

# AGENDA

**Thursday October 5, 2017 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2017-114

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

1. Recognition of Educational and Child Care Facilities which have Attained 100% Immunization Rates – (Lindsey Butler, Health, Housing & Human Services)

**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. 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. 1 to Subrecipient Grant Agreement 17-027 with Folk-Time, Inc. for Peer-Directed Mental Health Support Services in Clackamas County – *Behavioral Health*
2. Approval of Amendment No. 1 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County – *Public Health*

**B. Department of Transportation & Development**

1. Approval to Apply for the Local Bridge Program Grant through the Oregon Department of Transportation
2. Approval of a Contract with HDR Engineering, Inc. for Design Engineering Services for the Boardman Creek Fish Habitat Restoration Project - *Procurement*

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of the Clackamas County Investment Policy – *Treasurer*

**D. Department of Disaster Management**

1. Approval of Amendment No. 4 to Subrecipient Grant Agreement 16-023 with the Department of Forestry, North Cascades District for Fire Prevention Coordination
2. Approval of an Intergovernmental Funding Agreement with Oregon State Police, Office of State Fire Marshal

**E. Business & Community Services**

1. Approval of a Contract Amendment with Mackenzie Engineering, Inc., dba Mackenzie for Clackamas County Employment Lands Assessment Program - *Procurement*

**IV. COUNTY ADMINISTRATOR UPDATE**

**V. 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](http://www.clackamas.us/bcc/business.html)**

October 5, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Recognition of Educational and Child Care Facilities which have  
Attained 100% Immunization Rates

<b>Purpose/Outcomes</b>	Recognize schools and child care facilities in Clackamas County which have 100% of their children immunized with all required vaccines.
<b>Fiscal Impact</b>	<ul style="list-style-type: none"> <li>Schools with high immunization rates have a much lower rate of disease outbreaks which can be prevented by vaccines. Lower number of disease outbreaks save staff time in investigations, community outreach and immunization clinics during outbreaks.</li> </ul>
<b>Funding Source</b>	N/A
<b>Duration</b>	Statistics are gathered annually between January and March. They are then compiled and analyzed through May. Congratulatory letters are mailed out when school starts up in September.
<b>Previous Action</b>	This is the first time these facilities have been recognized.
<b>Strategic Plan Alliance</b>	<ul style="list-style-type: none"> <li>100% of immunization school exclusion targets met</li> <li>Ensure safe, healthy and secure communities</li> </ul>
<b>Contact Person</b>	Lindsey Butler, Public Health Program Manager, 503-742-5982

**BACKGROUND**

The Public Health Division of the Health, Housing, and Human Services Department presents to you “Recognition of Educational and Child Care Facilities which have Attained 100% Immunization Rates.” State law requires that every child who attends every school and certified child care and center in Clackamas County have certain immunizations. These laws assist in preventing disease outbreaks among some of our most vulnerable populations.

The facilities are responsible for keeping track of their students’ immunization records, and ensuring they are up-to-date. Every year in January, an immunization report is sent from over 300 facilities to the Clackamas County Public Health Immunization Program. The immunization reports are reviewed, and any children who are not up-to-date on their immunizations are sent an exclusion letter. If the family does not update the child’s immunization by a pre-identified date in February, that child is excluded from attending their school/child care until they receive the immunizations. By state law, parents are allowed to claim either a medical or non-medical exemption, so it takes much hard work and education by facility officials to maintain a high rate of immunizations.

It is important to keep immunization rates high, not only to prevent disease outbreaks, but to protect those children who are unable to receive immunizations due to diseases such as cancer.

In the United States, vaccines given to infants and young children over the past two decades will prevent 322 million illness, 21 million hospitalizations and 732,000 deaths over the course of their lifetimes, according to a report from the Centers for Disease control and Prevention.

Vaccines have not only saved millions of lives, they also save money.

Vaccines also will have saved \$295 billion in direct costs, such as medical expenses, and a total of more than \$1.3 trillion in societal costs over that time, because children who were spared from sometimes devastating illnesses will be able to contribute to society, the report shows.

Before the measles vaccine became available in 1963, the virus infected about 500,000 Americans a year, causing 500 deaths and 48,000 hospitalizations. In recent years, the number of diagnoses fell to around 60 to 65, mostly in isolated travelers arriving in the USA.

Please join the Public Health Division in honoring the schools and child care facilities who have attained a 100% immunization rate!

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services



# Outstanding Partners in Prevention

**Clackamas County Public Health Division  
honors schools and facilities with  
100% immunization rates**

# Public Health Immunization Program

- Population Health
- Evidence-based
- School Law and Local Culture

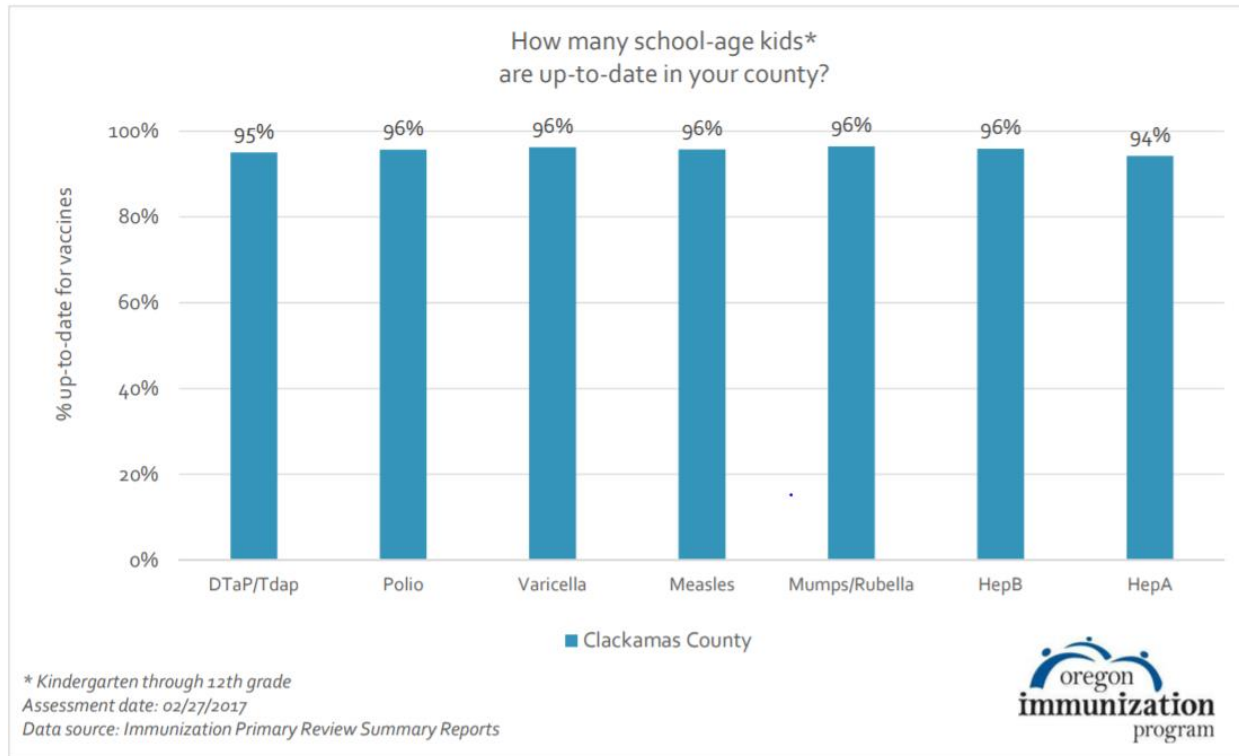


# Keeping Children Safe

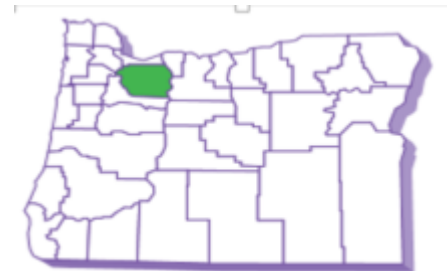
- Prevention
  - 600,000 students in OR (1,800+ schools)
  - Decreasing vaccine-preventable diseases
- Protection
  - Vulnerable populations
- Fiscal impact
  - \$9.9 billion / \$33.4 billion
- Federal Programs
  - Vaccines for Children (VFC)
  - Women Infants and Children (WIC)
  - Academia



# Clackamas County 2017 Immunization Rates



**96%**





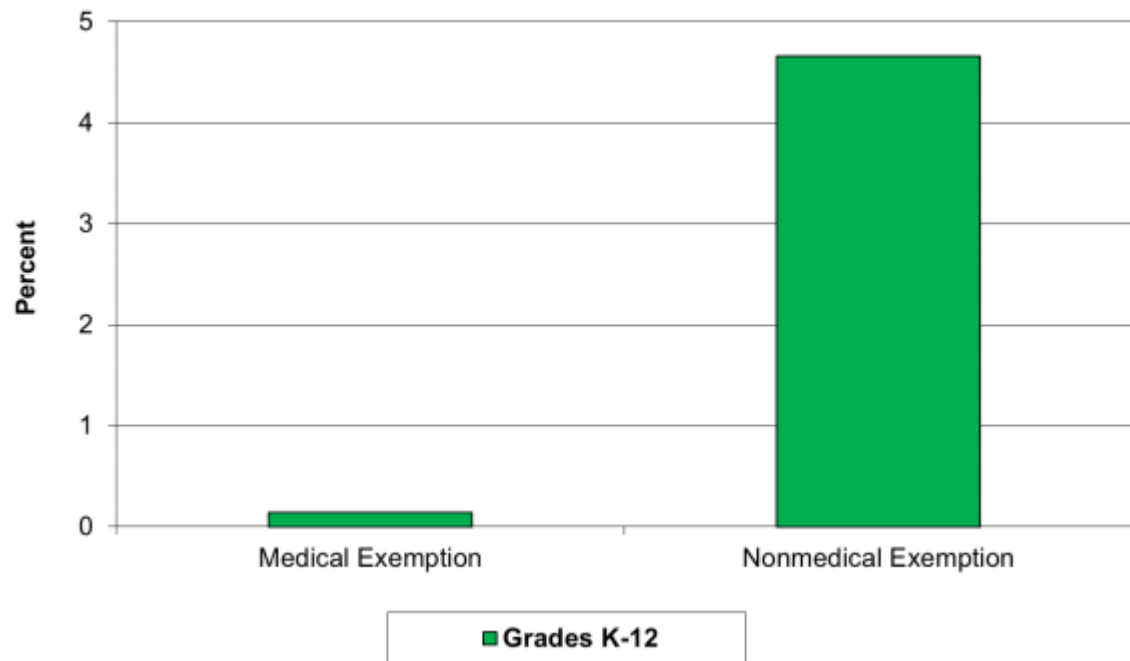
# Exemption to Required Vaccinations

## Medical

- Health Care Provider
- 0.1% exemptions in OR

## Nonmedical

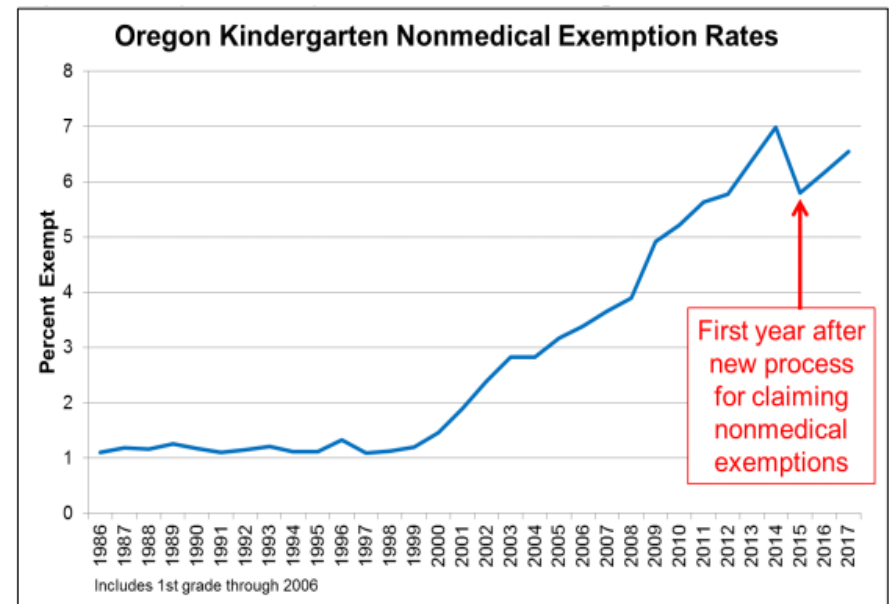
- 2 ways to claim
- 4.7% exemptions in OR



**Percent of Children with Exemptions to Immunization Requirements, 2017**

# Medical and Nonmedical Exemptions

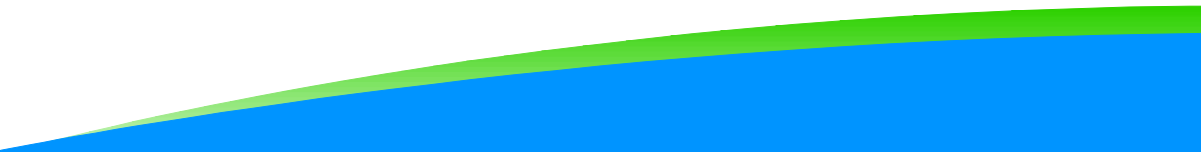
- Recent Oregon legislation
- Emerging trends for preventable diseases
- Clackamas County: facilities and schools >95%
- Clackamas County: 5 of 7 facilities / schools with highest Nonmedical exemptions in the Portland metropolitan region



