Cogan, LLC. dba Cogan Owens Greene, LLC.** hereinafter called the CONTRACTOR, to provide the services described within the Request for Proposal and the Proposal Response which by this reference is hereby made a part hereof and incorporated herein. The following provisions shall comprise this Contract:

I. SCOPE:

This Contract covers the services as described in the Request for Proposal and the Proposal Response. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. Work shall be performed in accordance with a schedule approved by the COUNTY. The term of the Contract shall **commence upon Contract execution and continue through June 30, 2017.**

II. COMPENSATION:

- A.** The COUNTY agrees to compensate the CONTRACTOR on a fee-for-services basis as provided for in the Request for Proposal and the Proposal Response. 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 and will be paid net 30 days from receipt of invoice. The maximum annual compensation authorized under this Contract shall be **\$229,650.00.**
- B.** The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:
1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
 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 Oregon Public Employees Retirement System).
 3. 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 and pay employees for the term of work in accordance with this Contract as an insured employer under Oregon Revised Statutes ("ORS") 279B.020 and ORS 279B.235, which are incorporated herein by this reference.

- C. The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, County, or Federal employee.
- D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

III. CONSTRAINTS

The CONTRACTOR agrees:

- A. If the services to be provided pursuant to Section I Scope are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.
- B. Pursuant to the requirements of state law, 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 the 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 Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.
 - 2. 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 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 the CONTRACTOR by reason of this Contract.
 - 3. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are 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.

- 4. 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.

5. 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.
6. 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.
7. To the extent the CONTRACTOR is negligent, the CONTRACTOR shall indemnify, hold harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including but not limited to attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the negligent acts, errors, omissions, or fault of the CONTRACTOR or the CONTRACTOR'S employees or agents.
8. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to any or all of:
 - a. Reducing or withholding payment;
 - b. Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or

- c. Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.
9. 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.

IV. INSURANCE REQUIREMENTS

A. Commercial General Liability

- Required by COUNTY Not required by COUNTY

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, 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 COUNTY, at its option, may require a complete copy of the above policy.

B. Automobile Liability

- Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of 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, 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. Professional Liability

- Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners, agents 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.

- 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 the coverage's retroactive date is on or before the effective date of this Contract.
- F. The insurance, other than the professional liability and workers compensation insurance, shall include the COUNTY as an expressly scheduled additional insured. 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.
- 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 in writing.

V. SUBCONTRACTS:

The CONTRACTOR shall be responsible to the COUNTY for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining any subcontract.

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 in writing.

VI. TERMINATION-AMENDMENT:

- A. This Contract may be terminated by either party upon at least ten (10) days written notice to the other.
- B. 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.

C. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The undersigned, by its signature, agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Cogan Owens Cogan, LLC. dba
Cogan Owens Greene, LLC.
813 SW Alder St. #320
Portland, OR 97205

Clackamas County Board of
County Commissioners by:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

503-225-0192 / 503-225-0224
Telephone/Fax Number

641860-84
Oregon Business Registry #

APPROVED AS TO FROM

DLLC / OR
Entity Type/State of Formation

County counsel

Date



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Contract Documents between Clackamas County Service District No.1
and Advanced American Construction Inc. for the
Kellogg Creek WPCP Outfall Extension Project

Purpose/Outcomes	Construct a new effluent outfall at the Kellogg Creek WPCP that will meet the Oregon Department of Environmental Quality water quality standards for ammonia and all other effluent constituents.
Dollar Amount and Fiscal Impact	Funding for construction services is available in the FY2015-16 budget and completion will carry over to the FY2016-17 budget year. The agreement is for an amount not to exceed \$795,000.
Funding Source	Clackamas County Service District No.1 FY 2015-16 and 2016-17 annual budgets
Duration	Project Duration: April 2016 to October 2016
Previous Board Action	None
Strategic Plan Assignment	<ol style="list-style-type: none"> 1. This project supports the WES Strategic Plan to provide wastewater and stormwater infrastructure necessary to support partner communities and economic development over the next 20 years. 2. This project supports the County Strategic Plan to build a strong infrastructure.
Contact Person	Randy Rosane PE, Project Manager – Water Environment Services – 503-742-4573
Contract No.	P112077

BACKGROUND:

The Kellogg Creek Water Pollution Control Plant (WPCP) is operated by the District under NPDES Permit No. 100983 which expired December 31, 2009 and continues to be in effect under administrative extension until a new permit is issued. The Oregon Department of Environmental Quality (DEQ) has set a stricter ammonia limit the District knows it cannot meet. The District's objective is to comply with Oregon water quality standards for ammonia and all other effluent constituents. To accomplish the objective, modifications to the existing outfall are required to increase dilution by optimizing the available mixing zone.

