

AGENDA

Thursday, January 11, 2018 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2018-01

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Selection of the Board of County Commissioner's Vice Chair for 2018

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

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

County Counsel

1. Board Order No. _____ Authorizing the Procurement of Liability Insurance Coverage for Community Planning Organizations (Stephen Madkour, County Counsel)

IV. CONSENT AGENDA *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in 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 Amendment No. 5 to Intergovernmental Agreement No. 44-0571 with Multnomah County Department of Human Services, Aging & Disability Services Division for Care Transition Services – *Social Services*
2. Approval of an Amendment to the Agency Service Agreement with Northwest Housing Alternatives for HomeBase Program Operations and Financial Assistance – *Social Services*

B. Department of Transportation & Development

1. Approval to Terminate the Intergovernmental Agreement between Clackamas County and the City of Tualatin for a Surface Transportation Project on SW Borland Road at SW 56th Avenue

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC
2. Approval of a Professional Services Intergovernmental Agreement between the Clackamas County Sheriff's Office and Clackamas Community College to Provide Educational Services to Inmates at the Clackamas County Jail – CCSO
3. Approval of an Intergovernmental Agreement between the Clackamas County Sheriff's Office and Clackamas Community College to Provide Educational Services to Inmates at the Clackamas County Jail – CCSO
4. Approval of an Intergovernmental Agreement between the Clackamas County Sheriff's Office and Clackamas Community College to Provide Life Skills and Parenting Courses to Inmates at the Clackamas County Jail – CCSO

D. County Counsel

1. Approval of an Escrow Agreement with Pedcor Development Associates, LLC, Pedcor Investments 2016-CLV, LP and First American Title Insurance Company Related to the Rosewood Station Development Permits
2. Approval of an Intergovernmental Agreement between Clackamas County and Multnomah County for Attorney Services to Advise on Construction Contract and Design Defect Litigation

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



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

January 11, 2018

Stephen L. Madkour
 County Counsel

Board of County Commissioners
 Clackamas County

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

Members of the Board:

**Board Order Authorizing the Procurement of Liability Insurance Coverage
For Community Planning Organizations**

Purpose/Outcomes	Seeking Board authority to approve a Board Order authorizing the procurement of liability insurance coverage for CPOs, adopting rules of conduct for participating CPOs, and delegating authority to County staff to effectuate these goals and objectives.
Dollar Amount and Fiscal Impact	The quoted annual cost for a commercial general liability (CGL) policy and Directors and Officers (D&O) coverage is approximately \$5,000 for the coverage, and \$5,000 administration fee from the broker. The annual administrative cost may drop slightly over time. The policy would provide insurance coverage to all participating CPOs. Presently, CPOs receive up to \$150 annually from PGA for operating expenses. Accordingly, the cost would need to be borne by the County out of the general fund. Last fiscal year the Board budgeted \$50,000 in County Counsel's budget for CPO coverage. Those funds remain intact and the cost associated with the insurance coverage could be assigned to this budget line item.
Funding Source	General fund
Duration	One-year trial period
Previous Board Action	The Board held a policy session on December 12, 2017. At that time the Board authorized staff to proceed as directed.
Strategic Plan Alignment	Build public trust through good government
Contact Person	Stephen L. Madkour, County Counsel

BACKGROUND:

A Community Planning Organization (CPO) as defined in Chapter 2.10 of the County Code and described in Chapter 2 (Citizen Involvement) of the Clackamas County Comprehensive Plan, means a community organization that acts in an advisory capacity to the Board of County Commissioners, Planning Commission, and Planning Division on land use matters affecting its area. The CPO program is the method Clackamas County uses to meet Goal 1, Citizen Involvement, of the Statewide Planning Goals. A CPO is not considered an agent of the County.

Hamlets and Villages are considered agents of the County for the purposes of liability coverage. Chapter 2.10.110 of the County Code states: Agency status: "Hamlet and village board members acting within the scope of authority granted by the organization bylaws and county policies are advisory to the BCC and shall be treated as agents of the county for claims against them for purposes of the Oregon Tort Claims Act. When acting in the capacity of a CPO, a hamlet or village board shall not be considered an agent of the county."

Villages and hamlets are really subdivisions of the county. Its members are elected and are subject to a code of conduct set forth in the County Code. Hamlet and village board members are subject to removal. No such oversight is available for CPOs, which operate more independently. Additionally, a CPO could be adverse to the county in land use decisions.

A few years ago, members of the Mt. Hood CPO were named as defendants in a lawsuit filed by a property owner. The members were able to obtain legal representation from volunteers at the Lewis and Clark Law School. However, it has been reported that the lawsuit had a chilling effect on members of the community wanting to volunteer on a CPO.

Since that time, the County has received correspondence from various CPO board members expressing concerns about legal liability exposure and the desire to be provided some type of insurance coverage from the county. Essentially, CPO board members feared the legal exposure brought on by particular lawsuits commonly referred to as SLAPP suits, or strategic lawsuit against public participation.

In March 2017, the Board held a study session on this issue and directed staff to explore best available options for providing CPOs with some type of insurance coverage. In the interim, in an effort to provide CPOs with some sense of security, the Board budgeted \$50,000 as a line item in the County Counsel budget for legal defense costs in the event of any litigation involving CPOs. No litigation has been filed and the \$50,000 remains intact. Staff recommends that subject to Board approval on procuring insurance, that the policy cost be paid out of this fund. Coverage could be effective as early as March 1, 2018.

County staff has worked collaboratively with CPO representatives in an effort to identify the most cost effective method of obtaining coverage. We have quotes from Laporte, a local insurance broker.

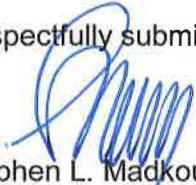
Along with providing CPOs with the benefit of insurance coverage also comes an expectation that CPO Board members would be subject to the same general rules of conduct applicable to hamlets and villages. The attached "Assumed Responsibilities" is an outgrowth of the rules of conduct for hamlets and villages found in our code. Section 7 contains mandatory training requirements for those CPOs that "opt in" for insurance coverage.

At the December 2017 study session, the Board directed staff to proceed with placing the item on an upcoming business meeting agenda. The Board further directed the following: 1) That the rules of conduct be included in either the CPO bylaws or the CPO handbook to assure consistency; 2) that all active CPOs be encouraged to participate in the insurance programs; 3) that the \$50,000 reserve in County Counsel's budget be released after the close of this fiscal year; and 4) that the CPO insurance program be revisited in a year to evaluate participation levels and costs/benefits.

RECOMMENDATION:

Staff respectfully recommends that the Board approve the attached Board Order authorizing the procurement of liability insurance coverage for CPOs, and adopting rules of conduct for participating CPOs, and delegating authority to County staff to effectuate these goals and objectives as set forth in the Order.

Respectfully submitted,



Stephen L. Madkour
County Counsel

Attachments

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

In the Matter of Authorizing the
Procurement of Liability Insurance
Coverage for Community Planning
Organizations



ORDER NO. _____
Page 1 of 2

WHEREAS, a Community Planning Organization (CPO) as defined in Chapter 2.10 of the County Code and described in Chapter 2 (Citizen Involvement) of the Clackamas County Comprehensive Plan, means a community organization that acts in an advisory capacity to the Board of County Commissioners, Planning Commission, and Planning Division on land use matters affecting its area. The CPO program is the method Clackamas County uses to meet Goal 1, Citizen Involvement, of the Statewide Planning Goals;

WHEREAS, a CPO is not considered an agent of the County and is therefore not included as a covered entity for the purposes of legal liability;

WHEREAS, CPO board members have expressed concerns about legal liability exposure from lawsuits and have requested that the County explore providing CPOs some type of insurance coverage. Essentially, CPO board members feared the legal exposure brought on by particular lawsuits commonly referred to as SLAPP suits, or strategic lawsuit against public participation. Additionally, threats of lawsuits has adversely affected the CPO's membership and interest in volunteering;

WHEREAS, in March 2017, in an effort to provide CPOs with some sense of security, the Board budgeted \$50,000 as a line item in the County Counsel budget for legal defense costs in the event of any litigation involving CPOs. No litigation has been filed and the \$50,000 remains intact;

WHEREAS, the County has obtained quotes from an insurance broker that would provide the CPOs with comprehensive general liability coverage and directors' and officer's coverage;

WHEREAS, the cost of the insurance premiums will remain the same regardless of how many CPOs decide to enroll for coverage and that it is the greatest fiscal efficiency if all active CPOs were to enroll in the program; and

WHEREAS, along with providing CPOs with the benefit of insurance coverage also comes an expectation that CPO Board members would be subject to the same general rules of conduct found in County Code applicable to board members of hamlets and villages.

NOW THEREFORE, IT IS HEREBY ORDERED that the Board of County Commissioners authorize the procurement of liability insurance coverage for all enrolled CPOs as follows:

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

In the Matter of Authorizing the
Procurement of Liability Insurance
Coverage for Community Planning
Organizations



ORDER NO. _____
Page 2 of 2

1. The County shall adopt rules of conduct for participating CPOs;
2. The rules of conduct shall be either in the CPO bylaws or the CPO handbook;
3. That the first annual premium shall be paid out of the \$50,000 in County Counsel's budget;
4. That the \$50,000 was a one-time budget allocation and that remainder of the \$50,000 will be released;
5. That the terms of this Order will be revisited by this Board before March 2019, at which time the success of the program will be evaluated; and
6. That the Board delegates authority to County staff to effectuate these goals and objectives as consistent with this Order.

ADOPTED this 11th day of January 2018:

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Statement of Assumed Responsibilities for Elected Officers and Directors of Community Planning Organizations, an Addendum to the Model Bylaws for Community Planning Organizations.

A. Preamble.

The Community Planning Organizations of Clackamas County ("CPO") are volunteer citizen organizations. CPOs are a part of the citizen involvement program required by State of Oregon statute as outlined in Goal 1, Citizen Involvement of the Statewide Planning Goals. CPOs serve the residents, property owners, businesses, corporations, and trusts within their geographical boundaries in matters concerning community development, land use and community issues in general. CPOs are each entities that are distinct from, and not an agent of, Clackamas County.

B. Statement of Assumed Responsibilities for CPO Board Members.

CPO Board Members ("CPO Board Members") are officers and directors at large that have been elected by the CPO members to act on the CPO members' behalf. By accepting a position in a CPO, each CPO Board Member pledges to follow and assume these stated responsibilities in all of their official acts taken as a CPO Board Member:

1. To serve the best interests of the CPO as a whole regardless of personal interests;
2. To conduct open, fair, and well-publicized meetings and elections;
3. To provide opportunities for members of the CPO to comment on decisions facing the CPO;
4. To perform duties without bias for, or against, any individual or group;
5. To act in compliance with all of their CPO's bylaws;
6. To comply with all other aspects of Oregon law applicable to public officials, including the public records law, public meeting law, ethics law, and election laws; and
7. If a CPO accepts general liability and directors' and officers' insurance coverage under any insurance plan or plans offered to the CPOs and paid for by Clackamas County, then the CPO Board Members of the accepting CPO shall both: a) undertake reasonable training as reasonably provided by, and at the expense of, the Clackamas County Board of County Commissioners and County staff within 90 days of being elected (or the enactment of this Statement whichever is later); and b) notify the County in writing that such training was taken. Such training may include but not be limited to general governance and procedure, bylaws, public meetings and public records, elections, and governmental ethics, and shall be offered at times and in formats that are convenient for citizen volunteers, such as online and/or at regularly scheduled CPO meetings.