***Oregon Kindergarten Nonmedical Exemption Rates, 1986-2017***

Presenting Clackamas County's  
*outstanding* partners in School Law:

We Congratulate you!  
The 2017 Clackamas County 100% Club



# K-12

- Forest Hills Elementary
- Heron Creek Academy Junior High
- Oregon City Christian Academy
- Parrott Creek Ranch
- Timberlake Job Corps
- Valley View Day School
- Canby Key District Programs
- Christ The King Parish School
- First Baptist Church School

# PRE-KINDERGARTEN

- Bizzy Bumblebee Preschool
- Bright Beginnings Learning Center and Daycare
- Caterpillar Clubhouse
- Christ Church Episcopal Preschool
- Clackamas Day School
- Doodlebug Daycare
- Eagles Clubhouse
- Early Horizon Day School
- Estacada Christian Preschool
- Funtime Daycare
- Growing Corner Preschool and Daycare
- Hathaway Family Preschool and Childcare
- Kindercare Lake Grove
- Logus Road Preschool

# PRE-KINDERGARTEN

- Maggie's Happy Hearts Preschool and Childcare
- Maryam's Preschool
- Milwaukie Montessori School and Daycare
- Noah's Ark Early Childhood Education Program
- Oak Hills Preschool
- Oregon Child Development Coalition 0-3
- Oregon Promise Preschool
- Oregon City Preschool
- Red Barn Preschool
- St. John the Apostle Catholic School
- Sugarplums Learning School
- Tenderheart Childcare and Preschool
- Trost Elementary Preschool
- Vicki Bellacosa's Child Care
- YMCA CCC

# Testimony from Childcare Facility

- Vicki Bellacosa's Child Care  
Estacada, OR



# Thank you!

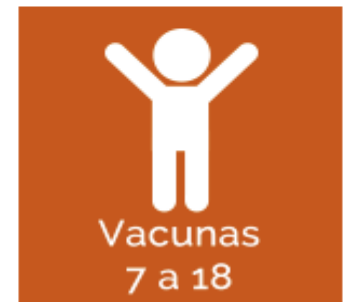
For more information please  
contact:

**Dr. Sarah Present, Public Health Officer**

[spresent@Clackamas.us](mailto:spresent@Clackamas.us)

**Lindsey Butler, Public Health Program Manager**

[lbutler2@Clackamas.us](mailto:lbutler2@Clackamas.us)





October 5, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1 to Subrecipient Grant Agreement #17-027,  
with the Folk-Time, Inc. for  
Peer-Directed Mental Health Support Services in Clackamas County

<b>Purpose/Outcomes</b>	Conduct peer-directed mental health support services in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Amendment adds \$202,014.18 for a revised maximum grant amount of \$404,028.36.
<b>Funding Source</b>	Oregon Health Authority Community Mental Health Program Intergovernmental Agreement (CMHP), specifically federal Mental Health Block Grant Funds; There are no county general funds being used.
<b>Duration</b>	This amendment is effective upon signature and continues through June 30, 2018.
<b>Previous Board Action</b>	The Board reviewed and approved the original agreement on 02/23/17, agenda item 022317-A2.
<b>Strategic Plan Alignment</b>	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division, 503-742-5305
<b>Contract No.</b>	17-027 (and 7748_01)

**BACKGROUND:**

The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department requests the approval of a subrecipient grant agreement with Folk-Time, Inc. to conduct peer-directed mental health support services in Clackamas County. Clackamas Behavioral Health committed to the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addiction services. Folk-Time, Inc. is a not-for-profit behavioral health agency that fosters healing by connecting individuals who share the experience of living with mental illness through peer support and community-based activities. This amendment is a continuation of these services.

This agreement is effective upon signature and terminates June 30, 2018. The maximum value is \$404,028.36. County Counsel reviewed and approved this amendment on September 9, 2017.

*Healthy Families. Strong Communities.*

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services Department

Subrecipient Amendment (FY 17-18)  
Health, Housing, and Human Services, Behavioral Health Division

Subrecipient Agreement Number: **17-027**  
(7748)

Board Order Number: **022317-A2**

Department/Division: **H3S, Behavioral Health**

Amendment No. **01**

Subrecipient: **Folk-Time, Inc.**

Amendment Requested By: **Ally Linfoot**

Changes:  Scope of Service  
 Agreement Time

Agreement Budget  
( ) Other:

**Justification for Amendment:**

This agreement provides for resources to be used for whole health approach to addressing issues of mental health and addiction services to serve Clackamas County residents.

This amendment extends the agreement term to June 30, 2018 and increases the maximum compensation.

Maximum compensation is increased by \$202,014.18 to a revised value of \$404,028.36. This amendment is effective upon signature and continues through June 30, 2018.

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

**AMEND: SECTION 1**

1. Term and Effective Date. Pursuant to the terms of the grant award, this Agreement shall be effective as of July 1, 2016 and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.

**TO READ:**

1. Term and Effective Date. Pursuant to the terms of the grant award, this Agreement shall be effective as of July 1, 2016 and shall expire on **June 30, 2018**, unless sooner terminated or extended pursuant to the terms hereof.

*(continued on next page)*

**AMEND:**

4. Grant Funds. The COUNTY's funding for this Agreement is the 2015-2017 Intergovernmental Agreement for the Financing of Community Service Addictions and Mental Health Services and Clackamas County General funds (Agreement #147783). The maximum, not to exceed, grant amount that the COUNTY will pay is **\$202,014.18**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this agreement is from the following sources:

**4.1 Federal Funds: \$192,915.04** in federal funds are provided through the Intergovernmental Agreement (IGA) for the Financing of Community Addictions and Mental Health Services (Agreement No. 147783) (CFDA 93.958) issued to the COUNTY by the State of Oregon acting by and through the OHA. The State of Oregon receives Block Grants from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.

**4.2 Other Funds: \$9,099.14** in state general funds are provided for funding of other items in the program budget.

**TO READ:**

4. Grant Funds. The COUNTY's funding for this Agreement is the 2015-2017 Intergovernmental Agreement for the Financing of Community Service Addictions and Mental Health Services and Clackamas County General funds (Agreement #147783). The maximum, not to exceed, grant amount that the COUNTY will pay is **\$404,028.36**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this agreement is from the following sources:

**4.1 Federal Funds: \$394,929.22** in federal funds are provided through the Intergovernmental Agreement (IGA) for the Financing of Community Addictions and Mental Health Services (Agreement No. 147783) (CFDA 93.958) issued to the COUNTY by the State of Oregon acting by and through the OHA. The State of Oregon receives Block Grants from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.

**4.2 Other Funds: \$9,099.14** in state general funds are provided for funding of other items in the program budget ***for the 16-17 program year only.***

*(continued on next page)*

**AMEND:**

9. g) **Indirect Cost Recovery.** In accordance with 2 CFR 200.331(a)(4), COUNTY has negotiated and approved an indirect cost allocation plan with SUBRECIPIENT (dated 8/30/16). Federal indirect cost recovery on this award will be reimbursed at 12% of allowable direct costs, according to the 15-16 approved cost allocation plan. At closeout of this Agreement, SUBRECIPIENT will make any necessary adjustments to indirect costs paid by COUNTY using a revised rate based on actual expenditures for fiscal year 16-17. In addition, COUNTY will reimburse SUBRECIPIENT an additional 5.25% indirect cost rate using COUNTY general funds. These rates are incorporated by reference into the SUBRECIPIENT program budget in Exhibit B.

**TO READ:**

9. g) **Indirect Cost Recovery.** *In accordance with 2 CFR 200.331(a)(4), COUNTY has negotiated and approved an indirect cost rate with SUBRECIPIENT for each fiscal year of this Agreement. Federal indirect cost recovery on this award will be reimbursed at*
- *July 1, 2016-June 30, 2017: 12% of allowable direct costs, according to the 15-16 approved cost allocation plan and an additional 5.25% indirect cost rate using COUNTY general funds.*
  - *July 1, 2017-June 30, 2018: 25.24% applicable to salary and fringe, with a maximum of \$28,697.18 for the indirect cost line item.*

At closeout of this Agreement, SUBRECIPIENT will make any necessary adjustments to indirect costs paid by COUNTY using a revised rate based on actual expenditures for fiscal years **16-17 and 17-18**. These rates are incorporated by reference into the SUBRECIPIENT program budgets for each fiscal year in Exhibit B.

**ADD:**

9. u. **Specific Conditions.** *SUBRECIPIENT shall provide COUNTY with general ledger backup, with detail, to accompany each request for reimbursement during this award. In addition to this backup, the organization's time and effort reporting (e.g. subsidiary ledgers relating to the distribution of personnel salary/wages and benefits to various cost centers) should also be provided with each request for reimbursement. This material and the request for reimbursement should be sent to the Senior Compliance Specialist as well as the Behavioral Health Department and the County Program Manager for this Agreement, as listed in Exhibit D.*

**ADD:**

13. **Except as set forth herein, COUNTY and SUBRECIPIENT ratify the remainder of the Agreement and affirm that no other changes are made hereby.**

(continued on next page)

**AMEND: EXHIBIT B**

**ADD: EXHIBIT B.1 SUBRECIPIENT PROGRAM BUDGET 17-18**

<b>Folk-Time, Inc. 2017-2018 Budget</b>					
<b>Peer Run Social Programs</b>					
<b>Oregon City &amp; Rural Outreach</b>					
<b>FolkTime Peer Services</b>		<b>Oregon City</b>	<b>Rural Outreach</b>	<b>Total</b>	
<b>Personnel</b>	<b>FTE</b>				
Social Program Supervisor	0.6	Salary	\$ 24,811.00	\$ 1,584.00	\$ 26,395.00
		Benefits	\$ 3,722.00	\$ 238.00	\$ 3,960.00
		Taxes	\$ 3,581.00	\$ 229.00	\$ 3,810.00
Program Manager	0.8	Salary	\$ 26,624.00		\$ 26,624.00
		Benefits	\$ 3,994.00		\$ 3,994.00
		Taxes	\$ 3,843.00		\$ 3,843.00
Program Manager	0.8	Salary		\$ 27,689.00	\$ 27,689.00
		Benefits		\$ 4,153.00	\$ 4,153.00
		Taxes		\$ 3,997.00	\$ 3,997.00
Program Assistant	0.4	Salary	\$ 17,472.00		\$ 17,472.00
		Benefits	\$ 2,621.00		\$ 2,621.00
		Taxes	\$ 2,522.00		\$ 2,522.00
Cook	0.6	Salary	\$ 10,920.00		\$ 10,920.00
		Benefits	\$ 1,638.00		\$ 1,638.00
		Taxes	\$ 1,579.00		\$ 1,579.00
Professional Services (contractors providing training to improve skills, e.g. Health and Wellness workshop, writing workshops)			\$ 2,000.00	\$ 1,500.00	\$ 3,500.00
Training			\$ 1,600.00	\$ 800.00	\$ 2,400.00
Printing			\$ 400.00	\$ 300.00	\$ 700.00
Postage			\$ 100.00	\$ 100.00	\$ 200.00
Supplies			\$ 2,000.00	\$ 1,000.00	\$ 3,000.00
Client Food			\$ 2,500.00	\$ 500.00	\$ 3,000.00
Phone & Internet			\$ 1,400.00	\$ 900.00	\$ 2,300.00
Technology/Database			\$ 250.00	\$ 250.00	\$ 500.00
Travel/Mileage			\$ 2,000.00	\$ 1,000.00	\$ 3,000.00
Client Field Trips			\$ 2,000.00	\$ 1,500.00	\$ 3,500.00
<b>Total Direct Expenses</b>			\$ 117,577.00	\$ 45,740.00	\$ 163,317.00
Negotiated Federal Indirect Rate: <b>25.24%</b> <i>salary and fringe only, listed amount max</i>			\$ 17,533.98	\$ 11,163.20	\$ 28,697.18
<b>Rent (Federally Funded)</b>			\$ 10,000.00		\$ 10,000.00
<b>Budget Totals for this Agreement</b>			\$ 145,110.98	\$ 56,903.20	\$ 202,014.18

**AMEND: EXHIBIT D, REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUEST**

- B. Requests for reimbursement shall be submitted by the 15<sup>th</sup> of the month for the previous month. The final request for reimbursement shall be submitted by **July 6, 2017 for June 30, 2017** expenses.

**TO READ:**

- B. Requests for reimbursement shall be submitted by the 15<sup>th</sup> of the month for the previous month. The final request for reimbursement shall be submitted by **July 6, 2018 for June 30, 2018** expenses.