Currently the District has an ammonia limit of 33 mg/l (maximum daily) and 18 mg/L (monthly average) on the Kellogg Creek WPCP effluent. It may be feasible to eliminate or modify these ammonia limits once the District increases the outfall dilutions. The District understands that the dilution provided by the existing outfall may be less than what will be needed to comply with water quality criteria for ammonia. As a result, the District needs to improve the dilution or provide additional treatment.

The District has worked with Oregon DEQ to establish a Mutual Agreement Order (MAO) to provide the time to install the outfall improvements that will be reflected in the renewed NPDES permit.

On February 24, 2016, the District publicly advertised for bids, through county purchasing, for construction services to improve and extend the Kellogg WPCP Outfall.

On March 17, 2016 bids were received and evaluated. It was determined that Advanced American Construction Inc. was the low responsive bidder and is eligible to perform work in the State of Oregon.

This contract has been 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, a county service district, approve and execute the contract documents between Clackamas County Service District No.1 and Advanced American Construction Inc. for the Kellogg Creek WPCP Outfall Extension Project for an amount not to exceed \$795,000.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the _____ agenda by Purchasing



LANE MILLER
MANAGER

PURCHASING DIVISION

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

April 20, 2016

MEMORANDUM TO THE
BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of April 28, 2016 this contract with Advanced American Construction for the **KELLOGG CREEK WPCP OUTFALL EXTENSION PROJECT** for **Clackamas County Service District No. 1**. This project was requested by Randy Rosane, PE, Project Manager Water Environment Services (WES). Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Thirty-Nine (39) bid packets were sent out and six (6) bids were received: Advanced American Construction \$795,000.00, Northbank Civil & Marine \$904,722.00, Marine Industrial Construction \$1,074,000.00, Ballard Marine Construction \$1,110,635.00, RPM \$1,227,365.00, and Emery & Sons \$1,490,318.00. After review of all bids, Advanced American Construction was determined to be **the** lowest responsive and responsible bidder. The total contract amount is not to exceed \$795,000.00. All work is to be completed by October 1, 2016 with a contract completion date of October 31, 2016. This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under **Clackamas County Service District No. 1**.

Respectfully Submitted,

Ryan Rice
Procurement Staff

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2016 by and between Clackamas County Service District No. 1 (hereinafter called DISTRICT) and **Advanced American Construction** (hereinafter called CONTRACTOR).

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

Article 1. WORK

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Kellogg Creek WPCP Outfall Extension Project

Article 2. THE PROJECT

The Project for which the Work is described in the Contract Documents.

Article 3. ENGINEER

3.1 The term Engineer is defined in the Supplementary Conditions.

3.2 Engineer is to act as DISTRICT'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 4. CONTRACT TIMES

4.1 All time limits for milestones, if any, substantial completion, and completion and readiness for final payment are stated in the Contract Documents and are of the essence of the Contract.

4.2 The CONTRACTOR shall commence work within 10 calendar days after receipt of written Notice-to-Proceed. CONTRACTOR shall substantially complete the Work by October 1, 2016, and the Work shall be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions by October 31, 2016. The written notice to proceed will be forwarded to the CONTRACTOR after the CONTRACTOR submits the signed Agreement, Performance Bond and Payment Bond, and Certificate of Insurance to the DISTRICT and these documents have been approved as to form by the DISTRICT'S attorney, signed by the DISTRICT.