January 11, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement #44-0571, Amendment #5
with Multnomah County Dept. of County Human Services,
Aging & Disability Services Division for Care Transition Services

Purpose/Outcomes	To provide care transition services for Medicare eligible persons who reside in Clackamas County who are being discharged after a hospitalization to reduce their chance of re-hospitalization.
Dollar Amount and Fiscal Impact	Amendment total is \$64,900 for a new total agreement of \$564,720. The contract is funded through the Multnomah County provider agreements with OHSU and Providence Health Systems
Funding Source	Local Funds - no County General Funds are involved.
Duration	Effective April 1, 2013 and terminates on December 31, 2018
Previous Board Action	072513-A5, 041615-A4, 041317-A4
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	6331

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of Amendment #5 to Agreement #44-0571 with Multnomah County, by and through its Aging, Disability and Veterans Services Division for the delivery of Care Transition services to Clackamas Residents. Clackamas County Social Services, as part of the Metro Aging & Disability Resource Connection Consortium (Metro ADRC), participates with the Metro Care Transitions Collaborative (MCTC) program which is a joint effort of the four Area Agencies on Aging in the region and four medical systems. Multnomah County Aging, Disability, and Veterans Services Division (Multnomah ADVSD) is serving as the lead agency and fiscal agent. This amendment adds funding and extends the termination date of the original contract.

The goal of the MCTC is to provide Coleman model care transition services to persons identified by the participating hospitals that meet the eligibility criteria. This 4-week community or hospital-based intervention program was developed by Eric Coleman. This approved evidenced based program utilized trained "transition coaches" to do a hospital visit, home visit, and three follow-up phone calls with eligible participants. The eligibility criteria for the program are: Medicare fee-for-service, resides

in one of the four participating counties, and has one of the targeted diagnoses and a primary or secondary reason for hospital admission. Persons that meet these criteria will receive coaching from a Care Transition Coach to assist them in successfully transitioning back to home with minimal risk of re-hospitalization.

This amendment to the agreement is late due to Multnomah County not being able to release agreements to the other participating counties until their funding source released their agreement which resulted in the delay of this amendment. This agreement amendment is effective July 1, 2017 through December 31, 2018. No County General Funds are involved in this agreement. The original agreement was reviewed and approved by County Council on July 10, 2013

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services Department

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

Contract Number 4400000571
Amendment 5

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2017 between Multnomah County, Oregon, hereinafter referred to as County, and Clackamas County Social Services Division, hereinafter referred to as Contractor.

The parties agree:

1. The following changes are made to Contract No. 4400000571:
 - a. The term of the contract is shall be April 1, 2013 to December 31, 2018.
 - b. Intergovernmental Agreement 4400000571 is replaced in its entirety by the attached Intergovernmental Agreement 4400000571. Changes to this agreement include: revisions to Request for Payment and Responsibilities of County sections.
2. The estimated target value of this Contract for its term duration is increased to \$564,720.
3. All other terms and conditions of the Contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

CONTRACTOR:

County Chair or Designee: Deborah K. Poyles
Date: 12/21/17
Dept Director or Designee: NA
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By _____
Assistant County Attorney Approved via email by Jonathon Strauhull
Date: 12/14/17

Approved as to form
by: _____
Date: _____

This is an Agreement between Clackamas County Social Services Division (Contractor) and Multnomah County (County), referred to collectively as the "Parties."

CONTRACTOR ADDRESS: P.O. Box 2950
CITY, STATE, ZIP: Oregon City, OR 97045

PURPOSE: The purpose of this agreement is to purchase the services and establish the terms of the Metro Care Transitions Collaborative (MCTC), a joint effort of the four Area Agencies on Aging (AAA) and various medical systems in the Multnomah, Clackamas, Washington and Columbia County area. Multnomah County ADVSD will be serving as lead agency.

Community-Based Organizations (CBOs) Area Agencies on Aging	Medical Systems
Clackamas County Social Services (CCSS) Multnomah County Aging, Disability and Veterans Services (ADVSD) Washington County Disability Aging and Veterans Services (DAVS)	Oregon Health & Science University (OHSU) Portland Providence Medical Center Providence Milwaukie Medical Center Providence St. Vincent Medical Center

PROJECT DESCRIPTION: Multnomah County Aging, Disability and Veterans Services (ADVSD) will serve as the lead agency, with executive oversight from the Care Transitions Project Manager and with day-to-day operations and quality assurance provided by a Clinical Coordinator.

All participating healthcare systems have accepted the use of the Coleman model for care transitions (Coleman CTI). Care Transitions (CT) coaches will assist participating healthcare systems in identifying appropriate referrals for the program, make contact with patients, and begin the coaching process. Program participants will receive a visit in the hospital, one home visit within 48 – 72 hours following discharge, as well as up to three (3) follow-up phone calls. The area served by the Collaborative has rich diversity, and the Collaborative will use bi-lingual coaches or interpreter services to assure effective communication with program participants.

Data collection and analysis, as well as billing and fee distribution, will be managed by ADVSD's well-established fiscal reporting system. Quality assurance checks will be part of the ongoing process. A CT database, already in use in a CT pilot project, will be utilized by CBO partners for this project. Additionally, referral and assignment processes are already in place.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from April 1, 2013 to December 31, 2018. This agreement may be renewed at the discretion of County.
2. **CONSIDERATION.** The estimated payment under this Contract, including expenses, is \$564,720 in requirements funding.

3. **RESPONSIBILITIES OF CONTRACTOR.** The Contractor agrees to perform the following tasks and deliverables:

- a. Multnomah County ADVSD will serve as lead agency and fiscal agent for the Collaborative. Contractor agrees to assign a lead staff person for this project, who will coordinate the program.

The CT program has been designed to provide for interactive cooperation between the Contractor, the other three participating contractors and participating healthcare systems.

Contractor will ensure that CT services will be provided by CT coaches who have completed required training provided by the Coleman CTI program and who meet the position qualifications. Contractor will identify one or more trained coaches to be assigned within their service area. It is anticipated that each coach will be able to complete a minimum of 24 home visits per 1.0 FTE CT Coach each month, for a total of approximately 296 participants served per year.

Contractor will coordinate with the MCTC Clinical Coordinator to ensure that Contractor CT coach(es) will be assigned to provide home visits and follow-up to Washington County program participants identified at OHSU, Providence Portland Medical Center, Providence Milwaukie Medical Center, and Providence St. Vincent Medical Center. Contractor will not have responsibility for case finding at these facilities. The healthcare systems will provide either a list of eligible participants or access to medical records to the coach to aid in identifying patients that meet the criteria for the program as determined by the healthcare system. The site visit is completed by the designated CT coach to explain the CT program to the potential participant and their family members, including providing them with an informational brochure and acquainting them with the coach who will be visiting them at home. The designated CT coach will also enter participant and service information into the Collaborative's database, as required by ADVSD.

Once a patient accepts admission into the CT program, a designated CT Coach will enter participant information into the CT database and make the referral to the appropriately assigned CT Coach based on the zip code and county of the program participant's residential address.

A home visit by the CT coach to meet with the program participant, and their caregiver if possible, will occur within 2 business days of discharge. In addition, the CT coach will conduct three follow-up phone calls over the next 30 days. The Coleman CTI model is founded on the principle of patient-centered/directed practices. CT coaches use teach-back methods, coaching, and patient-activation methods to support the beneficiary and their support networks to help them establish skills that last far beyond the 30-day intervention. The home visit focuses on review of the discharge instructions and the four pillars of the Coleman model:

- review of the program participant's medication, with a focus on self-management of medications;
- planning for the follow-up appointment with physician;
- assuring the client understands potential red flags and complications which might occur; and
- completion of a personal health record and helping the program participant make note of any questions to ask their personal care physician or specialist at the follow-up appointment. The three follow-up phone calls within 30 days of discharge will focus on problem solving and patient activation.

The coach will work with the program participant and their family to ensure transportation is arranged for the physician visit and for other follow-up appointments, including to labs and pharmacy during the first week at home. If the program participant and their family identify any care or resource needs, the coach will assist by providing referrals for follow-up assistance and access to community services, including transportation.

- b. Deliverables shall be sent or delivered to:

Multnomah County
DCHS/Aging, Disability and Veteran Services Division
Contract Deliverables

P.O. Box 40488
Portland OR 97204-0488

If submitting electronically, send to: ADS.Contracts@multco.us.

- c. Outreach Materials: Contractor will ensure that all outreach materials have been approved by the MCT Clinical Coordinator prior to distribution.
- d. Public Release of Information: Contractor will coordinate with the MCT Clinical Coordinator to ensure that report or analytic material based on information obtained through the project has been approved by ADVSD prior to release.
- e. Evaluation: Contractor agrees to cooperate fully with ADVSD in any evaluation of this program. This may include providing additional information and data, including beneficiary-specific information, regarding program operations, intervention models, patient targeting, and other functions.
- f. Program Performance Measures:

Client demographics and service data are entered in timely and accurate manner.	95% rate for accuracy and timeliness
CT Coaches and supervisory lead are actively engaged in program development.	CT Coach(es) and supervisory lead participate in program meetings/calls at least one time/month

- g. Reporting Requirements: Contractor agrees to utilize electronic client and service database system established by the County. Lead staff and CT Coaches will participate in training and technical assistance for data collection systems to ensure appropriate and accurate use of reporting tools. Contractor will ensure that CT Coaches enter client and service information into the electronic database in a timely, accurate and complete fashion. Monthly client data/service entry will be entered no later than the final day of the month in which services are provided.
4. **RESPONSIBILITIES OF COUNTY.** Upon submission of all deliverables and an invoice, County agrees to pay Contractor an estimated \$524,120 in requirements funding including expenses. County will pay upon the conditions and terms indicated in #12 below.
 5. **TERMINATION.** This agreement may be terminated by either party upon thirty (30) day's written notice. Termination of this Agreement shall be without prejudice to expenses accrued prior to such termination.
 6. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless Contractor from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 Contractor shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of Contractor, its officers, employees and agents in the performance of this agreement.
 7. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
 8. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
 9. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

10. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
11. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
12. **PAYMENT/BILLING.** This Contract will be paid on a Per-Invoice/Fee-for-Service/Requirements basis. Payment will be made for services to clients who are targeted at-risk patients at OHSU and/or Providence Health Systems facilities identified by County staff. Payment will be made to Contractor contingent upon receipt of payment by County from OHSU and/or Providence Health Systems for qualified clients and services.
- a. County will pay Contractor **\$200** for each program participant identified through OHSU and/or Providence Health Systems who receives a home visit from a Care Transitions (CT) Coach. For services in the period from July 1, 2017 through December 31, 2018, County will pay Contractor \$200 each for:
 - i. Up to **ninety-six (96)** program participants identified through OHSU who receive a home visit from a Contractor Care Transitions (CT) Coach from **July 1, 2017 through June 30, 2018 for a total of up to \$19,200 (new funding);**
 - ii. Up to **one hundred forty-nine (149)** program participants identified through Providence Health Systems who receive a home visit from a Contractor Care Transitions Coach from **December 1, 2016 through December 31, 2017, for a total of up to \$29,800.**
 - iii. **CONTINGENT FUNDING:** A continuation of current funding for calendar year 2018 has been tentatively approved for up to **one hundred forty-nine (149)** program participants identified through Providence Health Systems under this contract who receive a home visit from a Contractor Care Transitions Coach from **January 1, 2018 through December 31, 2018.** This funding is contingent upon the availability of additional funds from which payment for contract purposes can be made. No legal liability on the part of the County for any payment may arise until the additional funds are made available to the County for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the County.
 - b. County will pay Contractor **\$100** each for:
 - i. Up to **one hundred fifty-nine (159)** program participants identified through case finding by Contractor Care Transitions Coach at Providence Milwaukie Medical Center who also received a home visit by a Care Transitions Coach from **December 1, 2016 through December 31, 2017, for a total of \$15,900.**
 - ii. **CONTINGENT FUNDING:** A continuation of current funding for calendar year 2018 has been tentatively approved for up to **one hundred fifty-nine (159)** additional program participants identified through case finding by Contractor Care Transitions Coach at Providence Milwaukie Medical Center who receive a home visit from a Care Transitions Coach from **January 1, 2018 through December 31, 2018.** This funding is contingent upon the availability of additional funds from which payment for contract purposes can be made. No legal liability on the part of the County for any payment may arise until the additional funds are made available to the County for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the County.
 - c. The estimated total new funding for the period from July 1, 2017 through December 31, 2018 is **\$64,900.**
 - d. All requests for payment shall be sent to:

Multnomah County
 DCHS/Aging, Disability and Veteran Services Division
 Contract Deliverables
 P.O. Box 40488
 Portland OR 97204-0488

If submitting electronically, send to: ADS.Contracts@multco.us

e. Payments will be sent to:

Washington County DAVS
 155 N. 1st Ave., Stop 44
 Hillsboro, OR 97124-3001

- 13. **ORS 190-COOPERATION OF GOVERNMENT UNITS.** This agreement **is not** an ORS 190 governmental agreement as defined by the Oregon Revised Statutes (ORS 190.003-190.800).
- 14. **FEDERAL FUNDS SUBRECIPIENT.** The Catalog of Federal Domestic Assistance (CFDA) number(s), title(s) and amount(s) of the Federal funds are shown below along with other required information about the Federal award per CFR200, Subpart D – Post Federal Award Requirements Standards for Financial and Program Management, Section §200.331 (see Attachment F). If this Contract is a subaward (making Contractor a subrecipient of Federal funds), Contractor shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB Circular A-133) if such an audit is required by Federal regulations. If there is a change to funding for this Contract that adds Federal funding or changes existing funding to Federal, Contractor will be notified via a certified letter within 30 days.

CFDA #	Program Title	Program Amount
N/A	N/A	N/A

- 15. **FISCAL REQUIREMENTS.** Contractor agrees to the following if a Federal Funds Subrecipient:
 - a. Contractor agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Chapter I, Chapter II, Part 200), Oregon Administrative Rules, County financial procedure in the *Countywide Contractor's Fiscal Policies and Procedures Manual* located at: <http://web.multco.us/finance/fiscal-compliance>. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense and all assets, liabilities, and equities consistent with the Generally Accepted Accounting Principles, Oregon Administrative Rules, and County procedures. Reports and fiscal data generated by the Contractor under this Contract shall be accessible to County upon request.
 - b. Contractor shall be subject to a County fiscal compliance review to monitor compliance with the County's financial reporting and accounting requirements. The review shall be completed periodically, as described in the *Countywide Contractor's Fiscal Policies and Procedures Manual*. If Contractor's corporate headquarters are out of state, Contractor agrees to pay travel costs incurred by County to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.
 - c. Contractor, if it is a state, local government or non-profit organization and a subrecipient of Federal funds, shall meet audit requirements of Office of Management and Budget (OMB) Uniform Administrative Requirements "Audits of States, Local Governments, and Non-Profit Organizations" (2 CFR Chapter I, Chapter II, Part 200), Subpart F (formerly OMB Circular A-133 December 25, 2014 and earlier).
 - d. Contractor agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (2003 Revision), and ruled promulgated by other Federal, State, and local government agencies with jurisdiction over Contractor. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on Financial Statements or to perform other services that require independence.
 - e. Limited Scope and Full Audits, including the Management Letter associated with the audit, if issued, and all specifications identified in the County's *Fiscal Policies and Procedure Manual* shall be submitted to the County within thirty (30) days from the date of the report, but in no case later than nine (9) months after the end of the

Contractor's fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of Contract payments until audits are submitted.

16. **ADDITIONAL TERMS AND CONDITIONS:** N/A

17. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

January 11, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment to an Agency Service Agreement with
Northwest Housing Alternatives, Inc. for
HomeBase Program Operations and Financial Assistance

Purpose/Outcomes	Contractor provides financial assistance and case management to families and individuals who are homeless or at risk of being homeless.
Dollar Amount and Fiscal Impact	This amendment adds \$100,000 for a new total of \$215,000.
Funding Source	County General Funds
Duration	July 1, 2017 through June 30, 2018
Previous Board Action	The original agreement was approved by the Board on July 13, 2017, agenda item 071317-A1.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director – Social Services – (503) 655-8641
Contract No.	8332

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of an Amendment to an Agency Service Agreement with Northwest Housing Alternatives, Inc. (NHA). This amendment will increase funding to NHA by \$100,000 for a total of \$215,000 for *HomeBase* program case management and administration. NHA provides financial assistance to families and individuals who are homeless or at risk of being homeless. NHA also provides financial assistance to low income families and individuals to access affordable housing or remain stably housed. This agreement is effective July 1, 2017 through June 30, 2018. The fund source for this agreement is County General Funds.

RECOMMENDATION:

Staff recommends the approval of this agreement, and that Richard Swift, H3S Director, be authorized to sign all documents necessary on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services Department

Healthy Families. Strong Communities.

TO READ:

It is expected that the financial assistance funding under this contract will provide assistance to at least **30** households of the estimated 170 total households served by HomeBase in the year. It is understood that County funds designated for personnel may also be used to deliver similar services funded by other sources who do not pay for program delivery of personnel costs.

AMEND: Exhibit C: Budget:

Total maximum compensation under this contract shall not exceed \$115,000, with payments to be made as outlined in the body of the contract.

Adjustments to the budget may only be made with the approval of both parties.

Program Costs:

Special Client Assistance Fund	\$15,000
Financial Assistance	\$45,000
Case Management	\$35,000
Administration	<u>\$20,000</u>
Total	\$115,000

TO READ:

Total maximum compensation under this contract shall not exceed **\$215,000**, with payments to be made as outlined in the body of the contract.

Adjustments to the budget may only be made with the approval of both parties.

Program Costs:

Special Client Assistance Fund	\$15,000
Financial Assistance	\$85,000
Case Management	\$80,000
Administration	<u>\$35,000</u>
Total	\$215,000

AMEND: Attachment 1


Financial Assistance	\$45,000
Staffing (Case Management)	\$35,000
Administration	\$20,000

TO READ:

Financial Assistance	\$85,000
Staffing (Case Management)	\$80,000
Administration	\$35,000

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

CONTRACTOR

By: 

Martha McLennan, Executive Director

December 28, 2017
Date

2316 SE Willard Street
Street Address

Milwaukie, Oregon 97222
City/State/Zip

(503) 655-8600 /
Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services Department

Date



M. BARBARA CARTMILL
DIRECTOR

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

January 11, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to terminate the Intergovernmental Agreement between Clackamas County and the City of Tualatin for a surface transportation project on SW Borland road at SW 56th avenue.

Purpose/Outcomes	Termination of an Intergovernmental Agreement with the City of Tualatin relating to Borland road
Dollar Amount and Fiscal Impact	None
Funding Source	N/A
Duration	Agreement will be terminated upon execution by both parties.
Previous Board Contact	10/16/2003 BCC: Approval of Intergovernmental Agreement.
Strategic Plan Alignment	Build public trust through good government
Contact Person	Mike Bezner 503-742-4651

On October 16, 2003 Clackamas County and City of Tualatin executed an Intergovernmental Agreement related to improvements to the intersection of SW Borland Road and SW 56th Avenue. Both parties have chosen to not complete certain obligations set forth in the IGA and prefer to terminate the IGA. The City of Tualatin and Clackamas County agree that neither party shall be obligated to the other for any outstanding liability or obligations which may have accrued pursuant to the IGA.

RECOMMENDATION:

Staff respectfully recommends that the Board approve and sign the agreement with the City of Tualatin for the termination of the Intergovernmental Agreement between Clackamas County and the City of Tualatin for a surface transportation project on SW Borland Road at SW 56th Avenue.

Respectfully submitted,

Mike Bezner, PE
Assistant Director of Transportation

RESOLUTION NO. 5348-17

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE
TERMINATION OF AN INTERGOVERNMENTAL AGREEMENT WITH
CLACKAMAS COUNTY RELATING TO BORLAND ROAD

WHEREAS, the City and Clackamas County entered into an Intergovernmental Agreement (IGA), effective October 16, 2003;

WHEREAS, the IGA related to certain improvements to the intersection of SW Borland Road and SW 56th Avenue in the vicinity of Bridgeport Elementary School and contained other obligations; and

WHEREAS, the parties have chosen not to complete the obligations in the IGA and prefer to terminate the IGA.

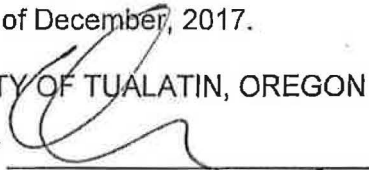
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The City Manager is authorized to execute the termination of the IGA with Clackamas County relating to Borland Road.

Section 2. This resolution is effective upon adoption.

Adopted by the City Council this 11th day of December, 2017.

CITY OF TUALATIN, OREGON

BY 
Mayor

APPROVED AS TO FORM

BY 
City Attorney

ATTEST:
BY 
City Recorder

**TERMINATION OF THE INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY AND THE CITY OF TUALATIN
FOR A SURFACE TRANSPORTATION PROJECT ON SW BORLAND ROAD AT SW
56TH AVENUE**

THIS TERMINATION AGREEMENT is made and entered into on 12-11, 2017 by and between Clackamas County (hereafter called "COUNTY"), a political subdivision of the State of Oregon and the City of Tualatin, a municipal corporation of the State of Oregon (hereafter called "CITY").

WHEREAS, the parties entered into a certain Intergovernmental Agreement, effective October 16, 2003 (the "IGA"), which is attached hereto as Exhibit "A";

WHEREAS, the IGA related to certain improvements to the intersection of SW Borland Road and SW 56th Avenue in the vicinity of Bridgeport Elementary School (hereafter called the "Project");

WHEREAS, the parties have chosen not to complete certain obligations set forth in the IGA and prefer instead to terminate the IGA;

THEREFORE, the parties agree that the IGA is hereby terminated, subject to the following:

1. The termination shall be effective as of the date this Termination Agreement is fully executed and approved as required by applicable law.
2. Both the County and City agree that neither party shall be obligated to the other for any outstanding liabilities or obligations which may have accrued pursuant to the IGA.
3. This Termination Agreement may be executed in counterparts. Facsimile and electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original.