*(continued on next page)*

**ADD: EXHIBIT D.1, REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUEST 17-18**



Mary Rumbaugh, Director  
Behavioral Health Division

**EXHIBIT D.1**

<b>REQUEST FOR REIMBURSEMENT</b>				
Folk-Time OC Drop In & Rural Outreach, Amendment # 1 to Agreement #17-027				
Note: This form derives from the approved budget in your grant agreement. All expenditures must have adequate supporting documentation.				
Subrecipient: Folk-Time, Inc Address: 232 SE 80th Avenue Portland, Oregon 97215 Contact Person: Robert Cseko Phone Number: _____ E-mail: rcseko@folktime.org	Billing Period: _____ Agency Invoice (optional): _____ Grant Number: 17-027 Contract #: 7748_01 Federal Award #: CMHP 147783 CFDA(s): 93.958 Amendment Term: 7/01/17-6/30/18 Total Amendment Award \$: \$202,014.18			
<b>YEAR 2: July 1, 2017 - June 30, 2018</b>				
Budget Category	Budget	Current Draw Request	Previously Requested	Balance
<b>Personnel</b>				
Salary	\$ 109,100.00	\$ -	\$ -	\$ 109,100.00
Benefits	\$ 16,366.00	\$ -	\$ -	\$ 16,366.00
Taxes	\$ 15,751.00	\$ -	\$ -	\$ 15,751.00
<b>Prof Services</b>	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00
Training	\$ 2,400.00	\$ -	\$ -	\$ 2,400.00
Printing	\$ 700.00	\$ -	\$ -	\$ 700.00
Postage	\$ 200.00	\$ -	\$ -	\$ 200.00
Supplies	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Food (Clients)	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Phone & Internet	\$ 2,300.00	\$ -	\$ -	\$ 2,300.00
Technology/Database	\$ 500.00	\$ -	\$ -	\$ 500.00
Travel/Mileage	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Field Trips (Clients)	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00
<b>Total, Program and Personnel MTDC</b>	<b>\$ 163,317.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 163,317.00</b>
Negotiated Federal Indirect Rate: 25.24% salary and fringe only, listed amount max	\$ 28,697.18	\$ -	\$ -	\$ 28,697.18
Rent (excluded from MTDC)	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
<b>Total Grant Funds Requested</b>	<b>\$ 202,014.18</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 202,014.18</b>
Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.				
<b>PAYMENT TERMS:</b> Requests for reimbursement shall be submitted by the 15th of the month for the previous month. The final request for reimbursement shall be submitted by July 15, 2018 for June 30, 2018 expenses.				
<b>CERTIFICATION:</b> By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).				
Prepared by: _____		Date: _____		
Authorized Signer: _____				
<b>CLACKAMAS COUNTY REVIEW:</b>				
Program Manager:	Mary Rumbaugh	Accountant:	Diane Kestler	
Department:	H3S-Behavioral Health Division	Department:	H3S-Behavioral Health Division	
Signature:	_____	Signature:	_____	
<b>SUBMIT INVOICES TO:</b>		<b>FOR ADMIN USE ONLY</b>		
BHAP@clackamas.us &		241-4332-08970-485001-36005 (Federal, SAPT)		
mwestbrook@clackamas.us &		241-4332-08970-485003 (State Funds)		
alinfoot@clackamas.us				
Clackamas County Behavioral Health Accounts Payable, 2051 Kaen Rd, Suite #154, Oregon City, OR 97045				



**AMEND: EXHIBIT E, MONTHLY/QUARTERLY/FINAL PERFORMANCE REPORT**

1. The SUBRECIPIENT must submit a progress report at three months and a final evaluation report no later than **July 31, 2017**. This report must include:
  - a. Number of individuals served at the Oregon City drop-in site (Member Attendance)
  - b. Activities offered to members
  - c. Outreach and Public Relations activities with community and system partners
  - d. Consumer satisfaction

**TO READ:**

1. The SUBRECIPIENT must submit a progress report at three months and a final evaluation report no later than **July 31, 2018**. This report must include:
  - a. Number of individuals served at the Oregon City drop-in site (Member Attendance)
  - b. Activities offered to members
  - c. Outreach and Public Relations activities with community and system partners
  - d. Consumer satisfaction

*(continued on next page)*

**REPLACE: EXHIBIT F, FINAL FINANCIAL REPORT**

**WITH: EXHIBIT F: FINAL FINANCIAL REPORT (AMENDED)**

<b>PROJECT NAME: Oregon City Drop In / Rural Outreach</b> State of Oregon Service Element MHS 37 – Special Projects/Flexible Funding (Fund Source: 0301 COMM MH BLOCK ODD YR FF, CFDA No. 93.958) "MH Block Grant"	<b>Agreement #: 17-027 &amp; A.1</b> <b>July 1, 2016 – June 30, 2018</b> <b>Date of Submission: XX/XX/XX</b>
<b>SUBRECIPIENT: Folk-Time, Inc.</b>	
<b>Has Subrecipient submitted all requests for reimbursement? Yes / No</b>	
<b>Has Subrecipient met all programmatic closeout requirements? Yes / No</b>	

## Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds authorized on this agreement:	<b>\$ 394,929.22</b>
Year-to-Date Federal Funds requested for reimbursement on this agreement:	
Total Federal Funds received on this agreement:	
Total non-Federal Funds authorized on this agreement:	<b>\$ 9,099.14</b>
Total non-Federal Funds requested for reimbursement on this agreement:	
Total non-Federal Funds received on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	
Balance of unexpended non-Federal Funds (Line 4 minus Line 6):	

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

Subrecipient's Certifying Official (printed): \_\_\_\_\_

Subrecipient's Certifying Official (signature): \_\_\_\_\_

Subrecipient's Certifying Official's title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement amendment to be executed by their duly authorized officers. Except as set forth herein, COUNTY and SUBRECIPIENT ratify the remainder of the Agreement and affirm that no other changes are made hereby.

**FOLK TIME, INC.**

By:   
(Angel Prater, Executive Director)

9-14-17  
Date

232 SE 80<sup>th</sup> Avenue  
Street Address

Portland, OR 97215  
City / State / Zip

(503) 238-6428                      (503) 238-3986  
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 & Human Service Department

\_\_\_\_\_  
Date

**Approved to Form:**

  
County Counsel

11 September 2017  
Date

October 5, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #01 to the Intergovernmental Agreement with the State of Oregon,  
acting by and through its Oregon Health Authority for Operation as the  
Local Public Health Authority for Clackamas County

<b>Purpose/Outcomes</b>	Amendment #1 increases the funding for Program Element 40 – Women, Infants, Children (WIC) and adds funding for Program Element 44 – School Based Health Centers (SBHC) – Mental Health Expansion
<b>Dollar Amount and Fiscal Impact</b>	Agreement is increase by Amendment #1 - PE 40 – WIC Increased by \$34,076 and PE44 – SBHC – Mental Health Expansion \$336,700 Bringing the Contract maximum value to \$2,607,302.00.
<b>Funding Source</b>	Funding provided by the State of Oregon - Oregon Health Authority. No County General Funds are involved.
<b>Duration</b>	Effective July 01, 2017 and terminates on June 30, 2019
<b>Previous Board Action</b>	The Board last reviewed and approved this agreement on June 22, 2017, Agenda item 062217-A3
<b>Strategic Plan Alignment</b>	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Dawn Emerick, Public Health Director – (503) 655-8479
<b>Contract No.</b>	8327

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #01 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. This Amendment increases the funding for Program Element 40 – Women, Infants, Children (WIC) and adds funding for Program Element 44 – School Based Health Centers (SBHC) – Mental Health Expansion. It allows the Clackamas County Public Health Division (CCPHD) to provide public health related services to Clackamas County residents,

This contract is effective July 1, 2017 and continues through June 30, 2019. This contract has been reviewed by County Counsel on September 26, 2017.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services

Agreement #154103



**FIRST AMENDMENT TO OREGON HEALTH AUTHORITY  
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

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

This First Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2017 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County, acting by and through its Health, Housing, and Human Services ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

**AGREEMENT**

1. Section 1 of Exhibit C entitled "Financial Assistance Award" of the Agreement is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 4 of Exhibit C, entitled "Explanation of Financial Assistance Award" of the Agreement.
2. Exhibit J "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. The parties expressly ratify the Agreement as herein amended.
7. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

8. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

9. Signatures.

By: \_\_\_\_\_  
Name: /for/ Lillian Shirley, BSN, MPH, MPA  
Title: Public Health Director  
Date: \_\_\_\_\_

CLACKAMAS COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

*Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on July 25, 2017, copy of email approval in Agreement file.*

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: \_\_\_\_\_  
Name: Mai Quach (or designee)  
Title: Program Support Manager  
Date: \_\_\_\_\_

**Attachment A  
Financial Assistance Award**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 3
<b>1) Grantee</b> Name: Clackamas County Health Dept.  Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045	<b>2) Issue Date</b> August 24, 2017	<b>This Action</b> AMENDMENT FY2018	
		<b>3) Award Period</b> From July 1, 2017 Through June 30, 2018	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health	110,583	0	110,583 ( g )
PE 03 TB Case Management	16,746	0	16,746 ( i,j )
PE 07 HIV Prevention Services	106,107	0	106,107 ( m,n )
PE 12 Public Health Emergency Preparedness	164,085	0	164,085 ( d )
PE 13 Tobacco Prevention & Education	228,630	0	228,630
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	844,130	34,076	878,206 ( b,c,o )
PE 40 WIC -- PEER Counseling FAMILY HEALTH SERVICES	69,411	0	69,411 ( e,f )
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	34,555	0	34,555 ( a )
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	21,403	0	21,403 ( k )
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	36,372	0	36,372 (k,l )
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	84,868	0	84,868 (k,l )
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	11,407	0	11,407 ( k )
<b>5) FOOTNOTES:</b>			
a) \$34,555 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Grant Award for the title X funding. Adjustment might be needed once the Notice of Award is received. b) The July-September 2017 grant is \$245,108 ; \$49,022 must be expended for Nutrition Education. \$11,040 must be expended for Breastfeeding Promotion. c) The October-June FY2018 grant is \$633,097 ; \$126,619 must be expended for Nutrition Education. \$33,119 must be expended for Breastfeeding Promotion. d) \$164,085 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Award for funding. Adjustments might be needed once Notice of Award has been received by OHA/PHD. e) \$17,353 is the July 1st -- September 30th of 2017 funding to local agencies. f) \$52,058 is the October 1st, 2017 -- June 30th 2018 funding to local agencies. g) \$110,583 Award amount is estimated for the period from 7/1/17-9/30/17. OHA/PHD has not yet received the funding amount for Fiscal Year 2018. Adjustments might be needed once the funding is received by OHA/PHD.			
<b>6) Capital Outlay Requested in This Action:</b>			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG. APPROV</b>

State of Oregon Oregon Health Authority Public Health Division		Page 2 of 3	
<b>1) Grantee</b> Name: Clackamas County Health Dept.  Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045		<b>2) Issue Date</b> August 24, 2017	<b>This Action</b> AMENDMENT FY2018
		<b>3) Award Period</b> From July 1, 2017 Through June 30, 2018	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	Previous Award	Increase/ (Decrease)	Grant Award
PE 42 Babies First FAMILY HEALTH SERVICES	36,529	0	36,529
PE 42 MCH Title V -- Oregon MothersCare FAMILY HEALTH SERVICES	12,991	0	12,991 (k,l)
PE 43 Immunization Special Payments	90,277	0	90,277
PE 44 School Based Health Centers FAMILY HEALTH SERVICES	220,956	0	220,956
PE 44 School Based Health Centers - Mental Health Expansion FAMILY HEALTH SERVICES	0	336,700	336,700
PE 50 Safe Drinking Water Program	147,476	0	147,476 (h)
<b>5) FOOTNOTES:</b>			
h) \$147,476 Award amount is estimated for Fiscal Year 2018. OHA/PHD has not yet received the Notice of Award for the funding. Adjustments might be needed once the Notice of Award is received by OHA/PHD. i) \$3,276 Award amount for the period 7/1/2017 - 12/31/17 must be spent by 12/31/2017. j) \$3,276 Award amount for period from 1/1/2018 - 6/30/2018 is estimated. OHA/PHD has not yet received the Notice of Award for that period's funding. Adjustments might be needed once the Notice of Award is received by OHA/PHD. k) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid). l) Funds for the MCH Title V programs for the period of 7/1/17-9/30/17 must be spent by 9/30/17. m) \$32,855 Award is for the period from 7/1/2017 to 12/31/17 and must be spent by 12/31/2017.			
<b>6) Capital Outlay Requested in This Action:</b>			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG. APPROV</b>



State of Oregon Oregon Health Authority Public Health Division		Page 3 of 3	
<b>1) Grantee</b> Name: Clackamas County Health Dept.  Street: 2051 Kaen Road City: Oregon City State: OR      Zip Code: 97045	<b>2) Issue Date</b> August 24, 2017	<b>This Action</b> AMENDMENT FY2018	
		<b>3) Award Period</b> From July 1, 2017 Through June 30, 2018	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	Previous Award	Increase/ (Decrease)	Grant Award
TOTAL	2,236,526	370,776	2,607,302
<b>5) FOOTNOTES:</b> n) \$30,467 Award for period of 1/1/2018 through 6/30/2018 is estimated. OHA/PHD has not yet received the Notice of Award for that period's funding. Adjustments might be needed once the Notice of Award is received by OHA/PHD. o) The July-September portion must be spent by September 30th, 2017. \$33,572 is the year-end one-time funding adjustment. \$504 is the second fresh fruit and veggies grant adjustment.			
<b>6) Capital Outlay Requested in This Action:</b> Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG. APPROV</b>