4.3 CONTRACTOR and DISTRICT recognize that time is of the essence of this Agreement and that DISTRICT will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by DISTRICT if the Work is not completed on time. Accordingly, instead of requiring any such proof, DISTRICT and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay DISTRICT five hundred dollars (\$500.00) for each calendar day that expires after the time specified in Paragraph 4.2 above 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 time specified in paragraph 4.2 above for completion and readiness for final payment or any proper extension thereof granted by DISTRICT, CONTRACTOR shall pay DISTRICT five hundred dollars (\$500.00) for each calendar day that expires after the time specified in Paragraph 4.2 above for completion and readiness for final payment, plus any fees or penalties imposed by regulators for other violations.

Article 5. CONTRACT PRICE

5.1 DISTRICT shall pay CONTRACTOR for completion of the Work in accordance with Contract Documents an amount in funds equal to the sum of the amounts determined pursuant to the paragraphs below:

Unless changes and alterations in the Plans, quantities or details of construction materially change the character of the work to be performed or the unit costs thereof, the CONTRACTOR shall accept as payment in full, so far as contract items are concerned, payment at the same unit prices as are provided under the Contract for the accepted quantities of work done.

If, however, changes and alterations in the Plans, quantities or details of construction materially change the character of work or unit costs thereof, compensation for such work will be made on such basis as may be agreed upon in advance of performance of work, or in case no such basis has been agreed upon, then an allowance may be made, either for or against the CONTRACTOR. Payment will be made at unit prices only for work actually performed or materials actually furnished according to actual measurement. If the amount of any major work item changes by more than 25%, compensation for all work that differs from the original estimated quantities for that work item may be made on such basis as may be agreed to in advance of performance of work, or in case no such basis has been agreed upon, an allowance may be made, either for or against the CONTRACTOR in such amount as the Engineer determines is fair and equitable. For the purpose of this Section, a major work item is defined as an item that constitutes at least 10% of the total contract bid amount based on either the estimated original quantities or the actual quantities and CONTRACTOR'S original Bid prices.

If the Contract is done on a lump sum basis, the adjustment for increases or decreases may be based, at the sole discretion of the Engineer, on a theoretical unit price. This

price will be determined by dividing the CONTRACTOR'S applicable breakdown category price by the estimated quantities of all units of work within the applicable breakdown category.

Bidder must include in their Bid prices the entire cost of the work set forth in the Bid.

The Contract Price is the total price stated in CONTRACTOR'S Bid, attached hereto as an exhibit.

Article 6. PREVAILING WAGE RATES

6.1 CONTRACTOR agrees that the provisions required by ORS 279C.830 pertaining to CONTRACTOR'S payment of prevailing wage rates shall be included as part of this Agreement. Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor or other person doing or contracting for whole or any part of the work on this contract, shall be paid not less than the applicable prevailing wage in effect for this contract.

Article 7. PAYMENT PROCEDURES

7.1 Progress Payments and Retainage

- A. Payment for all work under the Contract will be made at the price or prices bid, and those prices shall include full compensation for all incidental work.
- B. If the Contract is for a public work and the Contract price is \$50,000.00 or more, supply and file, and require every Subcontractor to supply and file, with the DISTRICT and with the Wage and Hour Division, Bureau of Labor and Industries, 1400 S.W. Fifth Avenue, Portland, Oregon 97201, a statement in writing that conforms to the requirements of ORS 279C.854. The schedule for submitting payroll information is as follows: Once before the first payment and once before the final payment is made; in addition, for projects exceeding ninety (90) days for completion, submissions are to be made at ninety (90) day intervals.
- C. Make progress estimate of work performed in any calendar month and submit to the Engineer for approval by the 5th day of the following month. These estimates shall include value of labor performed and materials incorporated in the work since commencing work under the Contract. Such estimates need not be made by strict measurements and may be approximate only, and shall be based upon the whole amount of money that will become due according to terms of the Contract when Project has been completed.
- D. If the Contract price is determined, in whole or in part, on a Lump Sum basis, prepare an itemized cost breakdown relating thereto and have the Engineer

approve in accordance with Division 1 requirements; progress estimates based on said itemized cost breakdown may be the basis for progress payments. Upon direction by the Engineer provide for revision of the costs breakdown to reflect the true costs of the work as it progresses.