[Signatures and Acknowledgments on Following Page]

Clackamas County

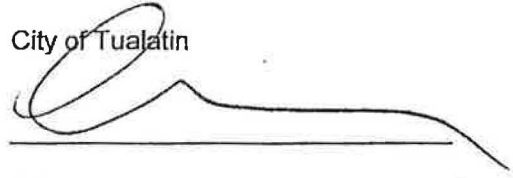
By:
Chair, Board of County Commissioners

Date _____

By:
Recording Secretary

Date _____

City of Tualatin



By:
Mayor

Date 12-11-2017



By:
City Recorder

Date 12-11-2017

**INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY
AND CITY OF TUALATIN FOR SURFACE TRANSPORTATION PROJECT ON
SW BORLAND ROAD AT S.W. 56TH AVENUE**

This Agreement is made and entered into by and between Clackamas County, a political subdivision of the State of Oregon, (hereinafter referred to as "County"), and the City of Tualatin, a municipal corporation of the State of Oregon, (hereinafter referred to as "City").

WITNESSETH

RECITALS

1. Borland Road is a part of the County roadway system under the jurisdiction and control of Clackamas County. SW 56th Avenue is a part of City's road system under the jurisdiction and control of the City of Tualatin.
2. By the authority granted in ORS 190.010, any unit of government may enter into agreements with units of local government or state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

NOW, THEREFORE, the parties agree as follows:

TERMS OF AGREEMENT

1. City has approved plans for the construction of improvements at the intersection of SW Borland Road/SW 56th Avenue/ Bridgeport Elementary School. The improvements, (hereinafter referred to as "Project"), include the following:
 - a. Provide left-turn storage lanes on SW Borland Road.
 - b. A new roadway, SW 56th Avenue forming the south leg of the intersection.
 - c. A new, fully actuated traffic signal, sidewalks, bike lanes and illumination for pedestrian/bicycle circulation and safety.

The location of the project is approximately as shown on the sketch map marked Exhibit A, attached hereto and incorporated by this reference. The Project will be constructed by a private party pursuant to a land use approval granted by City.

2. County Responsibilities

- a. Review traffic signal design plans in a timely manner.
- b. Pay one hundred percent (100%) of the traffic signal power until January 1, 2006.
- c. Issue a Street Construction and Encroachment permit following final approval of traffic signal plans.
- d. Review traffic signal timing and signal timing changes within five (5) work days, providing comments in writing to the City, or agent of the City completing the traffic signal timing changes.

3. City Responsibilities

- a. City will assist County, if necessary and on request from County, in insuring that the private party that will construct the Project obtains all permits for construction; and City will perform all inspections to insure that the Project is constructed and functions according to the approved plans.
- b. Perform all routine and emergency maintenance.
- c. Prepare all signal timing plans. All signal timing plans and signal timing plan changes shall be reviewed and approved in writing by the County, which approval shall not be unreasonably withheld, until the jurisdictional transfer of signal occurs on January 1, 2006.
- d. Request a jurisdictional transfer of Borland Road from the County from Wilke Road to 65th Avenue to be effective January 1, 2006. Prior to or at the time of the transfer, County will perform a 2-inch asphalt overlay on Borland, or provide a cash equivalent to City calculated as follows, at County's option:

65th Avenue- Wilke Road = 3000 LF
Average pavement width = 36 FT
Area = 108,000 SF

2" AC Overlay = $\frac{1 \text{ Ton}}{78} = 1,385 \text{ tons}$

	Unit price	
AC pavement	\$50/ton	\$69,250
Striping		\$2,250
Total cash equivalent		\$71,500

4. General Provisions

- a. This agreement may be amended in writing by mutual consent of the parties.
- b. County and City, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, shall indemnify, defend, save and hold harmless each other, and their members, officers and employees from all claims, suits and liabilities which may occur in the performance of this project, as a result of its own negligence.

IN WITNESS WHEREOF the parties have signed this agreement on the dates shown.

CLACKAMAS COUNTY

CITY OF TUALATIN

By: Bill Kenner
Chair

By: [Signature]
Mayor

By: Mellicent Morrison
Recording Secretary

By: Steve Wheeler
City Recorder

Date: 10/16/03

Date: 7-14-03

Approved as to form:

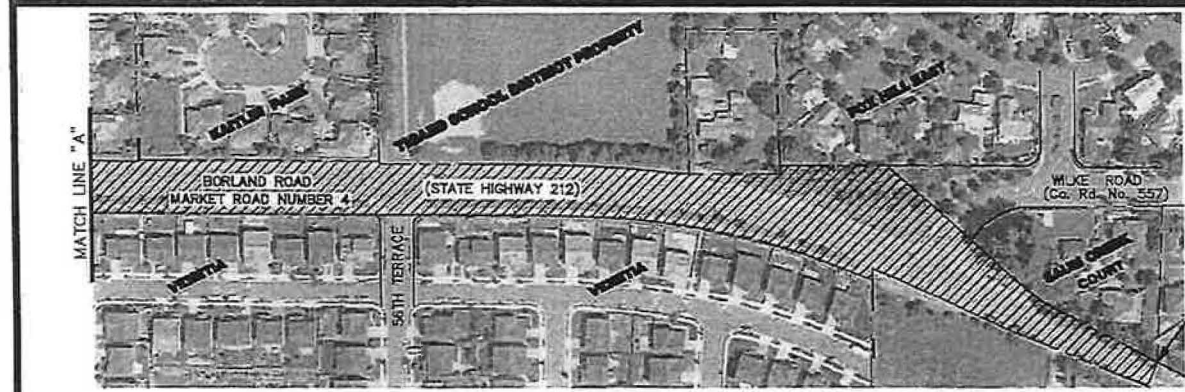
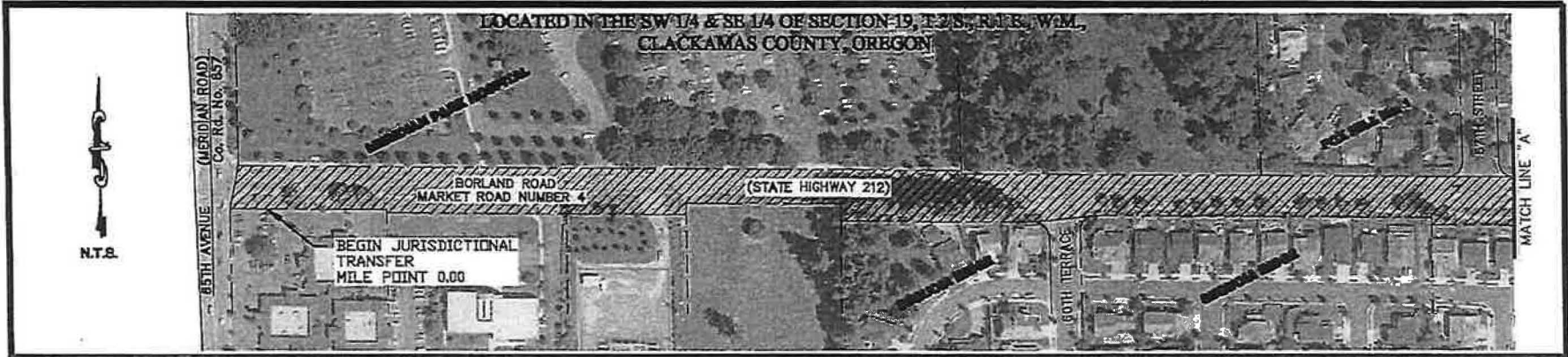
Approved as to form:

[Signature]
County Counsel

Brenda L. Spader
City Attorney

an/DTD/Borlandroad.lgn3(6/11/03)

204 144



LEGEND

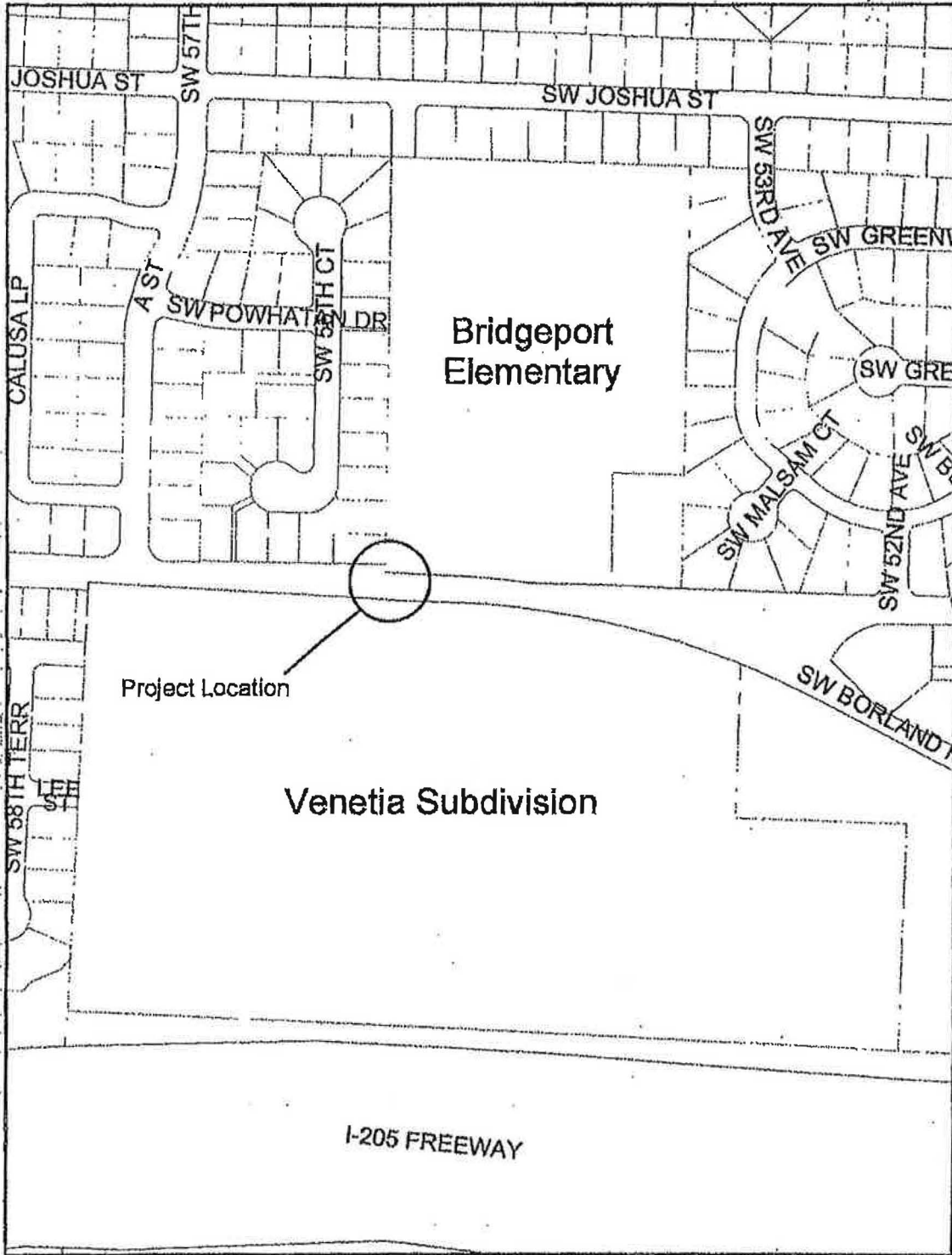
- TRANSFERRED AREA OF RIGHT-OF-WAY CONTAINING 314,676 Sq. Ft.
- LOT LINES
- RIGHT OF WAY LINES
- PLAT BOUNDARY LINES

 CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT	EXHIBIT "B"			
	BORLAND ROAD JURISDICTIONAL TRANSFER TO THE CITY OF TUALATIN			
	PAGE 1 OF 1			
RD. FILE NO. 21547	DRAWN BY CUTSHALL	DESIGN BY N/A	DATE 02-10-11	

EXH. A

Exhibit A

TUALATIN



RF 1:3,500

This map is derived from various digital database sources. While an attempt has been made to provide an accurate map, the City of Tualatin assumes no responsibility or liability for any errors or omissions in the information. This map is provided "as is". -Engineering and Building Department
Printed 6/10/03

DRAFT

Approval of Previous Business Meeting Minutes:

November 22, 2017

December 7, 2017

December 14, 2017

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>

Wednesday, November 22, 2017 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard recess as the Board of County Commissioners and convened as the Housing Authority Board for the next item. He introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY CONSENT AGENDA

Chair Bernard asked the Clerk to read the housing authority consent agenda by title.