**Attachment B**  
**Information required by CFR Subtitle B with guidance at 2 CFR Part 200**

PE 40: WIC NSA												
<b>Federal Award Identification Number(FAIN):</b>	12-3510-0-1-605											
<b>Federal Award Date:</b>	02/01/17											
<b>Performance Period:</b>	10/01/17-9/30/18											
<b>Federal Awarding Agency:</b>	Department of Agriculture/Food and Nutrition Service											
<b>CFDA Number:</b>	10.557											
<b>CFDA Name:</b>	Special Supplemental Nutrition Program for Women Infants											
<b>Total Federal Award:</b>	24,757,038											
<b>Project Description:</b>	WIC Program											
<b>Awarding Official:</b>	Debra Whitford Debbie.Whitford@fns.usda.gov											
<b>Indirect Cost Rate:</b>	16.41%											
<b>Research And Development(Y/N):</b>	N											
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Total Initial FY18 Award</b>	<b>Base award adjustment</b>	<b>Increase Year-end one-time funding, \$7/part.</b>	<b>Increase 2nd fresh fruit and veggie grant</b>	<b>Revised July-Sept 2017 Award</b>	<b>Of the Grant, this must be spent on Nutrition Ed</b>	<b>Of the Grant, this must be spent on BF Promotion</b>	<b>Oct 2017 - Jun 2018 Grant</b>	<b>Of the Grant, this must be spent on Nutrition Ed</b>	<b>Of the Grant, this must be spent on BF Promotion</b>	<b>Revised FY18 Award</b>
CLACKAMAS	096992656	\$ 844,129.96	\$ -	\$ 33,572.00	\$ 504.00	\$ 245,108	\$ 49,022	\$ 11,040	\$ 633,097	\$ 126,619	\$ 33,119	\$ 878,206



M. BARBARA CARTMILL  
DIRECTOR

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

October 5, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to apply for the Grant through the  
Oregon Department of Transportation – Local Bridge Program

<b>Purpose/Outcomes</b>	Approval of a grant application to rehabilitate the Molalla River (Knights Bridge Rd) Bridge #06520
<b>Dollar Amount and Fiscal Impact</b>	Grant request is up to \$1,500,000 with 10.27% match (\$154,050) that will be from County Road Fund
<b>Funding Source</b>	Road Funds
<b>Duration</b>	Approximately 3 years (2022 to 2024)
<b>Previous Board Contact</b>	N/A
<b>Strategic Plan Alignment</b>	Aligns with “Build a strong infrastructure” and “Ensure safe, healthy and secure communities”
<b>Contact Person</b>	Joel Howie, ext. 4658

The Local Agency Bridge Selection Committee (LABSC) is soliciting local bridge project applications for 2022-2024 funding under the Oregon Department of Transportation’s (ODOT) Local Bridge Program. An eligible list of Clackamas County bridges was provided by ODOT in the solicitation based on the National Bridge Inventory list as of April 2017. The LABSC will select projects based on a technical ranking system with a priority given to investments that are strategic in nature to ensure that freight corridors area maintained. Based on the technical ranking system, DTD believes the most competitive application would be for the rehabilitation of the Molalla River (Knights Bridge Rd) Bridge #06520.

This bridge has a relatively low sufficiency rating of 39.5, as a result of cracking in the concrete deck, corrosion of steel girders, cracking and abrasion in a couple of the concrete columns, delamination of one of the concrete pier caps, and cracking in one of the concrete abutments. Rehabilitation is required to repair these deficiencies. The proposed amount of the grant is up to \$1.5 million. The grant has a match requirement of 10.27 percent that will be matched by County Road Fund.

**RECOMMENDATION:**

Staff respectfully recommends the board to give approval to apply for the grant from the Oregon Department of Transportation – Local Bridge Program.

Respectfully submitted,

Mike Bezner, PE  
Assistant Director of Transportation



M. BARBARA CARTMILL  
DIRECTOR

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with HDR Engineering, Inc. for  
Design Engineering Services for the  
Boardman Creek Fish Habitat Restoration Project**

<b>Purpose/Outcomes</b>	This contract will provide design engineering services for the design of the Boardman Creek Fish Habitat Restoration Project.
<b>Dollar Amount and Fiscal Impact</b>	Total consultant contract cost: \$581,175.00
<b>Funding Source</b>	County Road Funds \$581,175.00
<b>Safety Impact</b>	The existing culvert is failing structurally and will be replaced with a new structure meeting current design standards.
<b>Duration</b>	Upon execution through completion of the project (expected 6/30/2019)
<b>Strategic Plan Alignment</b>	This project will help grow a vibrant economy and ensure safe communities by improving safety and reliability on a major arterial roadway in Clackamas County by replacing a failing culvert.
<b>Previous Board Action</b>	03/20/2014 – Approval of Amendment No. 1 to an Intergovernmental Agreement with Oak Lodge Sanitary District for the Boardman Creek Fish Habitat Restoration Project. 05/31/2012 – Approval of an Intergovernmental Agreement with Oak Lodge Sanitary District for Preliminary Engineering Study for the Boardman Creek Fish Habitat Restoration Project.
<b>Contact Person</b>	Jonathan Hangartner, Project Manager – DTD 503-742-4649

**BACKGROUND:**

The project involves removing two deteriorating culverts at River Road and Walta Vista Court and restoring 300 feet of riparian zone. Oak Lodge Water Sanitary District (OLWSD) is partnering with Clackamas County to deliver this project. OLWSD and Clackamas County collaborated closely during the “Type, Size and Location” (TS&L) phase of this project, and will continue to collaborate during the final design and construction phases. OLWSD paid for the TS&L study to determine the size and location of culvert replacements and will be sharing in the construction funding.

The purpose of this contract is for engineering services to complete the project’s design and obtain permits for the project. HDR Engineering, Inc. has a special and unique knowledge of this project that was gained in the TS&L study. As the consultant of the TS&L study, HDR Engineering, Inc. is the best choice to perform the required services outlined in the contract. The proposed contract is for \$581,175.00.

**PROCUREMENT PROCESS**

In 2012, the County issued a Request for Proposals for a firm to conduct a study of the project. HDR was awarded the contract for the study as the highest scoring proposer. ORS 279C.115 and LCRB C-046-0500(4)(f) provide an option for the County to directly enter into a contract with a consultant if the project described in the contract consists of work that has been substantially described, planned or otherwise previously studied or rendered in an earlier contract with the consultant selected through a competitive process. The department determined that it is in the County's best interest in terms of cost effectiveness and consistent project understanding to continue working with HDR.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approves and signs the contract with HDR Engineering, Inc. for design engineering services for the Boardman Creek Fish Habitat Restoration Project.

Sincerely,

Mike Bezner, PE  
Transportation Engineering Manager

Placed on the \_\_\_October 5, 2017\_\_\_\_\_ agenda by Procurement.



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between HDR Engineering, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2019. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: Consulting Services for the Boardman Creek Fish Habitat and Restoration Project ("Work"), further described in Exhibit A.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$581,175.00, for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Travel and Other Expense. Authorized: [ ] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, D, and E.

6. Contractor Data.

HDR Engineering, Inc.

Address: 1001 SW 5th Ave.

Portland, Oregon 97204

Contractor Contract Administrator: Dustin Cooley

Phone No.: 503-423-3804

Email: dustin.cooley@hdrinc.com

MWESB Certification: [ ] DBE # [ ] MBE # [ ] WBE # [ ] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

## ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the fault, negligence, willful misconduct, or breach of this Agreement, including a breach of the obligations included in Exhibit D hereof, by Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
12. **NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal



delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us), or to Contractor or at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. However, any modifications or reuse of the Work Product for purposes other than those intended by this Contract shall be at the County’s sole risk and without liability to Contractor.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the customary professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous

amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under



**EXHIBIT A**  
**PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**SCOPE OF WORK**

Contractor shall provide consulting services for the Boardman Creek Fish Habitat and Restoration Project. Work is further described within the vendors proposed Statement of Work for Professional Services, Version 7.2 and dated 7/05/17, herby attached and included by reference as **Exhibit D**.

The County Contract administrator for this Contract is: Joel Howie.

**CONSIDERATION**

- a. Consideration Rates –Time & Material basis as described within **Exhibit E**.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$581,175.00. Invoices shall be submitted to: Joel Howie via email at [jhowie@clackamas.us](mailto:jhowie@clackamas.us).
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Payments for all undisputed amounts shall be made to Contractor within 30 days following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**EXHIBIT B  
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.**

**Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2.  Required by County     Not required by County**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must be continually maintained two years after the contract is completed.

**3.  Required by County     Not required by County**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

**4.  Required by County     Not required by County**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

**5. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability most include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [purchasing@clackamas.us](mailto:purchasing@clackamas.us).

**EXHIBIT C**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- \_\_\_\_\_ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- \_\_\_\_\_ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- \_\_\_\_\_ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- \_\_\_\_\_ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- \_\_\_\_\_ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT D  
STATEMENT OF WORK**



**EXHIBIT E**  
**FEE SCHEDULE**

DRAFT

Approval of Previous Business Meeting Minutes:  
September 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>

**Thursday, September 14, 2017 – 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

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

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

### **I. PRESENTATION**

1. Proclaiming the New Rhododendron Foot Bridge to be dedicated to the Communities of Rhododendron, the Hoodland Area and the Mt. Hood Territory  
Chair Bernard presented this item.  
Steve Graper, Rhododendron CPO thanked the Board for this proclamation and invited all to the dedication ceremony for the new bridge on Saturday, Sept. 16<sup>th</sup> at 4 PM.

#### **MOTION:**

Commissioner Savas: I move we proclaim the New Rhododendron Foot Bridge to be dedicated to the Communities of Rhododendron, the Hoodland Area and the Mt. Hood Territory.

Commissioner Schrader: Second.

Chair Bernard read the Proclamation.  
all those in favor/opposed:

Commissioner Schrader: Aye.  
Commissioner Savas: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion passes 3-0.

2. Presentation for September as Suicide Prevention Awareness Month  
Mary Rumbaugh & Galli Murray, Health, Housing & Human Services presented the staff report including a PowerPoint presentation outlining the numbers and statistic of suicides in Clackamas County.

*~Board Discussion~*

### **II. CITIZEN COMMUNICATION**

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

1. Les Poole, Gladstone – Sunrise corridor, traffic on Hwy. 212, thanked all the firefighters for their work on the Gorge fires, and thanked the County Fairgrounds for housing the livestock affected by these fires.
  2. Karl Pfeifer, Clackamas – development around his property and sewer service.
- ~Board Discussion~* Chair Bernard will meet with Mr. Pfeifer at a later date.

### **III. PUBLIC HEARINGS** *(Five Public Hearings)*

1. **Board Order No. 2017-105** for Boundary Change Proposal CL 17-009 for Annexation to Sunrise Water Authority  
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 Schrader: I move we approve the Board Order for Boundary Change Proposal No. CL 17-009, Annexation to Sunrise Water Authority.  
Commissioner Savas: Second.  
all those in favor/opposed:  
Commissioner Schrader: Aye.  
Commissioner Savas: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion passes 3-0.

2. **Board Order No. 2017-106** for Boundary Change Proposal CL 17-010 for Annexation to 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 17-010, Annexation to Clackamas County Service District No. 1.  
Commissioner Schrader: Second.  
all those in favor/opposed:  
Commissioner Schrader: Aye.  
Commissioner Savas: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion passes 3-0.

3. **Board Order No. 2017-107** for Boundary Change Proposal CL 17-011 for Annexation to Clackamas County Service District No. 1

Chris Storey, County Counsel, Ken Martin, Boundary Change Consultant presented the staff report. ~Board Discussion~  
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 17-011, Annexation to Clackamas County Service District No. 1.  
Commissioner Schrader: Second.  
all those in favor/opposed:  
Commissioner Schrader: Aye.  
Commissioner Savas: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion passes 3-0.

4. **Board Order No. 2017-108** for Boundary Change Proposal CL 17-012 for Annexation to Clackamas County Service District No. 1

Chris Storey, County Counsel, Ken Martin, Boundary Change Consultant presented the staff report. ~Board Discussion~  
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 Schrader: I move we approve the Board Order for Boundary Change Proposal No. CL 17-012, Annexation to Clackamas County Service District No. 1.  
Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Schrader: Aye.  
Commissioner Savas: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion passes 3-0.

5. **Board Order No. 2017-109** for Boundary Change Proposal CL 17-013 for Annexation to Sunrise Water Authority

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 Schrader: I move we approve the Board Order for Boundary Change Proposal No. CL 17-013, Annexation to Sunrise Water Authority.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Schrader: Aye.  
Commissioner Savas: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion passes 3-0.

**IV. CONSENT AGENDA**

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

**MOTION:**

Commissioner Schrader: I move we approve the consent agenda.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Schrader: Aye.  
Commissioner Savas: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion passes 3-0.