- E. If the Contract price is determined wholly on a unit basis, Engineer may use Unit Prices bid in making progress estimates on the work. In case said Unit Prices do not, in the opinion of the Engineer, truly represent actual relative costs of different parts of work, a percentage of the Unit Price may be used in making progress estimate adjustments.
- F. If the DISTRICT receives written notice of any unsettled claims for damages or other costs due to CONTRACTOR'S operations including, without limitation, claims from any County Department or other governmental agency, an amount equal to the claim may be withheld from the progress or final payments until such claim has been resolved to the satisfaction of Engineer.
- G. Progress payments will be made by DISTRICT on a monthly basis within thirty (30) days after receipt of the CONTRACTOR'S estimate of work performed, or 15 days after the payment is approved by the Engineer, whichever is the earlier date. Negotiable warrants will be issued by DISTRICT for the amount of the approved estimate, less five percent (5%) retainage. Such amount of retainage shall be withheld and retained by DISTRICT until it is included in and paid to CONTRACTOR as part of the final payment of the Contract amount. Securities in lieu of retainage will be accepted, or if CONTRACTOR elects, retainage as accumulated will be deposited by DISTRICT in an interest-bearing account pursuant to ORS Chapter 279 for progress payments. After fifty percent (50%) of the Work under Contract is completed, and the Work is progressing satisfactorily, the DISTRICT may elect to eliminate further retainage on any remaining monthly Contract payments. Said elimination or reduction of retainage shall be allowed only upon written application by the CONTRACTOR, which application shall include written approval of the CONTRACTOR'S Surety.
- H. The Engineer may decline to approve an application for payment and may withhold such approval if, in the Engineer's opinion, the work has not progressed to the point indicated by the CONTRACTOR'S submittal in paragraph C above. The Engineer may also decline to approve an application for payment or may reduce said payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any payment previously made to such extent as may be necessary in his opinion to protect the DISTRICT from loss because of: (1) defective work not remedied, (2) third party claims filed or failure of the CONTRACTOR to make payments properly to Subcontractors for labor, materials or equipment, unless Surety consents to such payment, (3)

reasonable doubt that the Work can be completed for the unpaid balance of the Contract sum, (4) damage to another CONTRACTOR'S work, (5) reasonable indication that the Work will not be completed within the Contract time (6) unsatisfactory prosecution of the Work by the CONTRACTOR, (7) claims against the CONTRACTOR by the DISTRICT, (8) failure of CONTRACTOR to submit updated project schedules as specified.

When the above grounds are removed, payment shall be made for amounts withheld because of them. Withholding of progress payments or partial payments under the criteria set forth above shall not entitle the CONTRACTOR to interest on such withheld payments or partial payments.

- I. If CONTRACTOR fails to complete the Project within the time limit fixed in the Contract or any extension, no further estimate may be accepted or progress or other payments allowed until the Project is completed, unless approved otherwise by DISTRICT.
- J. Progress estimates are for the sole purpose of determining progress payments and are not to be relied on for any other purpose. The making of a progress payment shall not be construed as an acceptance of any of the work or materials under the Contract.
- K. When the progress estimate indicates that the progress payment would be less than one thousand dollars (\$1000), no progress payment will be made for that estimate period, unless approved by the Engineer.
- L. CONTRACTOR is required to provide the DISTRICT with a list of CONTRACTOR'S personnel who are authorized to personally receive contract payments. This written authorization must be signed by an officer of the Contracting company and will be placed on file in the DISTRICT'S office. No payment will be released to an unauthorized person.

7.2 Final Estimate and Final Payment

- A. Pursuant to ORS Chapter 279C, notify the Engineer in writing when work is considered complete and Engineer shall, within fifteen (15) days after receiving notice, make a final inspection and either accept the work or notify CONTRACTOR of work yet to be performed on the Contract. If accepted, Engineer shall so notify CONTRACTOR, and will make a final estimate and prepare a Certificate of Completion recommending acceptance of the Work as of a certain date.
- B. If the CONTRACTOR believes the quantities and amounts specified in the final estimate and Certificate of Completion prepared by the Engineer to be incorrect, CONTRACTOR shall submit to the Engineer within fifteen (15)

days of mailing of the Engineer's final estimate and Certificate of Completion to the CONTRACTOR'S last known address as shown in the records of the DISTRICT, an itemized statement of any and all claims for additional compensation under the Contract which are based on differences in measurements or errors of computation. Any such claim not so submitted and supported by an itemized statement within said fifteen (15) day period is expressly waived and the DISTRICT shall not be obligated to pay the same. Nothing contained herein shall limit the requirements of Standard General Conditions; Section 00700, Subsection 10.05, *Claims*.