~Board Discussion~

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

1. Resolution 1922: Approval to Submit a Section 18 Disposition Application for the Sale of Oregon City View Manor
2. Approval of Resolution 1923 Authorizing the Issuance of Up To \$32,000,000 of Revenue Bonds for the Rosewood Terrace Apartments Project
3. Approval of Resolution 1924 Authorizing the Execution, Acknowledgement and Delivery of Transaction Documents for the Rosewood Terrace Apartments Project

MOTION:

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

Commissioner Humberston: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Abstain.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0-1.

Chair Bernard adjourned as the Housing Authority Board and re-convened as the Board of County Commissioners for the next few items.

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

1. Video Presentation of Clackamas Community College Helps Veterans with Small Businesses

Dylan Blaylock, Public & Government Affairs introduced the video. He introduced Rob Campbell from Clackamas Community College who spoke about the importance of this program and thanked the County for this joint effort.

III. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – asked about Gas Tax money, Road funding, Sunrise to 172nd.

IV. PUBLIC HEARINGS

1. **Board Order No. 2017-123** for Boundary Change Proposal No. CL 17-016 Annexation to Clackamas County Service District No. 1

~Board Discussion~

Chris Storey, County Counsel, Ken Martin, Boundary Change Consultant presented the staff report. Chair Bernard 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 Savas: I move we approve the Board Order for Boundary Change Proposal No. CL 17-016, Annexation to Clackamas County Service District No. 1.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

2. **Board Order No. 2017-124** for Boundary Change Proposal No. CL 17-017 Proposed Withdrawal From Clackamas County Service District No. 1

Chris Storey, County Counsel, Ken Martin, Boundary Change Consultant presented the staff report. Chair Bernard 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 Savas: I move we approve the Board Order for Boundary Change Proposal No. CL 17-017, Proposed Withdrawal from Clackamas County Service District No. 1.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Service District No. 5 Board for the next 9 public hearings.

SERVICE DISTRICT NO. 5 (Street Lighting)

Wendi Coryell, Department of Transportation & Development, presented the following 9 Assessment Areas including a PowerPoint presentation.

3. **Board Order No. 2017-125** Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 03-16, 10-Unit Apartment Building
4. **Board Order No. 2017-126** Forming a 5-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 33-17, Retail Bank Building and Two Tenant Spaces

5. **Board Order No. 2017-127** Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 41-17, Congregate Housing
6. **Board Order No. 2017-128** Forming a Three Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 39-16, Three Lot Partition
7. **Board Order No. 2017-129** Forming a 102-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 27-16, Hidden Falls III 102-Lot Subdivision
8. **Board Order No. 2017-130** Forming a 21-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 05-17, Kings Landing 21-Lot Subdivision
9. **Board Order No. 2017-131** Forming a Two Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 14-17, Two Lot Partition
10. **Board Order No. 2017-132** Forming a 9-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 42-17, Deer Ridge Estates 9-Lot Subdivision
11. **Board Order No. 2017-133** Forming a Three Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 39-17, Three Lot Partition

Chair Bernard opened the public hearing and asked if anyone wished to speak on any of the 9 Assessment Areas, seeing none he closed the public hearing and asked for a motion.

MOTION:

- Commissioner Savas: I move we approve the board orders for the 9 assessment areas within Clackamas County Services District No. 5 as presented today.
- Commissioner Humberston: Second.
all those in favor/opposed:
- Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye - the motion passes 5-0.

Chair Bernard announced the Board will adjourn as the Service District No. 5 Board and reconvene as the Board of County Commissioners for the remainder of the meeting.

V. CONSENT AGENDA

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

MOTION:

- Commissioner Humberston: I move we approve the consent agenda.
Commissioner Savas: Second.
~Board Discussion~
all those in favor/opposed:
- Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval of an Agency Service Contract with Lifeworks NW for Supported Employment Services for Uninsured and Indigent Clackamas County Residents – *Behavioral Health*

2. Approval of Construction Contract Change Order No. 2 with Jim Smith Excavating for the Addie Street Improvements project in Gladstone – *Housing & Community Development*
3. Approval of Amendment to an Intergovernmental Agreement No. 8046 with the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) – *Social Services*

B. Department of Transportation & Development

1. **Board Order No. 2017-134** Adopting Local Delivery Only on Morgan Road (44011)

C. Finance Department

1. **Resolution No. 2017-135** Authorizing Refunding of the County's Full Faith and Credit Obligations, Series 2007 and Series 2009

D. Elected Officials

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

E. Juvenile Department

1. Approval of an Intergovernmental Agreement with the State of Oregon Acting by and through its Oregon Department of Education, Youth Development Division for Juvenile Crime Prevention Funding

F. Community Corrections

1. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Tri-County Metropolitan Transportation for the Bus Pass Program
2. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas Community College to Provide GED Instructional Services
3. Approval of the Justice Reinvestment Grant Agreement, JR-17-003 with the State of Oregon, Criminal Justice Commission for Clackamas County Community Corrections Programs

G. County Counsel

1. Approval of an Intergovernmental Agreement with Clackamas River Water Related to Deferral of System Development Charges for 115th Street Property
2. **Board Order No. 2017-136** Declaring a Local State of Emergency and Declaring Emergency Measures to Address Landslide Issues on Dickey Prairie Road

VI. DEVELOPMENT AGENCY

1. Approval of a Disposition Agreement with Oregon Beverage Recycling Cooperative

VII. WATER ENVIRONMENT SERVICES

(Service District No. 1)

1. Approval of an Intergovernmental Agreement between Water Environment Services and Clean Water Services for Liquid Biosolids Management

2. Approval of the Goods and Services Contract between Clackamas County Service District No. 1 and Valley Landfills, Inc. dba Republic Services for Biosolids and Grit Disposal - *Procurement*
3. Approval of the Goods and Services Contract between Water Environment Services and Valley Landfills, Inc. dba Republic Services for Biosolids and Grit Disposal – *Procurement*
4. Approval of the Goods and Services Contract between Polydyne, Inc. and Water Environment Services for Thickening and Dewatering Polymer - *Procurement*
5. Approval of the Goods and Services Contract between Polydyne, Inc. and Clackamas County Service District No. 1 for Thickening and Dewatering Polymer - *Procurement*

VIII. COUNTY ADMINISTRATOR UPDATE

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

IX. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:45 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, December 7, 2017 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

EXCUSED: Commissioner Paul Savas

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

I. CITIZEN COMMUNICATION

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

1. Rob Reynolds, Oregon City – Introduced himself as a candidate for the 5th Congressional District and spoke on requesting help from Commissioners to save the West Linn Paper Mill and its employees.
2. Kevin Johnson, Gladstone – Spoke regarding clarification of comments from last BCC business meeting and questions on Holcomb property and Pedcor Project
3. Les Poole, Gladstone – Spoke on Housing concerns, condition of the roads and gas taxes.

~Board Discussion~

II. CONSENT AGENDA

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

MOTION:

Commissioner Humberston: I move we approve the consent agenda.

Commissioner Schrader: Second.

~Board Discussion~

Commissioner Fischer asked if Item D.1 had materials available online. Staff confirmed that all materials had been posted online for public and Commissioner review. She also had comments on Item A.3.

Chair Bernard made comments on Item A.1

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Schrader: Aye

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

A. Health, Housing & Human Services

1. Approval of a Sub-recipient Grant Agreement with Clackamas Women's Services for Shelter from Domestic Violence – *Social Services*
2. Approval of 2013-2017 Carryover Report Pertaining to Intergovernmental Agreement No. 148058 with the State of Oregon, Department of Human Services, Seniors and People with Disabilities Division – *Social Services*

3. Approval of an Intra-Agency Agreement with Clackamas County Health Centers Division (CCHCD), for the School Based Health Centers (SBHC) Building Mental Health Services Capacity for Oregon City and Sandy High Schools – *Public Health*
4. Approval of a Sub-recipient Professional Services Agreement with Cascade AIDS Project for HIV Testing and Counseling Services – *Public Health*

B. Department of Transportation & Development

1. Approval of a Public Crossing - At-Grade Crossing Agreement with Union Pacific Railroad Company

C. Elected Officials

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

D. County Counsel

1. Approval of Settlement Agreements with Parametrix, Inc. for the Carver Bridge Litigation

E. Technology Services

1. Approval of a Contract with CDW-G for Procurement of an ExaGrid EX280 System for Backup Storage - *Procurement*

III. DEVELOPMENT AGENCY

1. Approval of a Disposition Agreement with Clackamas Crossing LLC.

IV. WATER ENVIRONMENT SERVICES

(Service District No. 1)

1. Approval of Amendment No. 1 to the Professional Services Contract between Murraysmith, Inc. and Clackamas County Service District No. 1 for Arrah Wanna Pump Station and Hoodland Water Resource Recovery Facility Modernization – *Procurement*

V. COUNTY ADMINISTRATOR UPDATE

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

VI. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 10:57 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, December 14, 2017 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Paul Savas
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Martha Schrader

EXCUSED: Commissioner Jim Bernard, Chair

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Administrator Krupp announced that Chair Bernard is out of town and will not be in attendance today. Commissioner Savas will serve as Chair for today's meeting.

I. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – Spoke on concerns regarding I205 traffic, tolling and Metro.
~Board Discussion~

II. PREVIOUSLY APPROVED LAND USE ISSUE *(No public testimony on this item)*

1. Board Order No. **2017-146** Adopting a Previously Denied Comprehensive Plan Map Amendment and Zone Change Application - *Previously Heard at the November 1, 2017 Land Use Hearing*
Nate Boderman, County Counsel presented the staff report.
~Board Discussion~
Chair Savas asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the Board Order Adopting findings which support a Previously Denied Comprehensive Plan Map Amendment and Zone Change Application as Previously Heard at the November 1, 2017 Land Use Hearing.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Abstain. The motion carries 3-0-1

III. PUBLIC HEARINGS

1. Final Board Order No. **2017-147** for Boundary Change Proposal No. CL 17-017 Proposed Withdrawal From Clackamas County Service District No. 1 *1st hearing was 11-22-17*
Chris Storey, County Counsel & Ken Martin, Boundary Change Consultant, presented the staff report.
Chair Savas opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Schrader: I move we Approve the Board Order for Boundary Change Proposal No. CL 17-017 Proposed Withdrawal from Clackamas County Service District No. 1.

Commissioner Humberston: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Chair Savas: Aye – the Ayes have it, the motion carries 4-0.

2. Resolution No. **2017-148** for a Clackamas County Supplement Budget Greater than 10% and Budget Reduction for Fiscal Year 2017-2018

Diane Padilla, Budget Manager presented the staff report.

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

MOTION:

Commissioner Humberston: I move we approve the Resolution for a Clackamas County Supplemental Budget Great than 10% and Budget Reduction for Fiscal Year 2017-2018.