**A. Health, Housing & Human Services**

1. Approval to Apply for a Capital Grant for the Federal Transit Administration Bus and Bus Infrastructure Investment Program Funds through Oregon Department of Transportation for Mt Hood Express Vehicle Replacements – *Social Services*
2. Approval of an Agency Service Contract with Cascadia Behavioral Healthcare for Residential Treatment Services – *Behavioral Health*
3. Approval of an Agency Service Contract with Northwest Housing Alternatives, Inc. for Supported Housing Services – *Behavioral Health*
4. Approval of an Agency Service Contract with Oregon Health & Sciences University to Provide Cultural Specific Mental Health Services – *Behavioral Health*
5. Approval of Amendment No.1 of the Intergovernmental Sub-recipient Agreement with Oregon Trail School District (OTSD) for Preschool Promise Services – *Children, Youth & Families*
6. Approval of a Sub-recipient Agreement with Northwest Family Services for Evidence-based Parenting Education Classes – *Children, Youth & Families*
7. Approval of a Sub-recipient Agreement with Clackamas County Children’s Commission Head Start for Evidence-based Parenting Education Classes – *Children, Youth & Families*

8. Approval of an Intergovernmental Revenue Agreement with Oregon Health Authority for Drug and Alcohol Prevention Education and Programming – *Children, Youth & Families*
9. Approval of a Sub-recipient Agreement with Todos Juntos for PreventNet Community Schools – Molalla-Canby, Rural – *Children, Youth & Families*
10. Approval of a Sub-recipient Agreement with Northwest Family Services for PreventNet Community Schools – Urban, Milwaukie, Gladstone, and Oregon City – *Children, Youth & Families*

**B. Department of Transportation & Development**

1. Approval of the Metro Grant Agreement No. 934631 for the Clackamas County Active Transportation County Devices Project

**C. Elected Officials**

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

**D. County Counsel**

1. Approval of an Intergovernmental Agreement with Multnomah County for HIPAA Compliance Officer

**E. Juvenile Department**

1. Approval and Acceptance of the Grant Agreement for the Oregon Criminal Justice Commission Specialty Court Grant Program

**F. Technology Services**

1. Approval of a Service Level Agreements between Clackamas Broadband eXchange and the City of Lake Oswego for Dark Fiber Networks

**V. WATER ENVIRONMENT SERVICES**

*(Service District No. 1)*

1. **Resolution No. 2017-110** to Establish the Water Environment Services Advisory Committee and Adopt the Bylaws
2. Approval of Amendment No. 1 to the Contract Documents between Water Environment Services and CH2M Hill Engineers, Inc. for Tri-City Water Resource Recovery Facilities Solids Handling Improvements Project - *Procurement*
3. Approval of Amendment No. 1 to the Contract Documents between Service District No. 1 and CH2M Hill Engineers, Inc. for Tri-City Water Resource Recovery Facilities Solids Handling Improvements Project - *Procurement*

**VI. COUNTY ADMINISTRATOR UPDATE**

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

Pursuant to the Ordinance No. 07-2015, County Code 2.09.060, the following items were approved and signed by Clackamas County Administrator Don Krupp or his designee on behalf of the Board of County Commissioners during the two week recess/break, Aug. 28, 2017 – Sept. 10, 2017.

	DEPARTMENT	ITEM
1.	Juvenile Dept.	Approval of the grant award for the Edward Byrne memorial Justice Assistance grant (JAG) program 2017 local solicitation - signed by Laurel Butman
2.	Juvenile Dept.	Approval to Accept the Grant Award for the Oregon Criminal Justice Commission Specialty Courts – signed by Laurel Butman
3.	District Attorney’s Office	Approval to Apply for 2017-2019 Victims of Crime Act & Criminal fine account non-competitive program grant and COCA expansion for prosecutor based victims program grant - signed by Don Krupp
4.	Business & Community Services via Procurement	Approval of a Public Improvement Contract with Equity Alliance, LLC dba Re/Max Equity Group for on-call realtor services – Signed by DK
5.	Water Environment Services via Procurement	Approval of a Public Improvement Contract between Clackamas County Service District No. 1 and Stellar J. Corporation for Access Gates and Supporting Conduits – signed by DK
6	Social Services	Acceptance of Grant Funds from the Oregon Department of Veterans Affairs to be used for staffing at Clackamas County Veterans Service Office – signed by DK
7	Facilities Management via Procurement	Approval of Amendment No.9 of the Contract Documents with Earth works Landscape Services, Inc. for Landscape Maintenance Services for Clackamas County – signed by DK

**VII. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 11:18 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](http://www.clackamas.us/bcc/business.html)



SHARI A. ANDERSON, CPA  
TREASURER

OFFICE OF THE COUNTY TREASURER  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

October 5, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of the Clackamas County Investment Policy

<b>Purpose/Outcomes</b>	Provides investment framework for Clackamas County investment portfolio
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	None
<b>Duration</b>	Effective October 5, 2017
<b>Previous Board Action</b>	The Board last reviewed and approved this agreement on November 23, 2017
<b>Strategic Plan Alignment</b>	Build public trust through good government
<b>Contact Person</b>	Shari Anderson, Treasurer 503-742-5995
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Clackamas County Investment Policy provides the framework for the investment of the County's public funds by the Treasurer's office. The County chooses to purchase investments with a maturity between 18 and 36 months so the Oregon Short Term Fund Board requires annual adoption of the plan by the Board of County Commissioners. There are no changes made to the policy from the previous version.

**RECOMMENDATION:**

Staff recommends the Board approve the Clackamas County Investment Policy.

Respectfully submitted,

Shari Anderson  
Treasurer



**Clackamas County**  
**Office of the Treasurer**

**Investment Policy**

**2051 Kaen Rd, #430**

**Oregon City, Oregon 97045**

**503-742-5995 FAX 503-742-5996**

**shariand@co.clackamas.or.us**

# Clackamas County Investment Policy

## I. Objectives:

The primary objectives of investment activities shall be safety, liquidity, and yield:

### **Safety:**

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

Credit Risk: Clackamas County will minimize credit risk, the risk of loss due to the financial failure of the security issuer or backer, by:

- Limiting exposure to poor credits and concentrating the investments in the safest types of securities.
- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which Clackamas County will do business.
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.
- Actively monitoring the investment portfolio holdings for ratings changes, changing economic/market conditions, etc.

Interest Rate Risk: Clackamas County will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing operating funds primarily in shorter-term securities or short-term investment pools.
- Diversifying the portfolio by maturity dates to mitigate the impact of reinvestment risk.

## **Liquidity:**

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

## **Yield:**

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of lesser importance compared to the safety and liquidity objectives described above. The majority of the portfolio is limited to highly rated/low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities are generally held to maturity unless declining credit or liquidity needs warrant a pre-maturity sale.

## **II. Scope:**

This policy applies to the investment of both short-term operating funds and long-term capital funds including bond proceeds and bond reserve funds. This policy applies to all component units of Clackamas County unless specific, written exclusion has been granted by the County Treasurer and the unit has a policy which has been adopted by the Board of Commissioners and submitted to the Oregon Short Term Fund Board.

Investments of employees' retirement funds, deferred compensation plans, and other funds are not covered by this policy.

## **III. Standards of Care:**

### **Prudence:**

The standard of care to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

**Ethics and Conflicts of Interest:**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees, officers and their families shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of Clackamas County. Officers and employees shall, at all times, comply with the State of Oregon Government Standards and Practices code of ethics set forth in ORS 244.

**Delegation of Authority:**

**Treasurer:** Authority to manage the investment program is granted to the publicly elected County Treasurer, and derived from the following: ORS 294.035 to 294.053, 294.125 to 294.145, and 294.810. The Treasurer shall be responsible for all transactions undertaken and with the Investment Manager, shall establish a system of controls to regulate the activities of subordinate officials. No person may engage in an investment transaction without approval of the Treasurer

**Treasury Manager:** Administration of the investment program is hereby delegated to the Treasury Manager, who under the direction of the Treasurer shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy.

**IV. Safekeeping and Custody:**

Purchased investment securities will be delivered by Fed book entry, DTC, or physical delivery and to the extent feasible, held in third party safekeeping with a designated custodian. The trust department of a bank may be designated as custodian for safekeeping specific securities. The custodian shall issue a safekeeping receipt to Clackamas County listing the specific instrument, selling broker/dealer, issuer, coupon, maturity, CUSIP number, purchase or sale price, transaction date, and other pertinent information.

## **V. Accounting Method:**

### **Accounting Standards:**

Clackamas County Department of the Treasurer shall comply with required legal provisions and Generally Accepted Accounting Principles (GAAP). The accounting principles are those contained in the pronouncements of authoritative bodies including, but not necessarily limited to, the American Institute of Certified Public Accountants (AICPA); the Financial Accounting Standards Board (FASB); and the Government Accounting Standards Board (GASB).

### **Investment Return:**

Investment returns are calculated as total return, including interest earned, premiums, discounts and appreciation or depreciation of investment values. Investment return for purposes of benchmarking against performance indicators will be compared on a total portfolio basis.

### **Investment Costs:**

Investments will be carried at par. Losses on the sale of investments will be recognized at time of sale. Premiums or discounts on securities will be amortized or accreted over the life of the securities.

### **Investment Fee:**

Where allowable, an investment fee of .01% of portfolio par value may be deducted from interest earned and credited to the County General Fund each month. After deducting the investment fee, interest earnings will be credited as of the last day of each month to the funds from which the investment was made based on the average daily balance in the fund.

## **VI. Internal Controls:**

The Treasurer is responsible for establishing and maintaining an adequate internal control structure designed to reasonably protect the assets of Clackamas County from loss, theft or misuse. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuations of costs and benefits require estimates and judgments by management.

The internal controls shall address, at a minimum, the following points:

- Control of collusion.
- Separation of transaction authority from accounting and record keeping.
- Custodial safekeeping.
- Avoidance of physical delivery of securities whenever possible and address control requirements for physical delivery where necessary.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investments and wire transfers.
- Wire transfer and ACH agreements.
- Compliance and oversight with investment parameters including diversification and maximum maturity.

## **VII. Reporting Requirements:**

### **Reports to Governing Body:**

The Clackamas County Treasurer will provide a monthly report to the County Commissioners, the County Administrator, and the directors of all component units. This report will include but not necessarily be limited to: Portfolio activity, instruments held, market valuation, as well as any narrative necessary for adequate clarification.

### **Management Reports:**

The investment officer shall maintain up-to-date computer reports of portfolio activity providing reports which are timely and available both daily and weekly.

## **VIII. Investment Policy Adoption:**

This Investment Policy will be formally adopted by the Clackamas County Board of Commissioners, and will be readopted annually even if there are no changes.

Maximum investment maturity under this policy exceeds 18 months. As required, this investment policy was submitted to the OSTF Board for comment prior to its approval by the Clackamas County Board of Commissioners, and complies with the requirements of ORS 294.135.

## **IX. Qualified Financial Institutions:**

### **Providers of Investment Services:**

The Treasurer will maintain a list of all authorized Broker/Dealers and Financial Institutions authorized to provide investment services. To qualify for the list they must be an approved security Broker/Dealer selected by credit worthiness that is authorized to provide investment services in the State of Oregon.

These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposits exceeding federal insurance limits shall be made except in a qualified public depository as established by the State of Oregon.

### **Broker/Dealer Questionnaire:**

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Treasurer with the following information:

- Audited financial statement
- Proof of National Association of Security Dealers certification
- Proof of state registration.
- Completed Broker/Dealer Questionnaire.
- Certification of having read and understood the Clackamas County Investment Policy

### **Firm Approval:**

After due consideration and approval, the firm may be added to the list. The Treasurer will conduct a periodic review of the financial condition and registration requirements of qualified Broker/Dealers. Preferably, firms shall have a local office and Registered Representative in Oregon. However, the County will not exclude Broker/Dealers located outside the state as long as they are licensed in Oregon and meet all other qualifications.

An updated Broker/Dealer Questionnaire will be mailed to each firm periodically, and should be completed and returned to the Treasurer's office. Failure to complete the update questionnaire may lead to removal from the approved list.

Additions or deletions to the list will be made at the Treasurer's discretion.

## **X. Suitable and Authorized Investments**

**The following investments will be permitted by this policy, ORS 294.035 and 294.810:**

- U.S. Treasury Obligation (bills, notes and bonds)
- U.S. Government Agency Securities and Instruments of Government Sponsored Corps
- Banker's Acceptances (BA's) from qualified institutions
- State of Oregon Investment Pool
- Certificates of Deposits (CD's)  
(Subject to ORS 295 collateralization)
- Repurchase Agreements
- State and Local Government Securities
- Corporate Indebtedness

## **XI. Portfolio Diversification**

Diversification will be sought within the following guidelines with the purpose of reduction of overall portfolio risk while attaining market average rates of return. The investments shall be diversified by investment type, issuer and maturity.

Diversification will be measured on a total portfolio basis. Diversification within individual portfolios may deviate from the total portfolio requirements due to liquidity requirements.

Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer, investment type or maturity may be exceeded at a point in time subsequent to the purchase of a particular security. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future liquidations are made.



**Diversification by Type and Issuer:**

<u>Security</u>	<u>% limitation of total portfolio</u>
US Treasury	No Limit
US Government Agencies	No limit 50% in any single Government Sponsored Enterprise
State of Oregon Investment Pool	50% of total portfolio, or the maximum imposed by statute
Certificates of Deposit	50% of total portfolio 25% in any single qualified financial institution
Banker's Acceptances	50% of total portfolio 25% in any single qualified financial institution
Commercial Paper and Corporate Notes	35% of total portfolio, per ORS 294.035 5% in any one corporation, their subsidiaries or affiliates
State and Local Government Securities	25% of total portfolio
Repurchase Agreements	25% of total portfolio 10% in any single qualified financial institution

**Diversification by Maturity:**

Maturity limitations shall depend upon whether the funds being invested are considered short term or long term funds. All funds shall be considered short term except those reserved for capital projects (i.e., bond sale proceeds) and special assessment repayments being held for debt retirement.