- C. Upon receipt of the executed Certificate of Completion from the CONTRACTOR, and approval by the Engineer, the Engineer will process the final payment.
- D. Provided CONTRACTOR submits a claim in the manner and time as required in B. above, the Engineer, as soon as practicable, will consider and investigate the claim or claims of the CONTRACTOR for compensation earned under the Contract and not included in the Engineer's final estimate and Certificate of Completion. The Engineer will then promptly advise the CONTRACTOR of acceptance or rejection of the claim in full or part. If the Engineer allows the CONTRACTOR'S claims in full or in part, Engineer will prepare a revised final estimate and Certificate of Completion, including all such items allowed and will submit the same to the CONTRACTOR.
- E. The CONTRACTOR shall execute and return the revised Certificate of Completion within five (5) days of its receipt together with notice of his acceptance or rejection of the amount there stated as being full compensation earned under the Contract.
- F. If the Engineer rejects the claim or claims, he will issue written notice of rejection mailed to the CONTRACTOR'S last known address as shown in the records of the DISTRICT.
- G. The CONTRACTOR shall commence any suit or action to collect or enforce the claim or claims for any additional compensation arising from differences in measurements or errors of computation in the final estimate within a period of one (1) year following the original mailing of the Engineer's final estimate and Certificate of Completion to the CONTRACTOR'S last known address as shown in the records of the DISTRICT. The Engineer's issuance of a revised final estimate pursuant to this subsection does not alter the original final estimate date. If said suit, action or proceeding is not commenced in said one (1) year period, the final estimate and Certificate of Completion or revised final estimate and Certificate of Completion, if revisions are made, shall be conclusive with respect to the amount earned by the CONTRACTOR, and the CONTRACTOR expressly waives any and all

claims for compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

- H. Upon return of the fully executed Certificate of Completion from the CONTRACTOR, the Engineer will submit the Certificate of Completion and final estimate to the DISTRICT for approval. Upon approval and acceptance by the DISTRICT, CONTRACTOR will be paid a total payment equal to the amount due under the Contract including retainage.
- I. Monies earned by the CONTRACTOR are not due and payable until the procedures set forth in these Specifications for inspection, approval and acceptance of the Work, for determination of the work done and the amount due therefor, for the preparation of the final estimate and Certificate of Completion processing the same for payment, for consideration of the CONTRACTOR'S claim, or claims, if any, and for the preparing of a revised final estimate and Certificate of Completion and processing same for payment have been carried out.
- J. Non-resident CONTRACTOR will provide DISTRICT with evidence that provisions of ORS Chapter 279A.120 have been satisfied; this is a prerequisite to final payment.
- K. Execute and deliver to DISTRICT, in form approved by the Attorney, a receipt for all amounts paid or payable to CONTRACTOR under the Contract, and a release and waiver of all claims against DISTRICT arising out of or relating to the Contract and furnish satisfactory evidence that all amounts due for labor, materials and other obligations under the Contract have been fully and finally settled or are fully covered by the Performance and Payment Bond and or insurance protecting DISTRICT, its officers, agents and employees as well as CONTRACTOR. This is a condition of final payment and CONTRACTOR will not be entitled to final payment on release of retainage nor interest thereon until execution and delivery of said Receipt, Release & Waiver.
- L. If DISTRICT declares a default of the Contract, and Surety completes said Contract, all payments after declaration of default and retainages held by DISTRICT shall be paid to Surety and not to CONTRACTOR in accordance with terms of the Contract.
- M. Acceptance by CONTRACTOR of final payment shall release DISTRICT and Engineer from any and all claims by CONTRACTOR whether known or unknown, arising out of and relating to the Work. No payment, however, final or otherwise shall operate to release CONTRACTOR or his Sureties from warranties or other obligations required in the performance of the Contract.