Commissioner Schrader: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

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

IV. CONSENT AGENDA

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

MOTION:

Commissioner Schrader: I move we approve the consent agenda.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

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

A. Health, Housing & Human Services

1. Approval of a Sub-recipient Grant Agreement with Northwest Housing Alternatives, Inc. for Rent/Mortgage Assistance for Eviction Prevention – *Social Services*

2. Approval of Amendment No. 2 to the Revenue Agreement with FamilyCare Inc., for Partnering with Clackamas County Health Centers for the Group Provider Agreement for Calendar year 2018 – *Health Centers*

B. Finance Department

1. Resolution No. **2017-149** for a Clackamas County Supplemental Budget Less than 10% for Fiscal Year 2017-2018

2. Resolution No. **2017-150** for Clackamas County for Transfer of Appropriations for Fiscal Year 2017-2018

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval to Apply for a Grant Application to Benefit A Safe Place Family Justice Center - *ccso*

D. Business & Community Services

1. Approval of the Ready to Read Grant with the State of Oregon for the Clackamas County Oak Lodge Library
2. Resolution No. **2017-151** for the Designation of the Clackamas Soil and Water Conservation District as Weed Entity

V. ENHANCED LAW ENFORCEMENT DISTRICT

1. Resolution No. **2017-152** for an Enhanced Law Enforcement District Supplemental Budget Less than 10% for Fiscal Year 2017-2018 - *Finance*

VI. LIBRARY SERVICE DISTRICT

1. Resolution No. **2017-153** for the Library Service District for a Supplemental Budget Less than 10% for Fiscal Year 2017-2018 – *Business & Community Services*

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOUNED – 10:47 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 Sheriff's Office

January 11, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Professional Services Intergovernmental Agreement between the Clackamas County Sheriff's Office and Clackamas Community College to Provide Educational Services to Inmates at the Clackamas County Jail

Purpose/Outcome	Clackamas Community College to provide Professional Services: GED class time to individuals in the custody and control of CCSO, Jail Division.
Dollar Amount and Fiscal Impact	The total fiscal year 2018 operating plan is \$10,000.00
Funding Source	CCSO, Jail Budget general fund.
Safety Impact	The funds provide educational services to inmates in Clackamas County Jail custody.
Duration	Effective upon signature - June 26, 2017 to June 15, 2018.
Previous Board Action/Review	Agreement has been consistently approved each fiscal year.
Contact Person	Nancy Artmann, Sheriff's Finance Manager – Office (503) 785-5012
Contract No.	N/A

BACKGROUND:

The Clackamas County Jail currently provides Educational (GED) courses to inmates. We have been in contract with Clackamas Community College for these services for many years.

RECOMMENDATION:

Staff recommends the Board approve this Intergovernmental Agreement with Clackamas Community College. This Contract has been reviewed as to form by County Counsel.

Respectfully submitted,

Craig Roberts,
Sheriff

INTERGOVERNMENTAL AGREEMENT FOR EDUCATIONAL SERVICES AND SKILLS DEVELOPMENT

This agreement is entered into this 29th day of June 2017, by and between Clackamas Community College, hereinafter referred to as the "College" and Clackamas County, by and through the Clackamas County Sheriff's Office hereinafter referred to as "CCSO".

Whereas, both the College and CCSO desire to jointly plan, promote, and sponsor programs for inmates in the Clackamas County Jail and, whereas, CCSO desires to engage the College to render specific educational services. Therefore, in consideration of the sum of \$10,000 to be paid by CCSO, the College agrees to offer the following professional services: GED courses in the Clackamas County Jail four days per week each term, for four terms, which will total 304 instructional hours during the period June 26th, 2017 through June 15th, 2018. Costs associated with the delivery of services are directly related to hourly wage, plus taxes and benefits, for instructor during the contract period.

In addition, the College and CCSO agree as follows:

- A. **The College will:** 1. Recruit and hire qualified instructor(s). 2. Provide general liability and Worker's Compensation insurance coverage for instructor(s). 3. Confirm a class schedule that is mutually agreeable to both parties hereto prior to the start of each term.
- B. **CCSO will:** 1. Provide appropriate classroom facilities within the Clackamas County Jail. 2. Appoint a liaison to work with the College to carry out the obligations of this agreement. 3. Inform the College, in a timely manner, of any changes or conflicts with regularly scheduled classes. 4. Assist with student registration according to College policies and procedures.
- C. **The College will:** 1. Bill CCSO in writing for educational services rendered each term. 2. Bill CCSO in writing for GED2014 @ fees associated with individual testing needs during contract period. 3. CCSO payment to the College will be due within thirty (30) days of receipt of written bills or invoices. Bills or invoices not paid within 30 days will incur a \$15 service charge.
- D. If CCSO wishes to cancel this agreement for any reason it may do so by providing written notice that shall be effective immediately upon delivery to College. In the event of cancellation of this agreement the College may bill CCSO for all instructional costs incurred prior to delivery of written notice of cancellation, to be determined at the time of cancellation by the College.

- E. The College is subject to Americans with Disabilities Act (ADA). By signing this agreement CCSO agrees to work with the College in addressing any accommodation requirements made by program participants as required under ADA.
- F. Subject to the applicable limitations of the Oregon Tort Claims Act and the Oregon Constitution, each party hereto agrees to indemnify, defend and hold harmless the other party and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable to acts or omissions of the party and its officers, agents and employees, in performance of this agreement.

COLLEGE

CCSO

 sonals 11-27-18
 VP of College Services Date

 Name

 Clerk/Deputy Clerk Date

 Authorized by: Date
 Jim Bernard, Chair
 Clackamas County Board of Commissioners



CRAIG ROBERTS, Sheriff

Clackamas County Sheriff's Office

January 11, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the Clackamas County Sheriff's Office and Clackamas Community College to Provide Educational Services to Inmates at the Clackamas County Jail

Purpose/Outcome	Clackamas Community College to provide GED class time to individuals in the custody and control of CCSO, Jail Division.
Dollar Amount and Fiscal Impact	The total fiscal year 2018 operating plan is \$2,750.00
Funding Source	CCSO, Jail Budget general fund.
Safety Impact	The funds provide educational services to inmates in Clackamas County Jail custody.
Duration	Effective upon signature - June 26, 2017 to June 15, 2018.
Previous Board Action/Review	Agreement has been consistently approved each fiscal year.
Contact Person	Nancy Artmann, Sheriff's Finance Manager – Office (503) 785-5012
Contract No.	N/A

BACKGROUND:

The Clackamas County Jail currently provides Educational (GED) courses to inmates. We have been in contract with Clackamas Community College for these services for many years.

RECOMMENDATION:

Staff recommends the Board approve this Intergovernmental Agreement with Clackamas Community College. This Contract has been reviewed as to form by County Counsel.

Respectfully submitted,

Craig Roberts,
Sheriff

INTERGOVERNMENTAL AGREEMENT FOR EDUCATIONAL SERVICES AND SKILLS DEVELOPMENT

This agreement is entered into this 26th day of June 2017, by and between Clackamas Community College, hereinafter referred to as the "College" and Clackamas County, by and through the Clackamas County Sheriff's Office hereinafter referred to as "CCSO".

Whereas, both the College and CCSO desire to jointly plan, promote, and sponsor programs for inmates in the Clackamas County Jail and, whereas, CCSO desires to engage the College to render specific educational services. Therefore, in consideration of the sum of \$2750, to be paid by CCSO, the College agrees to offer the following professional services: classroom support by a qualified Teaching Assistant during GED class time in the Clackamas County Jail from June 26th, 2017 through June 15th, 2018. Costs associated with the delivery of services are directly related to hourly wage of teaching assistant who is present during class time for a total of 304 instructional hours during contract period.

In addition, the College and CCSO agree as follows:

- A. **The College will:** 1. Recruit and hire qualified teaching assistant(s). 2. Provide general liability and Worker's Compensation insurance coverage for all teaching assistant(s). 3. Confirm a class schedule that is mutually agreeable to both parties hereto prior to the start of each term.
- B. **CCSO will:** 1. Provide appropriate classroom facilities within the Clackamas County Jail. 2. Appoint a liaison to work with the College to carry out the obligations of this agreement. 3. Inform the College, in a timely manner, of any changes or conflicts with regularly scheduled classes. 4. Assist with student registration according to College policies and procedures.
- C. **The College will:** 1. Bill CCSO in writing for educational services rendered each term. 2. CCSO payment to the College will be due within thirty (30) days of receipt of written bills or invoices. Bills or invoices not paid within 30 days will incur a \$15 service charge.
- D. If CCSO wishes to cancel this agreement for any reason, it may do so by providing written notice that shall be effective immediately upon delivery to College. In the event of cancellation of this agreement the College may bill CCSO for all instructional costs incurred prior to delivery of written notice of cancellation, to be determined at the time of cancellation by the College.

- E. The College is subject to Americans with Disabilities Act (ADA). By signing this agreement CCSO agrees to work with the College in addressing any accommodation requirements made by program participants as required under ADA.
- F. Subject to the applicable limitations of the Oregon Tort Claims Act and the Oregon Constitution, each party hereto agrees to indemnify, defend and hold harmless the other party and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable to acts or omissions of the party and its officers, agents and employees, in performance of this agreement.

COLLEGE

CCSO

 11-27-17

VP of College Services Date

Name

Clerk/Deputy Clerk Date

Authorized by: Date
Jim Bernard, Chair
Clackamas County Board of Commissioners



Clackamas County Sheriff's Office

January 11, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the Clackamas County Sheriff's Office and Clackamas Community College to Provide Life Skills and Parenting Courses to Inmates at the Clackamas County Jail

Purpose/Outcome	Clackamas Community College to provide Life Skills & Parenting courses to individuals in the custody and control of CCSO, Jail Division.
Dollar Amount and Fiscal Impact	The total fiscal year 2018 operating plan is \$5,250.00
Funding Source	CCSO, Jail Budget general fund.
Safety Impact	The funds provide educational services to inmates in Clackamas County Jail custody.
Duration	Effective upon signature - June 26, 2017 to June 15, 2018.
Previous Board Action/Review	Agreement has been consistently approved each fiscal year.
Contact Person	Nancy Artmann, Sheriff's Finance Manager – Office (503) 785-5012
Contract No.	N/A

BACKGROUND:

The Clackamas County Jail currently provides Educational and Life Skills courses to inmates. We have been in contract with Clackamas Community College for these services for many years.

RECOMMENDATION:

Staff recommends the Board approve this Intergovernmental Agreement with Clackamas Community College. This Contract has been reviewed as to form by County Counsel.

Respectfully submitted,

Craig Roberts,
Sheriff

INTERGOVERNMENTAL AGREEMENT FOR EDUCATIONAL SERVICES AND SKILLS DEVELOPMENT

This agreement is entered into this 29th day of June 2017, by and between Clackamas Community College, hereinafter referred to as the "College" and Clackamas County, by and through the Clackamas County Sheriff's Office hereinafter referred to as "CCSO".

Whereas, both the College and CCSO desire to jointly plan, promote, and sponsor programs for inmates in the Clackamas County Jail and, whereas, CCSO desires to engage the College to render specific educational services. Therefore, in consideration of the sum of \$5,250, to be paid by CCSO, the College agrees to offer the following professional services: Life Skills and Parenting courses in the Clackamas County Jail four days per week each term, for four terms, which will total 152 instructional hours during the period June 26th, 2017 through June 15th, 2018. Costs associated with the delivery of services are directly related to hourly wage, plus taxes and benefits, for instructor during the contract period.