- **Short Term Portfolio (maturity up to 3 years):**

Investment maturity for operating funds shall be scheduled to coincide with projected cash flow needs and timed to comply with the following guidelines:

Maturity will be laddered to provide for interest rate fluctuations and to minimize investment interest rate risk. Careful monitoring of interest rate fluctuation will provide a basis for evaluating risk and return.

1 to 90 day maturity	Minimum of 25% of total portfolio
1 to 365 day maturity	No limit
12 months to 24 months maturity	Maximum of 40% of total portfolio
24 months to 36 months maturity	Maximum of 30% of total portfolio

- **Long Term Portfolio (Capital Projects and Special Assessment Repayments):**

Maturity scheduling shall be timed according to anticipated need. For example, investment of capital project funds shall be timed to meet projected contractor payments. Investment of prepaid assessment funds shall be tied to bond payment dates, after cash flow projections are made using a forecasting model which considers prepayment rate, delinquency rate, interest on bonds, and income on investments.

The investments of bond proceeds are restricted under bond covenants that may be more restrictive than the investment parameters included in this policy. Bond proceeds shall be invested in accordance with the most restrictive parameters of this policy and the applicable bond covenants and tax laws.

This investment policy has been submitted for review by the OSTF Board as specified above and in accordance with ORS 294.135(1) (a), debt service reserves may be invested to a maturity date not exceeding five years. Otherwise debt service reserves shall not be invested to a maturity date exceeding one year.

## **XII. Bids and Offers**

Before any security purchase or sale is initiated, the Investment Officer shall first determine the appropriateness of seeking competitive bids or offers. Such factors to consider include where the securities are held, the size of the transaction, and the term to maturity. When required by tax laws or bond covenants competitive bids and offers shall always be sought for security purchases and sales of bond funds.

### **XIII. Collateralization:**

All bank deposits shall be held in qualified Oregon depositories in accordance with ORS Chapter 295.

Certificates of Deposit are considered investments under this policy, and are subject to the collateral requirements of ORS Chapter 295, except those specifically exempted under ORS 295.027.

ORS 294.035 (11) requires repurchase agreement collateral to be limited in maturity to three years and priced according to percentages prescribed by written policy of the Oregon Investment Council or the Oregon Short-Term Fund Board. On March 12, 1996, the OSTF Board adopted the following margins:

US Treasury Securities: 102%

US Agency Discount and Coupon Securities: 102%

Mortgage Backed and other: 103%

\*Limited to those securities described in ORS 294.035(1)

### **XIV. Performance Indicators:**

The performance of the County's portfolio shall be measured against the performance of the Oregon Local Government Investment Pool and the 90-day Treasury bill rate. It is the goal of the County to maintain an annualized yield that is not more than ½ percent (.5%) lower than the Oregon Local Government Investment Pool and is not less than ¼ percent (.25%) higher than the 90 day Treasury Bill yield. The County may also benchmark against any other indices it deems appropriate.

### **XV. Securities Lending:**

Pursuant to a formal securities lending policy, the Treasurer may enter into agreements to lend, for compensation, certain investments under a formal security lending agreement. At this time, the Treasurer has no agreements for security lending services, and no Clackamas County Securities Lending Policy is in place.

### **XVI. Additional Documents**

Other documents are used in conjunction with this policy, and are available from the Treasurer's office upon request.



NANCY S. BUSH  
DIRECTOR

DEPARTMENT OF DISASTER MANAGEMENT  
COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER  
2200 KAEN ROAD OREGON CITY, OR 97045

October 5, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #4 to Subrecipient Grant Agreement # 16-023  
with Department of Forestry, North Cascades District for  
Fire Prevention Coordination

<b>Purpose/Outcomes</b>	To provide fire prevention coordination in support of the Clackamas County Wildfire Protection Plan
<b>Dollar Amount and Fiscal Impact</b>	Amendment #4 does not include changes in the award amounts. There is no fiscal impact.
<b>Funding Source</b>	Title III allocations from the U.S. Department of Agriculture and the U.S. Department of the Interior
<b>Duration</b>	Effective November 1, 2015 and terminates on December 31, 2017
<b>Previous Board Action</b>	The Board last reviewed and approved this agreement on January 26, 2017, Agenda item C.1.
<b>Strategic Plan Alignment</b>	Public Safety
<b>Contact Person</b>	Nancy Bush, Director, 503-742-8665
<b>Contract No.</b>	16-023

**BACKGROUND:**

The Emergency Management Department requests the approval of Amendment #4 to Subrecipient Grant Agreement #16-023 with the Oregon Department of Forestry, North Cascades District for fire prevention coordination in support of the Clackamas County Wildfire Protection Plan.

This amendment extends the award performance period until December 31, 2017. No additional funds are provided.

**RECOMMENDATION:**

Staff recommends the Board approve this agreement.

Respectfully submitted,

Nancy Bush, Director  
Disaster Management

## Subrecipient Agreement Amendment Disaster Management Department

Subrecipient Agreement Number: 16-023      Board Agenda Number \_\_\_\_\_  
and Date \_\_\_\_\_

Amendment No. 4

Subrecipient: Oregon Department of Forestry – North Cascades District

Amendment Requested By: Nancy Bush, Director

Changes:       Scope of Services                       Agreement Budget  
                   Contract Time                                       Other: Special Conditions

### **Justification for Amendment:**

The subject agreement (the "Agreement") provides for fire prevention coordination and educational opportunities for homeowners in Clackamas County in support of Clackamas County Community Wildfire planning efforts and the development of Firewise communities in the wild land urban interface as identified in the Clackamas County Wildfire Protection Plan ("CCWPP").

This amendment to the Agreement extends the project period for all three projects to December 31, 2017. In addition, this amendment redistributes awarded funds between CFDA's based on available County funding. No additional funds are included with this amendment. This amendment is effective upon signature.

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

The Agreement is hereby amended as set forth below:

---

**AMEND:**

**AGREEMENT**

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the November 1, 2015 and shall expire on September 30, 2017, unless sooner terminated or extended pursuant to the terms hereof.

**TO READ:**

**AGREEMENT**

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the November 1, 2015 and shall expire on **December 31, 2017**, unless sooner terminated or extended pursuant to the terms hereof.

**AMEND:**

**AGREEMENT**

9.
  - i) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Request for Reimbursement using the following schedule:
    - For Fiscal Year 16-17 Quarter 1: October 31, 2016
    - For Fiscal Year 16-17 Quarter 2: January 31, 2017
    - For Fiscal Year 16-17 Quarter 3: April 30, 2017
    - For Fiscal Year 16-17 Quarter 4: July 15, 2017
    - For Fiscal Year 17-18 Quarter 1: October 31, 2017

**TO READ:**

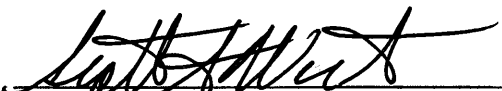
**AGREEMENT**

9.
  - j) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Request for Reimbursement using the following schedule:
    - For Fiscal Year 16-17 Quarter 1: October 31, 2016
    - For Fiscal Year 16-17 Quarter 2: January 31, 2017
    - For Fiscal Year 16-17 Quarter 3: April 30, 2017
    - For Fiscal Year 16-17 Quarter 4: July 15, 2017
    - For Fiscal Year 17-18 Quarter 1: October 31, 2017
    - **For Fiscal Year 17-18 Quarter 2: January 31, 2018**

Except as set forth herein, COUNTY and SUBRECIPIENT ratify the remainder of the Agreement and all Amendments and affirm that no other changes are made hereby.

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

**SUBRECIPIENT**

By:   
Steve Wilson, N. Cascades District Forester  
*Scott West for Steve Wilson.*

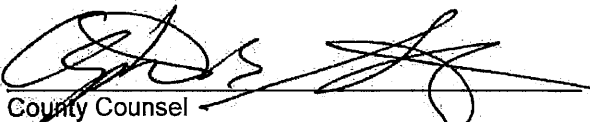
9/25/17  
Date

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Jim Bernard, Chair  
Clackamas County Board of Commissioners

\_\_\_\_\_  
Dated  
  
County Counsel

20 September 2017  
Dated

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Dated



NANCY S. BUSH  
DIRECTOR

DEPARTMENT OF DISASTER MANAGEMENT  
COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER  
2200 KAEN ROAD OREGON CITY, OR 97045

October 5, 2017

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Funding Agreement with Oregon State Police,  
Office of State Fire Marshal

<b>Purpose/ Outcomes</b>	To establish the terms and conditions of the distribution of the HAZMAT Rail Program funds. The funds will be used for a HAZMAT Rail Plan for the Clackamas County Local Emergency Planning Committee (LEPC).
<b>Dollar Amount and Fiscal Impact</b>	The IGA funding agreement maximum \$10,000 to be paid to Clackamas County Disaster Management (CCDM) in one installment at the completion of the HAZMAT Rail Plan, which will be completed by a contractor.
<b>Funding Source</b>	Oregon Office of State Fire Marshall
<b>Duration</b>	Effective on the date all parties have signed. Termination date will be 8 months later.
<b>Previous Board Action</b>	No previous BCC action has been taken.
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Nancy Bush, Director, Department of Disaster Management
<b>Contract No.</b>	OSP #: IGA-451-17

**BACKGROUND:**

The Disaster Management Department requests the approval of Intergovernmental Funding Agreement with Oregon State Police, Office of State Fire Marshal to fund an HAZMAT Rail Plan for the Local Emergency Planning Committee. The plan will address plans for responding to rail incidents involving HAZMAT in Clackamas County.

The contract is effective when all parties have signed and will expire eight months later. The IGA maximum amount is \$10,000 for a contractor to develop the plan.

**RECOMMENDATION:**

Staff recommends the Board approval of this IGA and authorizes Nancy Bush, Disaster Management Director to sign on behalf of Clackamas County.

Respectfully submitted,

Nancy Bush, Director  
Disaster Management Department



## INTERGOVERNMENTAL FUNDING AGREEMENT

This Agreement is entered into between the State of Oregon acting by and through its Department of State Police, for the benefit of its Office of State Fire Marshal, hereinafter referred to as “OSFM” and the Clackamas County Emergency Management, hereinafter referred to as “CCEM”.

### RECITALS

- A. By authority granted under ORS 190.110, a state agency or unit of local government of this state may cooperate by agreement or otherwise, with a state agency or unit of local government of this or another state in performing a duty imposed upon it or in exercising a power conferred upon it.
- B. In order to ensure a swift response to a hazardous substance rail incident and to minimize damage to people, property, and wildlife, OSFM is authorized under ORS 453.347 to assist with emergency response planning by appropriate agencies of local and state government, and may apply for funds to train, equip, and maintain an appropriate response capability at the state and local level.
- C. The parties desire to engage in this intergovernmental funding agreement for the mutual benefit of the parties. The OSFM desires to enter into this intergovernmental funding agreement to assist with local emergency response planning and support of an appropriate local hazardous materials (HAZMAT) by rail emergency response capability. CCEM requested to receive financial assistance from OSFM to carry out the planning for local oil or hazardous materials spills or releases, or the potential of spills or releases, during rail transport set forth in Exhibit A.

### TERMS OF FUNDING AGREEMENT

#### 1. PURPOSE; STATEMENT OF WORK.

1.1 Purpose. The purpose of this funding agreement is to establish the terms and conditions of the distribution of HAZMAT Rail Program funds and implementation of the project(s) set forth in Exhibit A, which funds local HAZMAT transportation by rail incident response plans for city/county emergency planning sections or local planning districts. The purpose of the project is to develop plans for responding to rail incidents involving HAZMAT.

1.2 Statement of Work. CCEM shall perform the following work in accordance with the terms and conditions of this Agreement.

*Develop a community HAZMAT Transportation by Rail Incident Response plan following the funding requirements and planning elements outlined in Exhibit A. The OSFM is able to provide up to \$10,000 in funds to Oregon’s Local Emergency Planning Committees (LEPC) or county emergency managers of local emergency planning districts developing their LEPCs as established by the Oregon State Emergency Response Commission (SERC). Funding is available through the allocation of general fund dollars through House Bill 3225 which directs the OSFM to coordinate planning for oil or hazardous materials spills or releases, or the potential of spills or releases, during rail transport.*

2. TERM / EFFECTIVE DATE.

- 2.1 This Agreement is effective on the date on which all parties have executed the Agreement and all required reviews and approvals are obtained (“Effective Date”). No work can be done under this Agreement until all required reviews and approvals have been obtained. No payment will be made for work performed outside the Effective Date and Termination Date of this Agreement.
- 2.2 This Agreement terminates in (8 months) from the effective date unless sooner terminated or extended pursuant to other provisions of this Agreement.

3. CCEM’S OBLIGATIONS.

- 3.1 CCEM agrees to comply with all project details set forth in Exhibit A, the Application For Funds, and the requirements identified.
- 3.2 CCEM agrees to submit to the OSFM a Request for Reimbursement (Exhibit C) with a copy of the response plan for verification and approval before payment is made by the OSFM. All Requests for Reimbursements must be submitted to the OSFM no later than thirty (30) days following the completion of the HAZMAT transportation by rail incident response plan.