Article 8. CONTRACT DOCUMENTS

8.1 Contents

- A. The Contract Documents which comprise the entire agreement between DISTRICT and CONTRACTOR concerning the Work consist of the following:
 - 1. This Agreement
 - 2. Performance Bond
 - 3. Payment Bond
 - 4. General Conditions
 - 5. Supplementary Conditions
 - 6. Specifications as listed in Table of Contents (Appendices and Plans) of the Contract Documents, to also include the prevailing wage rates for Public Works Contracts in Oregon.
 - 7. Drawings and/or Plans consisting of a cover sheet and sheets numbered 1 through 7 inclusive with each sheet bearing the following general title: **Kellogg Creek WPCP Outfall Extension Project.**
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Addenda number(s)_____ to be included as Exhibit 1.
 - b. Bid Proposal, Bid Schedule of prices
 - c. Bid Bond
 - d. First-Tier Subcontractor Disclosure Form
 - 9. The following which may be delivered or issued on or after the effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Written Amendments.
 - c. Work Change Directives.
 - d. Change Order(s).

- B. The documents listed in Paragraph 8.1.A are attached to this Agreement (except as expressly noted otherwise above).

8.2 Coordination of Contract Requirements

- A. In general, in the case of a conflict or discrepancy between sections of the Contract Documents, the most stringent requirement and/or the highest quality product (as determined solely by the Engineer) shall be incorporated into the Work. The drawings and specifications are intended to describe and provide for a complete Work. Any requirement in one is as binding as if stated in all. The CONTRACTOR shall provide any work or material clearly implied in the Contract Documents even if the Contract Documents do not mention it specifically, using best industry practices. If there is still a conflict within the Contract Documents, it will be resolved in the sole judgment of the Engineer by the following order of precedence:

1. DISTRICT-CONTRACTOR Agreement
2. Addenda and/or Change Orders
3. Bid Form
4. Supplementary Conditions
5. General Conditions
6. Technical Specifications, Divisions 1 through 9 with Division 1 taking precedence over Divisions 2 through 9
7. Permits from other agencies as may be required by law.
8. Drawings
9. Bonds

Dimensions shown on the drawings or that can be computed shall take precedence over scaled dimensions. Notes on drawings shall take precedence over drawing details.

8.3 Conflict of Provisions

- A. In the event of any conflicting provisions or requirements between the component parts of his Contract, the component part having the lowest number, as established in Subsection 8.2 above, shall govern.

This shall in no way relieve the performance bond and public liability insurance of their respective and specific protection to the CONTRACTOR, provided, however, that such sequence control does not conflict with the intent of or harm the product in any way. In case of such conflict which would alter the intent of or harm the product, the requirement which, in the opinion of the Engineer, will result in the best product will govern. It is hereby agreed that the entire project shall be completed in accordance with the full intent of the Contract, regardless of conflicting statements, omissions, or errors. The intent of the drawings and

Specifications is to outline and control the work in a manner necessary to result in the best completely finished product practicable, at a minimum cost, incorporating all items. Any omissions in the Plans and Specifications pertinent to the requirements of the specified bid items are unintentional. If such are found, the CONTRACTOR will be required to perform the work in a customary workmanlike manner to achieve the intent as stated above.

It shall be definitely understood that omissions of one or more of the Documents shall not be construed as conflicting provisions. Any requirement given in one Document shall be known to be binding as though it is repeated in all Documents alike. The intent of the Contract is to combine all requirements of all Documents into one.

Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement will have the meaning indicated in the General Conditions, and as revised by Supplementary Conditions.
- 9.2 The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the District, which may be granted or withheld in its sole and absolute discretion. The District may assign this Agreement at any time and shall provide the Consultant with notice of such assignment within thirty (30) days of such assignment.
- 9.3 DISTRICT and CONTRACTOR each binds itself, its partners, successors, assignees, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon DISTRICT 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.
- 9.5 Two Year Maintenance and Warranty
 - A. In addition to and not in lieu of any other warranties required under the Contract, make all necessary repairs and replacements to remedy, in a manner satisfactory to the DISTRICT and at no cost to DISTRICT, any and all defects, breaks, or failures of the Work occurring within two (2) years following the date of Acceptance of the Work due to faulty or inadequate materials or workmanship. Repair damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused,

in whole or in part, from activities of the CONTRACTOR in performing his duties and obligations under this Contract when such defects or damage occur within the warranty period. The two-year maintenance period required shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair. Where equipment or systems are specified to have a longer warranty period, CONTRACTOR shall be bound to the longer warranty period for the specific equipment and/or systems.