In addition, the College and CCSO agree as follows:

- A. **The College will:** 1. Recruit and hire qualified instructor(s). 2. Provide general liability and Worker's Compensation insurance coverage for instructor(s). 3. Confirm a class schedule that is mutually agreeable to both parties hereto prior to the start of each term.
- B. **CCSO will:** 1. Provide appropriate classroom facilities within the Clackamas County Jail. 2. Appoint a liaison to work with the College to carry out the obligations of this agreement. 3. Inform the College, in a timely manner, of any changes or conflicts with regularly scheduled classes. 4. Assist with student registration according to College policies and procedures.
- C. **The College will:** 1. Bill CCSO in writing for educational services rendered each term. 2. CCSO payment to the College will be due within thirty (30) days of receipt of written bills or invoices. Bills or invoices not paid within 30 days will incur a \$15 service charge.
- D. If CCSO wishes to cancel this agreement for any reason it may do so by providing written notice that is effective immediately upon delivery to College. In the event of cancellation of this agreement the College may bill CCSO for all instructional costs incurred prior to written notice of cancellation, to be determined at the time of cancellation by the College.

- E. The College is subject to Americans with Disabilities Act (ADA). By signing this agreement CCSO agrees to work with the College in addressing any accommodation requirements made by program participants as required under ADA.
- F. Subject to the applicable limitations of the Oregon Tort Claims Act and the Oregon Constitution, each party hereto agrees to indemnify, defend and hold harmless the other party and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable to acts or omissions of the party and its officers, agents and employees, in performance of this agreement.

COLLEGE

CCSO

 11-27-17
VP of College Services Date

Name

Clerk/Deputy Clerk Date

Authorized by: Date
Jim Bernard, Chair
Clackamas County Board of Commissioners



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

January 11, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Stephen L. Madkour
 County Counsel

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

Approval of an Escrow Agreement with Pedcor Development Associates, LLC, Pedcor Investments-2016-CLV, LP and First American Title Insurance Company Related to the Rosewood Station Development Permits

Purpose/Outcomes	Approve and execute the attached escrow agreement
Dollar Amount and Fiscal Impact	None identified
Funding Source	N/A
Duration	To expire upon closing or August 1, 2018, whichever is sooner
Previous Board Action	The Board of County Commissioners ("Board" or "BCC") has been briefed on this project numerous times, including study sessions on March 28, September 19, October 3, and October 31, 2017. On November 22, 2017, the Board, sitting as the Housing Authority, approved issuance of revenue bonds to support the project and the execution and delivery of the transaction documents.
Strategic Plan Alignment	Build public trust through good government.
Contact Person	Nate Boderman, 503-655-8364
Contract No.	None

BACKGROUND:

The Rosewood Terrace Apartments are a 212 unit multi-family affordable housing project located at 8810 and 8850 Otty Rd. Pedcor Development Associates, LLC is the developer of the project, and Pedcor Investments-2016-CLV, Limited Partnership is the owner.

The owner and developer will be receiving funds from the U.S. Department of Housing and Urban Development ("HUD") to assist with construction of the project, which includes the costs associated with the applicable development fees and charges. The development fees and charges associated with this project will be \$3,002,008.03. HUD requires a copy of all final permits to be submitted at, or prior to, the closing of the HUD financing. To accommodate HUD's requirements, and to ensure that the permits will have no force or effect until Clackamas County has received the applicable development fees and charges, the parties wish to enter into an agreement whereby the development fees and charges, and the final permits are deposited into escrow to be distributed to the parties at closing according to the terms of the

agreement. First American Title Insurance Company has agreed to act as escrow agent for this transaction. The closing of the HUD funds is anticipated to occur on February 1, 2018.

The attached escrow agreement has been executed by Pedcor Development Associates, LLC, Pedcor Investments-2016-CLV, LP, and First American Title Insurance Company.

RECOMMENDATION:

Staff respectfully recommends that the Board approve and execute the escrow agreement.

Respectfully submitted,



Nate Boderman
Assistant County Counsel

**ESCROW AGREEMENT BETWEEN CLACKAMAS COUNTY, PEDCOR
DEVELOPMENT ASSOCIATES, LLC, PEDCOR INVESTMENTS-2016-CLV LIMITED
PARTNERSHIP AND FIRST AMERICAN TITLE INSURANCE COMPANY RELATED
TO THE ROSEWOOD STATION DEVELOPMENT PERMITS**

THIS AGREEMENT (this "Agreement") is entered into by and between Clackamas County, acting through its Department of Transportation and Development ("County"), a corporate body politic, Pedcor Development Associates, LLC, ("Developer"), an Indiana limited liability company, Pedcor Investments-2016-CLV, Limited Partnership ("Owner"), an Oregon limited partnership, and First American Title Insurance Company, ("Escrow Agent"), collectively referred to as the "Parties" and each a "Party."

RECITALS

WHEREAS, the undersigned Parties (hereinafter sometimes referred to as the "Party" or "Parties") desire to deposit certain funds and certain County development permits (collectively, as more particularly identified in Section 2 below, the "Permits") with the Escrow Agent in connection with the closing and funding by the U.S. Department of Housing and Urban Development ("HUD") of certain funds ("HUD Funds") to finance the purchase and development of certain real property being described as follows:

For legal description of premises, see Exhibit "A" attached hereto and by reference incorporated herein.

WHEREAS, it is a requirement of HUD to receive a copy of all final Permits at or prior to the closing of the HUD financing and prior to release of any HUD Funds;

WHEREAS, the County will not consent to the release of the Permits to HUD prior to the receipt by Escrow Agent of funds in the amount of Three Million Two Thousand Eighty-Eight and 93/100 Dollars (\$3,002,088.93) (the "Permit Fees") being received by Escrow Agent by, or on account of, Developer;

WHEREAS, Owner has agreed to place certain funds ("Escrow Funds") equal to or in excess of the Permit fees into escrow with the Escrow Agent prior to the closing of the HUD financing; and

WHEREAS, the County has agreed to place the Permits into escrow with the Escrow Agent, to be released and distributed to Developer at the same time as the portion of the Escrow Funds necessary for the payment of the balance of the Permits Fees owing are released and disbursed to the County, as provided in this Escrow Agreement;

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

1. In connection with the closing of the HUD Funds, which is anticipated to occur on February 1, 2018 (the "Closing"), Owner will deposit certain funds with Escrow Agent, which funds shall exceed the amount of funds necessary to pay for the Permits (hereinafter referred to as "Escrow Funds"). As of the Closing, the Escrow Funds shall be disbursed by Escrow Agent in accordance with a settlement statement prepared by Escrow Agent and approved by the County, Owner and U.S. Bancorp Community Development Corporation ("Owner's Investor"). At Closing, a portion of the Escrow Funds shall be disbursed, in accordance with the settlement statement, to the County in payment of the Permits in an amount equal to the

Permit Fees. Interest or other gain realized on the Escrow Funds, if any, will accrue to Owner's account.

2. County hereby delivers into escrow with Escrow Agent the following Permits, to be released and delivered to Developer in accordance with the terms of this Escrow Agreement:

Building 1	B0048317
Building 2	B0048417
Building 3	B0048517
Building 4	B0048617
Building 5A	B0048717
Building 5B	B0048817
Development Permit	SC000117
WES	1200C PERMIT

3. The Escrow Agent shall disburse the Escrow Funds and release and deliver the Permits to Developer as follows:

- 3.1 Escrow Agent shall memorialize the receipt of the Escrow Funds from Owner and the disbursement of the Permit Fees to the County on the settlement statement made in preparation for the Closing.

- 3.2 Upon Escrow Agent's receipt of the Escrow Funds and the Permits, Escrow Agent shall only be permitted to deliver a *copy* of such Permits to HUD prior to the Closing in satisfaction of HUD's pre-closing requirements. Owner and Developer hereby acknowledge and agree that until such time as the Permit Fees are delivered to the County: (1) such Permits are neither valid nor binding and shall have no force or effect for Developer and/or Owner, and (2) County may issue a stop work order if Developer or Owner attempts to exercise the Permits. As of the Closing, and per Section 3.3 below, Escrow Agent shall disburse that portion of the Escrow Funds equal to the Permit Fees to the County and shall subsequently deliver the *original* Permits to Developer.

- 3.3 Upon the written direction and authority from Owner in connection with the Closing, Escrow Agent shall disburse that portion of the Escrow Funds equal to the Permit Fees to the County and shall deliver the Permits to Developer.

- 3.4 If Closing does not occur by August 1, 2018, the Escrow Agent shall immediately deliver the Escrow Funds to the Owner and shall immediately deliver the Permits to the County.

- 3.5 Escrow Agent shall follow any joint written instructions concerning the Escrow Funds and Permits from the Parties or any instruction, order or entry from a court of competent jurisdiction.

- 3.6 In the event of a dispute between the Parties as to the disposition of the Escrow Funds or the Permits, Escrow Agent shall be entitled to either interplead the Escrow Funds pursuant to Paragraph 11 below; escheat the funds to the State of Oregon; return the Escrow Funds and Permits pursuant to Paragraph 3.4 above; or continue to hold the Escrow Funds and

Permits and wait for written instruction from the Parties, which choice is at Escrow Agent's sole and absolute discretion.

4. The Escrow Agent shall hold the Escrow Funds in a "non-interest-bearing" escrow account. The escrow fee to Escrow Agent is \$250.00 and Owner shall be responsible for payment of such fee to Escrow Agent for its services related to the escrow and release and disbursement of the Permits and Escrow Funds, regardless of whether the transaction closes (but which at Escrow Agent's election may be waived upon closing) plus \$50.00 per disbursement to the applicable Party, unless otherwise agreed to in writing. Additionally, Owner shall pay Escrow Agent \$150.00 if any money is held in Escrow post-closing. Any such unpaid monies shall be deducted from the Escrow Funds prior to disbursement, return or court deposit.
5. Any notice to be given shall be sent by U. S. Certified Mail, return receipt requested, or to the email below:

As to County: Clackamas County
Address: Attn.: Nate Boderman
2051 Kaen Rd.
Oregon City, OR 97045
Email: nboderman@clackamas.us

As to Developer: Pedcor Development Associates, LLC
Address: One Pedcor Square
770 3rd Avenue S.W.
Carmel, IN 46032
Email: _tgcrowe@pedcor.net

As to Owner: Pedcor Investments-2016-CLV, Limited Partnership
Address: One Pedcor Square
770 3rd Avenue S.W.
Carmel, IN 46032
Attention: Thomas G. Crowe
Email: _tgcrowe@pedcor.net

As to Escrow Agent: First American Title Insurance Company
Attention: Monica Chavez ____
211 N. Pennsylvania St., Suite 1250
Indianapolis, IN 46204
Email: mochavez@firstam.com

Any Party may change the address or email to which notices are to be addressed by sending written notice to the other respective Parties pursuant to this Paragraph by U. S. Certified Mail, return receipt requested, or to the email designated above.