4. OSFM’S OBLIGATIONS.

- 4.1 OSFM agrees to provide direction and support, on an “as needed” basis when reasonable, to CCEM.
- 4.2 OSFM agrees to work with CCEM to distribute announcements to public safety agencies across Oregon that may be interested in participating in the planning process.
- 4.3 OSFM agrees to reimburse the CCEM, up to the amount of **\$10,000.00**, for accomplishment of the aforementioned CCEM obligations as stated in Section 3. Questions regarding eligible costs should be addressed to the OSFM Hazmat Rail Program Coordinator identified in Section 5 of this Agreement, who will have final decision-making authority. Any funds disbursed to CCEM under this agreement that are expended in violation or contravention of one or more of the provisions of this Agreement (“Misexpended Funds”) must be returned to OSFM. CCEM shall return all Misexpended Funds to OSFM promptly, no later than 15 days after OSFM’s written demand.”

5. NOTIFICATIONS.

5.1 OSFM CONTACT.

Notifications required for the administration of this Agreement shall be sent to:

Chad Hawkins, Hazmat Rail Program Coordinator  
 Office of State Fire Marshal  
 3565 Trelstad Ave SE  
 Salem, OR 97317  
 Ph: 503-934-8212  
 Email: [chad.hawkings@state.or.us](mailto:chad.hawkings@state.or.us)

## 5.2 CCEM CONTACT.

Notifications required for the administration of this Agreement shall be sent to:

Nancy Bush, Director  
 Clackamas County Emergency Management  
 2200 Kaen Road  
 Oregon City, OR 97045  
 Ph: 503-655-8665  
 Email: [nbush@clackamas.us](mailto:nbush@clackamas.us)

## 6. TERMINATION.

- 6.1 This Agreement may be terminated at any time by mutual written consent of both parties.
- 6.2 OSFM may terminate this Agreement effective upon delivery of written notice to CCEM, or at such later date as may be established by OSFM, under any condition including, but not limited to the following:
- 6.2.1 If CCEM fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from OSFM, fails to correct such failures within five (5) days, or such longer period as OSFM may authorize.
- 6.2.3 If OSFM fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow OSFM, in the exercise of its reasonable administrative discretion, to continue to make the payments provided for in this Agreement.
- 6.2.4 If federal or state laws, regulations, or guidelines are modified, or interpreted in such a way that the work under this Agreement is prohibited, or if OSFM is prohibited from paying for such work from the planned funding source.
- 6.2.5 If CCEM fails to provide its share of the cost of the project.
- 6.3 Termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

## 7. NON-APPROPRIATION

The State of Oregon's payment obligations under this Agreement are conditioned upon OSFM receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSFM, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. CCEM is not entitled to receive payment under this Agreement from any part of Oregon state government other than OSFM. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OSFM certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within OSFM's current appropriation or limitation of the current biennial budget.

8. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION.

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between OSFM (and any other agency or department of the State of Oregon) and CCEM that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense of immunity, whether it is sovereign immunity or governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. CCEM, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

9. COMPLIANCE WITH GOVERNMENT REGULATIONS.

- 9.1 CCEM agrees to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230, and 279B.270, which are hereby incorporated by reference. Without limiting the generality of the foregoing, CCEM expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

10. CONTRIBUTION.

- 10.1 IF ANY THIRD PARTY MAKES ANY CLAIM OR BRINGS ANY ACTION, SUIT OR PROCEEDING ALLEGING A TORT AS NOW OR HEREAFTER DEFINED IN ORS 30.260 ("THIRD PARTY CLAIM") AGAINST A PARTY (THE "NOTIFIED PARTY") WITH RESPECT TO WHICH THE OTHER PARTY ("OTHER PARTY") MAY HAVE LIABILITY, THE NOTIFIED PARTY MUST PROMPTLY NOTIFY THE OTHER PARTY IN WRITING OF THE THIRD PARTY CLAIM AND DELIVER TO THE OTHER PARTY A COPY OF THE CLAIM, PROCESS, AND ALL LEGAL PLEADINGS WITH RESPECT TO THE THIRD PARTY CLAIM. EITHER PARTY IS ENTITLED TO PARTICIPATE IN THE DEFENSE OF A THIRD PARTY CLAIM, AND TO DEFEND A THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING. RECEIPT BY THE OTHER PARTY OF THE NOTICE AND COPIES REQUIRED IN THIS PARAGRAPH AND MEANINGFUL OPPORTUNITY FOR THE OTHER PARTY TO PARTICIPATE IN THE INVESTIGATION, DEFENSE AND SETTLEMENT OF THE THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING ARE CONDITIONS PRECEDENT TO THE OTHER PARTY'S LIABILITY WITH RESPECT TO THE THIRD PARTY CLAIM.
- 10.2 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE STATE IS JOINTLY LIABLE WITH THE CCEM (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM ), THE STATE SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE CCEM IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE STATE ON THE ONE HAND AND OF THE CCEM ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY

OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE STATE ON THE ONE HAND AND OF THE CCEM ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE STATE'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF THE STATE HAD SOLE LIABILITY IN THE PROCEEDING.

- 10.3 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE CCEM IS JOINTLY LIABLE WITH THE STATE (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), THE CCEM SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE STATE IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE CCEM ON THE ONE HAND AND OF THE STATE ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE CCEM ON THE ONE HAND AND OF THE STATE ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE CCEM'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF IT HAD SOLE LIABILITY IN THE PROCEEDING.
- 10.4 NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION 11, CCEM, AS THE RECIPIENT OF FUNDS, PURSUANT TO THIS AGREEMENT WITH THE STATE OF OREGON, SHALL ASSUME SOLE LIABILITY FOR CCEM'S BREACH OF THE CONDITIONS OF THE AGREEMENT, AND SHALL, UPON CCEM'S BREACH OF AGREEMENT CONDITIONS THAT CAUSES OR REQUIRES THE STATE OF OREGON TO RETURN FUNDS TO THE ISSUER, HOLD HARMLESS AND INDEMNIFY THE STATE OF OREGON FOR AN AMOUNT EQUAL TO THE FUNDS WHICH THE STATE OF OREGON IS REQUIRED TO PAY ISSUER.

## 11. REMEDIES.

In the event that CCEM violates any term or condition under this Agreement, OSFM shall have all remedies available to it under law, in equity, and under this Agreement.

## 12. THIRD PARTY BENEFICIARY.

OSFM and CCEM are the only parties to this Agreement and are the only parties entitled to enforce the terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

## 13. FORCE MAJEURE.

The parties shall not be held responsible for delay or default caused by fire, riot, acts of God and war, which are beyond the parties' reasonable control. The parties shall, however, make all

reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of the obligations under this Agreement.

14. ENTIRE AGREEMENT/WAIVER/MERGER.

This Agreement and attached exhibits constitute the entire Agreement between the parties on the subject matter hereof. 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 both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of OSFM to enforce any provision of this Agreement shall not constitute a waiver by OSFM of that or any other provision.

15. AMENDMENTS.

This Agreement may be amended by mutual agreement of both parties, but only to the extent permitted by applicable statutes and administrative rules. No amendment to this Agreement shall be effective unless it is in writing signed by the parties, and all approvals required by applicable law have been obtained.

16. RECORDS MAINTENANCE; ACCESS.

\_\_\_\_ shall retain, maintain, and keep accessible all records relevant to the Agreement for minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Agreement, whichever date is later. Financial records shall also be kept in accordance with generally accepted accounting principles. During the record retention period established in this section, the \_\_\_\_ shall permit the State, its duly authorized representatives, and the federal government access to the records at a reasonable time and place for the purposes of examination and copying.

17. SEVERABILITY.

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

18. COUNTERPARTS.

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE AUTHORITY TO SIGN AND BIND THEIR AGENCY, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

<b>CLACKAMAS COUNTY EMERGENCY MANAGEMENT</b> <hr/> Nancy Bush Director	<b>DATE:</b> _____
<b>OREGON OFFICE OF STATE FIRE MARSHAL:</b> <hr/> James L. Walker State Fire Marshal	<b>DATE:</b> _____

# **EXHIBIT A**

## **PROJECT GUIDELINES**

### **Essential Plan Elements**

With the goal of providing for consistency of emergency plans developed within different areas of the state, the following elements are recommended for HAZMAT by Rail Emergency Response Plan development, even though the predominant hazardous commodities being evaluated and planned for may change based on the area.

1. Identification of the volume, type, and frequency of the top three (minimum) HAZMAT commodities transported by rail through designated response area. May include additional hazardous commodities if deemed necessary.
2. Identification of rail transportation routes, rail facilities, transloading facilities, and other supporting infrastructure.
3. Identification of emergency response procedures by rail industry and local responders, including response times.
4. Designation of key response agencies along the rail line including, but not limited to; the railroad company, state partners (OSFM, OSP, DEQ, OEM, ODOT, OHA), federal partners (PHMSA, EPA, Coast Guard, FRA), tribal resources, OSFM Regional HAZMAT Teams, local fire/EMS/law enforcement, and private response contractors.
5. Outline of emergency notification and public information procedures from the initial phase of the incident to incident termination.
6. Description of how to determine the probable affected area(s) and population along the rail lines, critical and/or at risk facilities, to include historically and environmentally sensitive areas.
7. Inventory of local emergency response equipment, responder training, and capabilities/limitations.
8. Outline of evacuation plans, route identification, and plume modeling for critical areas.
9. Training programs and resources for first responders.
10. First responder incident action plan template and initial response checklist to accompany the plan.
11. Methods and potential scheduled timeframes for exercising the plan.
12. Identification of existing emergency response plans and mutual aid agreements within the specific response area and implementation of those plans.



# EXHIBIT B

## REQUEST FOR REIMBURSEMENT (RFR)

AGENCY:			
ADDRESS:			
CONTACT:			
PHONE:		E-MAIL:	
FED TAX ID#:		IGA#:	
PROJECT TITLE:			
REQUESTED AMOUNT:	\$10,000		
PREPARED BY:		TITLE:	
SIGNATURE OF AUTHORIZED SIGNER:		TITLE	
MAIL TO: OREGON STATE POLICE, OFFICE OF STATE FIRE MARSHAL, ATTN: CHAD HAWKINS, 3545 TRELSTAD AVE SE, SALEM, OR 97317			
FOR QUESTIONS, CONTACT CHAD HAWKINS AT <a href="mailto:CHAD.HAWKINS@STATE.OR.US">CHAD.HAWKINS@STATE.OR.US</a> OR 503-934-8227			



Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Contract Amendment with Mackenzie Engineering, Inc., dba Mackenzie for  
Clackamas County Employment Lands Assessment Program**

<b>Purpose / Outcome</b>	Approval of Amendment #4 with Mackenzie Engineering, Inc. dba Mackenzie and Clackamas County Business and Community Services Economic Development Department
<b>Fiscal Impact</b>	\$40,000 annually with a total not to exceed \$120,000 through June 30, 2020 Contract originally issued in 2015 at not to exceed \$40,000 annually. Total contract value from 2015 through expiration is \$240,000
<b>Funding Source</b>	BCS Economic Development funds
<b>Duration</b>	Upon approval through June 30 <sup>th</sup> , 2020
<b>Strategic Plan Alignment</b>	1. Build Public Trust Through Good Government 2. Grow a Vibrant Economy
<b>Previous Board Action</b>	No prior action
<b>Contact Person</b>	Catherine Grubowski-Johnson, Economic Development Manager 503-742-4303

**Background:**

Clackamas County's Business and Community Services, Economic Development Department is seeking Board approval of Amendment #4 to the Employment Lands Assessment Program contract with Mackenzie. The Employment Lands Assessment Program was approved by the Board in 2015 and then an RFP was issued. As a component of our Lands Assessment Program, we desire the ability to offer site evaluation services to property owners, developers, or businesses interested in locating or expanding on sites in Clackamas County on an as-needed basis. These services are intended to further economic development and business recruitment and expansion efforts.

**Procurement Process:**

This project was requested by Laura Zentner, Catherine Comer, and Jamie Johnk. Proposals were requested to complete specific work on the above mentioned project. This project was advertised in accordance with ORS and LCRB Rules on March 30, 2015. On April 14, 2015, one (1) proposal was received: Mackenzie Engineering Inc. The Evaluation Committee reviewed the single proposal and it was determined to be a responsive and responsible proposal. The total contract amount was not to exceed \$40,000.00 annually with the exception of the first year as an additional scope of work was added for this time period only. The total contract value is not to exceed \$240,000.00.

This contract amendment was approved by County Counsel.

**Recommendation:**

Staff respectfully recommends the Board approve the contract amendment with Mackenzie for Clackamas County Employment Lands Assessment Program.

Sincerely,

Laura Zentner, Deputy Director  
Business and Community Services

Placed on the **October 5, 2017** Agenda by the Procurement Division.

**AMENDMENT #4 / RENEWAL #3**

**TO THE CONTRACT DOCUMENTS WITH MACKENZIE ENGINEERING, INC. DBA MACKENZIE FOR CLACKAMAS COUNTY EMPLOYMENT LANDS ASSESSMENT PROGRAM**

This Amendment #4 / Renewal #3 is entered into between **Mackenzie Engineering, Inc. dba Mackenzie** (“Contractor”) Clackamas County Business & Community Services (“County”) shall become part of the Contract entered into between the parties on May 27, 2015.