- B. If CONTRACTOR, after written notice, fails within ten (10) days to proceed to comply with the terms of this section, DISTRICT may have the defects corrected, and CONTRACTOR and CONTRACTOR'S Surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the DISTRICT, delay would cause serious loss or damage, repairs may be made without notice being given to CONTRACTOR and CONTRACTOR or Surety shall pay the cost of repairs. Failure of the DISTRICT to act in case of an emergency shall not relieve CONTRACTOR or Surety from liability and payment of all such costs.
- C. As a means of providing surety during the maintenance period, the CONTRACTOR shall provide to the DISTRICT written and legally attested proof of surety in the amount of not less than 10 percent of the final contract amount. The maintenance guarantee shall be one of the following types:

Continuance of the contract performance bond at the original or a reduced amount.

- 2. Maintenance bond in a format and with the conditions acceptable to the DISTRICT.
- 3. Cash deposit to the DISTRICT'S Treasury, with a treasurer's receipt acting as proof of surety.
- 4. Other arrangements, as may be proposed by the CONTRACTOR and accepted by the DISTRICT.

Article 10. GOVERNING LAW

10.1 It is expressly understood that this Agreement in all respects shall be governed by the laws of the State of Oregon and the ordinances of the Service District and Clackamas County.

Article 11. ASSIGNMENT OF ANTITRUST RIGHTS

11.1 By entering into this Agreement, the CONTRACTOR irrevocably assigns to DISTRICT any claim or cause of action which the CONTRACTOR now has or which may accrue in the future, including at DISTRICT'S option, the right to control any such litigation, by reason of any violation of 15 USC Section 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the CONTRACTOR by any person which are used, in whole or in part, for the purpose of carrying out the CONTRACTOR'S obligations under this Agreement.

11.2 CONTRACTOR shall require any subcontractor to irrevocably assign to the DISTRICT, as a third party beneficiary, any right, title or interest that has accrued or may accrue to the subcontractor by reason of any violation of 15 USC Section 1-15, ORS 646.725 or ORS 646.730, including, at the DISTRICT'S option, the right to control any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the CONTRACTOR in pursuance of the completion of this Agreement.

11.3 In connection with this assignment, it is an express obligation of the CONTRACTOR that it shall take no action which any way diminishes the value of the rights conveyed or assigned hereunder to the DISTRICT. It is an express obligation of the CONTRACTOR to advise the DISTRICT'S legal counsel:

- A. In advance of its intention to commence any action on its own behalf regarding such claims or causes of action;
- B. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
- C. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignments to the DISTRICT.

11.4 Furthermore, it is understood or agreed that in the event that any payment under any such claim is made to the CONTRACTOR, it shall promptly pay over to the DISTRICT its proportionate share thereof, if any, assigned to the DISTRICT hereunder.

Article 12. RECORDS RETENTION

12.1 CONTRACTOR shall maintain all standard records and accounts as required by the Contract Documents throughout the life of the Agreement and for a period of three years after the termination of the Agreement.

Article 13. TAX LAWS

13.1 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.

13.2 The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work 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 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respectively authorized officers or representatives as of the day and year first above written.

CONTRACTOR

DISTRICT

Advanced American Construction
Company

CLACKAMAS COUNTY BOARD OF
COUNTY COMMISSIONERS Acting as
the Governing Body of the Clackamas
County Service District No. 1 by:

Address

City , State, Zip

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

Telephone Number / Fax Number

APPROVED AS TO FORM

CCB License Number

County Counsel

Federal Tax ID

Oregon Business Registry

Entity Type / State of Formation

*Required if using an assumed business name, or if the business is a LLC, a LLP, a Corporation or other business type required by statute to be registered with the Oregon Secretary of State's office.