6. The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Escrow Agreement, and the Escrow Agent shall not be liable except for the performance of the duties and obligations specifically set forth in this Escrow Agreement.
7. The Parties hereto, jointly and severally, hereby agree to release, hold harmless and indemnify the Escrow Agent from and against any and all liability, cost or expense of defending any claim

or liability arising out of or relating to this Escrow Agreement, including, without limitation, reasonable attorney fees and court costs incurred by it in connection with any arbitration, court action or interpleader, absent a finding by a court of competent jurisdiction of gross negligence or willful misconduct of the Escrow Agent. Escrow Agent shall have no liability in the event of any failure, insolvency, or inability of their financial institution or depository bank to pay the Escrow Funds, or any accrued interest thereon, upon demand for withdrawal. Escrow Agent shall not be responsible for levies by taxing authorities based upon the taxpayer identification number used to establish any interest-bearing account. This Escrow Agreement shall survive disbursement of the Escrow Funds, the return of Escrow Funds, or delivery of the Escrow Funds into court.

8. The Parties acknowledge that the Escrow Agent assumes no responsibility whatsoever for bank holidays, bank failure, insolvency, inability of their financial institution/depository bank to disburse the Escrow Funds plus accrued interest, if any, due to bank or governmental regulation or delay in transfer of funds through the federal wire system and further acknowledge that Federal Deposit Insurance Corporation ("FDIC") coverage applies up to a specified maximum amount for each individual depositor including all of depositor's accounts at the same or related institution, and that Escrow Agent assumes no responsibility for, nor will it be held liable for any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed the amount insured by the FDIC. The financial institution/depository bank Escrow Agent uses for the escrow of the Escrow Funds is First American Trust, FSB and Developer has made its own independent investigation of such financial institution, the depositing banking institution which will hold the Escrow Funds.
9. The undersigned Parties hereto certify and acknowledge that they are aware that the FDIC coverage applies only to the cumulative maximum amount of \$250,000.00 for each individual depositor, for all of depositor's accounts at the same or related institution. The Parties further acknowledge and understand that certain banking instruments such as, but not limited to, repurchase agreements and letters of credit, are not covered by FDIC insurance. Escrow Agent assumes no responsibility for, nor will it be held liable for any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed \$ 250,000.00, that the excess amount is not insured by the FDIC or that FDIC insurance is not available on certain types of bank instruments.
10. In the event that the Escrow Agent has not been given written instructions to disburse the Escrow Funds on or before March 1, 2018, then Escrow Agent shall make inquiry of the Parties as to the disposition of the Escrow Funds. Unless disposition of the Escrow Funds is agreed upon in writing at that time by both Parties, Escrow Agent may be entitled to either escheat or interplead the Escrow Funds pursuant to Paragraph 11 below, or continue to hold the Escrow Funds and wait for written instructions from the Parties, which choice is at Escrow Agent's sole and absolute discretion. Additionally, Escrow Agent shall be entitled to a reasonable annual maintenance fee, which will be payable by the Owner and deducted from the Escrow Funds.
11. In the event any demand is made upon Escrow Agent concerning this Escrow Agreement or the Escrow Funds, or at any time, for any cause, or for no cause, Escrow Agent, at its election and in its sole and absolute discretion, may cause the Escrow Funds to be delivered to a court of competent jurisdiction to determine the rights of the Parties, or to interplead the Escrow Funds by an action brought in any such court. Deposit by Escrow Agent into such court of the Escrow Funds, or escheat of funds to the State of Oregon, shall relieve Escrow Agent of all further

liability and responsibility in connection with this Escrow Agreement and the Escrow Funds. The non-prevailing Party in any court proceeding will indemnify Escrow Agent for all of its losses, costs, damages, expenses and attorney fees that are in any way related to any court proceeding concerning the Escrow Funds, and if the non-prevailing Party is the Party who deposited or is entitled to receive the Escrow Funds, Escrow Agent is entitled to deduct its losses, costs, damages, expenses and attorney fees from the Escrow Funds.

12. This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
13. The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
14. Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
15. The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Escrow Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
16. 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.
17. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
18. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the subject matter described herein. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind the Parties unless in writing and signed by the affected Party with all necessary approvals having been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of any Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
19. With the exception of any relationship between the Owner and the Developer, no representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the

extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

20. No Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the Parties specifically identified herein.
21. No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Parties, which consent may not be unreasonably withheld. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
22. This Escrow Agreement may be executed in any number of counterparts and shall be binding on the parties notwithstanding that not all parties have signed the same counterpart. A faxed or scanned and emailed copy of an executed counterpart (with originals to be sent to the Escrow Agent by ordinary mail) shall be binding on all parties.
23. Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
24. Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Escrow Agreement to be executed and it shall become effective on the date all required signatures are obtained.

[Signatures on Following Page]

DEVELOPER

PEDCOR DEVELOPMENT ASSOCIATES

By: Pedcor Investments, A Limited Liability Company

By: [Signature];
Thomas G. Crowe, Executive Vice President

Date: 12/15/17

OWNER

PEDCOR INVESTMENTS-2016-CLV, LIMITED PARTNERSHIP

By: Rosewood Station Housing Company, LLC
Its General Partner

By: Pedcor Investments, A Limited Liability Company
Its Manager

By: [Signature]
Thomas G. Crowe, Executive Vice President

Date: _____

COUNTY

By: _____
Name: _____

Title: _____

Date: _____

ESCROW AGENT

~~First American~~ Title Insurance Company

By: [Signature]
Name: _____

Title: Nat'l Acct Manager

Date: 12/18/2017

Exhibit "A"

Real property in the County of Clackamas , State of Oregon, described as follows:

A TRACT OF LAND LOCATED IN SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED AS PARCEL 2, IN DEED DOCUMENT NO. 2016-089350, CLACKAMAS COUNTY DEED RECORDS, THENCE ALONG THE WESTERLY LINE OF SAID DEED DOCUMENT, NORTH 01°02'02" WEST, 640.18 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SE OTTY ROAD, BEING 20.00 FEET FROM THE CENTERLINE THEREOF; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 89°02'10" EAST, 83.97 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE, BEING A POINT OF INTERSECTION WITH THAT RIGHT OF WAY DEDICATION RECORDED AS DEED DOCUMENT NO. 72-12686, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID DEDICATION DEED AND THE SOUTHERLY LINE OF THAT DEDICATION RECORDED AS DOCUMENT NO. 71-30200, CLACKAMAS COUNTY DEED RECORDS, SOUTH 80°48'03" EAST, 220.30 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 205, AS DEDICATED IN DEED DOCUMENT NO. 71-30200, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 13°43'46" EAST, 372.73 FEET TO THE SOUTHERLY LINE OF SAID DEED DOCUMENT NO. 2016-089350; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°03'17" WEST, 473.86 FEET TO THE POINT OF BEGINNING.



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

January 11, 2018

Stephen L. Madkour
 County Counsel

Board of County Commissioners
 Clackamas County

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

Members of the Board:

Intergovernmental Agreement Between
 Multnomah and Clackamas Counties

Purpose/Outcomes	To retain on an hourly, fully-loaded cost basis Multnomah County Senior Assistant Attorney to advise on construction contract and design defect litigation.
Dollar Amount and Fiscal Impact	Hourly rate of \$76.57, not to exceed \$50,000 in a 12-month period
Funding Source	Development Agency – Bell Avenue Improvement Project
Duration	One year unless extended
Previous Board Action	There has been no previous formal board action on this matter
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Grow a vibrant economy • Build a strong infrastructure • Ensure safe, healthy and secure communities
Contact Person	Stephen L. Madkour, County Counsel

BACKGROUND:

In 2014, the Development Agency hired OTAK Engineers to design the Bell Avenue road improvement project. The contract and its 5 amendments totaled approximately \$430,000. The stretch of Bell Avenue is approximately one mile long between King Road and Johnson Creek Boulevard. It runs north-south parallel to 82nd Avenue and is within the Clackamas Town Center Urban Renewal District.

The project went over budget as a result of what the Development Agency contends are design defects. As a result, in June 2017, the Development Agency made a demand on OTAK for \$494,000. The parties have participated in one mediation session and anticipate future efforts.

The Office of County Counsel does not have on its team a subject matter expert experienced in construction contract and design defect litigation. County Counsel recommends that the Development Agency's claim would benefit from the advice and guidance of such an expert.

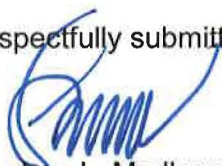
The Multnomah County Attorney's Office does have such an expert and has agreed to offer that attorney to consult with the Development Agency's on an as-needed basis.

The proposed arrangement is memorialized by way of the attached IGA. The hourly rate for Senior Assistant County Attorney Nick Baldwin-Sayre is \$76.57, which is significantly less than prevailing private practice market rates. We do not expect the costs over the 12-month time period to exceed \$50,000. This model of sharing professional resources between counties was successfully used between Clackamas and Multnomah Counties when they collaborated on the sharing of Multnomah's HIPAA compliance expert. The result was a model of efficiencies, shared expertise, and cost effectiveness.

RECOMMENDATION:

County Counsel and the Development Agency respectfully recommend that the Board of County Commissioners approve the attached IGA with Multnomah County for the sharing of legal services and authorize County Counsel to serve as the Board's designee if fulfilling the terms of the IGA.

Respectfully submitted,



Stephen L. Madkour
County Counsel

Attachments

INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH AND CLACKAMAS COUNTIES

This Agreement is entered into, by and between, Clackamas County, a political subdivision of the State of Oregon, and Multnomah County, a political subdivision of the State of Oregon.

WHEREAS, ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: January 15, 2018, or upon final signature, whichever is later.

The expiration date is January 1, 2019; unless otherwise amended.

- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- 4) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 5) This Agreement may be terminated, with or without cause and at any time, by a party by providing 30 days written notice of intent to the other party(s).
- 6) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 7) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

- 8) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to the work performed under this Agreement.
- 9) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
- 10) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 11) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

MULTNOMAH COUNTY:

Deborah Kafoury, County Chair

Date

Reviewed and Approved:

Jenny M. Madkour
County Attorney

CLACKAMAS COUNTY:

Jim Bernard, Chair

Date

Reviewed and Approved:

Stephen L. Madkour
County Counsel

ATTACHMENT A

1. Purpose:

To provide Clackamas County and its Development Agency with legal advice and expertise in construction and professional design services contracts, defects, and design litigation.

2. Statement of Work:

A. Multnomah County responsibilities:

Clackamas County may consult with Multnomah County, through its Senior Assistant County Attorney Nick Baldwin-Sayre with respect to Clackamas County's and the Development Agency's legal rights, responsibilities, and liabilities with respect to the Bell Avenue Improvement Project, and claims by and against Tapani construction, and/or OTAK, Inc. engineers.

Multnomah County may be made available for consultation in person, by telephone and by email, and may periodically or as needed be physically present at Clackamas County offices.

B. Clackamas County responsibilities:

Clackamas County and its Development Agency shall pay Multnomah County for consulting services as described in the Payment Terms.

3. Payment Terms:

Clackamas County agrees to pay for the services of Multnomah County. The hourly billing rate is \$76.57, which is the fully-loaded hourly rate of Senior Assistant County Attorney Nick Baldwin-Sayre. Both parties understand that Multnomah County may request that this Agreement be amended to increase or decrease the compensation amount annually if costs are higher or lower than anticipated at the agreement commencement. Multnomah County will invoice Clackamas County Office of County Counsel quarterly. Payments will be due 30 days after invoice.

Invoice Mailing Address:

Clackamas County Counsel
2051 Kaen Road, Suite 254
Oregon City, OR 97045

Payment Mailing Address:

Multnomah County Attorney
501 SE Hawthorne Blvd., Suite 500
Portland, OR 97214