The Purpose of the Amendment #4 / Renewal #3 is to make the following changes to the Contract:

1. Section I. **SCOPE** is hereby changed as follows:  
County is exercising the option to renew this Contract for the available remaining three one (1) year renewals left. The Contract termination date is hereby changed from June 30, 2017 to **June 30, 2020**.

County and Contractor acknowledge that services have been performed after the termination date and desire to revive and reinstate and pay for such work pursuant to this Amendment.

The attached Scope of Work (“SOW”) is good through June 30, 2020. Attached as **Exhibit “A”** and hereby incorporated by reference. There have been no material changes to the SOW in which only the time period has moved further out for each renewal.

2. Section II. **COMPENSATION** is hereby changed as follows:  
The fiscal year Compensation remains unchanged at **\$40,000.00** per year. Fiscal year is defined as July 1 through June 30. The maximum Compensation authorized under this Contract shall not exceed \$240,000.00.

Original Contract	\$40,000.00
Amendment #1	\$40,000.00 additional SOW for 1 <sup>st</sup> year only*
Amendment #2 / Renewal #1	\$40,000.00
Amendment #3	Correct and replace SOW**
<b>Amendment #4 / Renewal #2</b>	<b>\$120,000.00 Renew for 3 years at \$40,000 per year</b>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$240,000.00</b>

\* The first year of Work only, was doubled by Amendment including compensation.

\*\* At Amendment #2 / Renewal #1 the wrong SOW was attached to the Amendment. Amendment #3 corrected this.

3. ADD Section VII. **MERGER**:  
**MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.**

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #4 / Renewal #3, effective upon the date of the last signature below.

Mackenzie Engineers, Inc dba Mackenzie  
1515 SW Water Ave., Ste. 100  
Portland OR 97214

Clackamas County Board of County  
Commissioners by:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax Number

Approved as to Form:

884475-95  
Oregon Business Registry #

\_\_\_\_\_  
County Counsel

DBC / Oregon  
Entity Type / State of Formation

\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF WORK**

# MACKENZIE.

DESIGN DRIVEN | CLIENT FOCUSED

August 4, 2017

Clackamas County  
Attention: Catherine Grubowski-Johnson  
150 Beaver Creek Road  
Oregon City, OR 97045

Re: **Employment Lands Assessment Program**  
*Scope of Work for Year 3 Services*  
Project Number 2150183.00

Dear Catherine:

We are providing a detailed scope of work for the site assessments for your approval. We understand that as a component of your Lands Assessment Program, you desire the ability to offer site evaluation services to property owners, developers, or businesses interested in locating or expanding on sites in Clackamas County on an as-needed basis. These services are intended to further your economic development and business recruitment and expansion efforts.

In response to this need, Mackenzie is pleased to provide the following scope of services. These services have been organized to be executed either as standalone deliverables or in combination as directed by County staff. We have assigned a unit contract price for each deliverable and have shown that in the title line for each. This scope of work will be performed through June 30th of 2018. Each of these services is intended to assist Economic Development staff in retaining or recruiting employers to Clackamas County. The maximum value of this contract will not exceed \$40,000 without approval from Clackamas County.

## SCOPE OF SERVICES

### Structural Engineering:

#### ***Building Condition Assessment***

*Fee – per assessment: \$1,500*

Structural engineering assessment of existing building will focus on three issues: existing deficiencies or deterioration, impacts of a proposed change in use, and impacts of a proposed modification to the structure. Mackenzie's deliverable is a written assessment of the analyzed use.

### Architectural:

#### ***Building Assessment***

*Fee – per assessment: \$1,500*

Architectural services for the assessment of an existing building for a tenant expansion or building re-use. Based on a site visit and general observation, this assessment involves the review of general building and ADA accessibility conditions and general fire and life safety conditions related to occupant egress. Mackenzie's deliverable is a written assessment summarizing our review.



P 503.224.9560 ▪ F 503.228.1285 ▪ W [MCKNZE.COM](http://MCKNZE.COM) ▪ RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214  
ARCHITECTURE ▪ INTERIORS ▪ STRUCTURAL ENGINEERING ▪ CIVIL ENGINEERING ▪ LAND USE PLANNING ▪ TRANSPORTATION PLANNING ▪ LANDSCAPE ARCHITECTURE  
Portland, Oregon ▪ Vancouver, Washington ▪ Seattle, Washington

**Interior Design and Space Planning:**

***Block Diagram Test Fit***

*Fee – per test fit: \$2,500*

For large spaces (in excess of 10,000 square feet) and clients with complex space needs, Mackenzie will assist with conceptual space planning. When the tenant provides a program of space needs with adjacencies and approximate square footages, Mackenzie will develop a block diagram test fitting the tenant's program into the building footprint. The deliverable will be a printed CAD drawing of the block diagram. This service requires a CAD base be provided by the building owner for the area included.

***Space Evaluation***

*Fee – per evaluation: \$2,500*

Meet with a client to evaluate existing or potential space. This could be either reconfiguring existing space or evaluating a potential new space. We will meet to discuss space planning and interior design options to assist the client with making the best use of the existing/proposed space. We can also walk through a new space with a client looking to relocate to a new building space. The deliverable for this service is a two-hour onsite meeting with an interior designer, space planner, or architect, and a summary letter outlining the concepts discussed in the site meeting.

**Site Selection:**

***Site Test Fit for Potential User***

*Fee – per test fit: \$2,500 - \$5,000*

Site planning services to test a new commercial or industrial building on a vacant site to determine the potential fit for a client. Utilizing applicable zoning code standards, Mackenzie will prepare a graphic illustration of a building on the site showing parking, maneuvering, loading, landscaping, and anticipated stormwater treatment area. The level of effort for this service will be contingent upon the level of detail and format desired, ranging from a baseline CAD layout to fully colored renderings.

***Development Feasibility Report (DFR)***

*Fee – per DFR: \$2,000*

Provide a Development Feasibility Report specific to an identified site under consideration by a client. The written report will include a summary of the site zoning requirements for the proposed use, a review of the permitted uses, the likely approval process for the targeted user, required landscaping setbacks, required parking, loading requirements, screening and buffering requirements, building height restrictions, nearest available water and sewer location and size, and identification of any overlay zones or additional zoning code requirements for development. The deliverable will be a report summarizing all of the above.

***Fee and Property Tax Estimate***

*Fee – per estimate: \$1,000*

Prepare a preliminary permit fee estimate (system development charges, permit/connection fees, etc.) utilizing the client's site development program. Conduct an assessment of annual property taxes considering potential applicable incentive programs. This assessment can be developed as a comparison report across site alternatives.





**Workforce Assessment**

*Fee – per assessment: \$2,500*

Mackenzie will provide an assessment of workforce characteristics for a customized labor shed. This assessment will identify the likely commute shed for a subject site, and conduct an assessment of the occupational profile of the labor shed. The assessment will identify the top occupations relevant to a specific user and map their location within the identified labor shed. The deliverable for this service will be a report suitable for client/investor distribution.

**Industry/Employer Assessment**

*Fee – per assessment: \$1,500*

Mackenzie will provide an assessment of industry and major employer concentrations specific to a particular user. The intent of this report would be to demonstrate the industry cluster/supply chain network of specific industries. Results would be represented in a graphical map with associated tables. The deliverable for this service will be a report suitable for client/investor distribution.

**FEE SUMMARY**

Our fee for the above scope of services will be billed as a lump sum for each of the deliverables, not to exceed a total contract amount of \$40,000, which will be billed monthly as deliverables are completed. We are able to begin this work immediately upon approval of the scope.

Reimbursable expenses (printing, copying deliveries, mileage, etc.) are included in the fee outlined above.

**ASSUMPTIONS**

In addition to the scope of work outlined above, we have assumed the following:

- Clackamas County will provide current electronic files or any other reports and/or surveys that are available and other studies and/or reports that have already been completed as may be necessary for completion of the project.
- Clackamas County will approve the documents at the conclusion of each phase prior to proceeding with the next phase. Redesign efforts after prior Client/Owner approvals, including but not limited to modifications, or other such changes, will be provided as an additional service, with scope, schedule, and fees to be evaluated on a case-by-case basis.
- All meetings will occur at Clackamas County offices.

**EXCLUSIONS**

In addition to any exclusions outlined within the proposal above, we have also excluded the following from our proposed scope of work.

- Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project.
- Land survey, topographic survey, tree survey, or metes and bounds descriptions and related specifications.
- Soils investigations/testing and related specifications.
- Meetings with public agencies or other meetings other than those specifically identified above.



Clackamas County  
Employment Lands Assessment Program  
Project Number 2150183.00  
August 4, 2017  
Page 4

- Environmental review.
- Sensitive lands and/or wetlands delineation and/or mitigation design/approvals.
- Traffic analysis.
- Presentation-level 3D renderings or other than conceptual site plans.
- Construction cost estimating.
- Marketing materials.

It is our understanding a first task order may start on August 1, 2017. If the proposal is agreeable to you, we assume this will be attached to a contract by addendum provided by Clackamas County. Please note that this proposal is valid through June 30, 2018.

We look forward to working with Clackamas County on this new project in the next fiscal year. If you need additional information or have any questions, please do not hesitate to call.

Sincerely,



Gabriela Frask  
Land Use Planner

Enclosure: Reimbursable Rates Schedule



# MACKENZIE.

P 503.224.9560 • F 503.228.1285 • W MCKNZE.COM  
RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214

Portland, Oregon • Vancouver, Washington • Seattle, Washington

## REIMBURSABLE CHARGES

Mackenzie will charge the following standard, cost-based rates for in-house reimbursable items listed below:

### IN-HOUSE PRINTING

#### ***Fax***

Local: \$1.00/sheet  
Long distance: \$1.30/sheet

#### ***Scanning – Black & White***

Small Format: \$0.25/sheet  
(8-1/2 x 11 - 11 x 17)  
  
Large Format: \$1.00/sheet  
(Including Half Size)

#### ***Scanning – Color***

Small Format: \$0.50/sheet  
(8-1/2 x 11 - 11 x 17)  
  
Large Format: \$3.00/sheet  
(Including Half Size)

#### ***Bond Copies***

Black & White:  
8-1/2 x 11: \$0.10/sheet  
11 x 17: \$0.50/sheet

Color:  
8-1/2 x 11: \$1.00/sheet  
11 x 17: \$1.65/sheet

#### ***Printing – All Sizes***

Black & White: \$0.16/sq. ft.  
Color: \$1.00/sq. ft.

### OTHER IN-HOUSE REIMBURSABLE ITEMS

#### ***Digital Photo Documentation***

\$15.00/download

#### ***Check Generation Fee***

\$25.00

#### ***Automobile Mileage***

Billed according to IRS guidelines

#### ***Delivery Service***

Fixed rates: \$7.75 to \$54.40  
(depending on mileage)

#### ***Data Supplies***

CD documentation: \$15.00  
DVD documentation: \$30.00

#### ***Report Binder***

Without tabs: \$3.00/book  
With tabs: \$4.00/book

#### ***Foamcore:***

\$4.25/sheet



**DAN JOHNSON**  
MANAGER

**DEVELOPMENT AGENCY**

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Trench Line Excavation for Construction of the  
115<sup>th</sup> Avenue Utility Line Extension Project**

<b>Purpose/Outcomes</b>	This contract will provide funding for construction of the 115 <sup>th</sup> Avenue utility line extension project.
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$248,750.00
<b>Funding Source</b>	Clackamas County Development Agency: Clackamas Industrial Area Urban Renewal District - no County General Funds are involved.
<b>Safety Impact</b>	This project will provide sewer and water lines to property that will be utilized for housing.
<b>Duration</b>	The contract will terminate on December 31, 2017.
<b>Previous Board Action</b>	The Board of County Commissioners previously directed advancement of infrastructure design and construction that is necessary to support temporary housing to be located off of SE115 <sup>th</sup> Avenue.
<b>Contact Person</b>	David Queener, Program Supervisor, Clackamas County Development Agency – (503) 742-4322

**BACKGROUND**

The Development Agency is prepared to begin construction of the SE 115<sup>th</sup> Avenue utility line extension project. This project will install new water and sewer lines from SE Jennifer Street to currently undeveloped property at the end of 115<sup>th</sup>, a distance of approximately 630 feet.

**PROCUREMENT PROCESS:**

This project advertised in accordance with ORS and LCRB Rules on August 30, 2017, Bids were publicly opened on September 20, 2017. Three (3) bids were received: GT General, \$420,781.52; Jim Smith Excavating, \$299,564.00; and Trench Line Excavation, Inc., \$248,750.00. Trench Line Excavation, Inc. was determined to be lowest responsive bidder. The total contract amount is not to exceed 248,750.00.

The project specifications require a contract expiration date of December 31, 2017.

County Counsel has reviewed and approved this contract.

**RECOMMENDATION:**

Staff recommends the Board approve and sign the contract with Trench Line Excavation for construction of the 115<sup>th</sup> Avenue utility extension project.

Respectfully submitted,

David Queener  
Development Agency Program Supervisor

Placed on the \_\_\_\_\_ Agenda by the Purchasing Division



## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and **Trench Line Excavation, Inc.**, hereinafter called the "Contractor" (collectively, the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

### **Project Name: #2017-74 SE 115<sup>th</sup> Avenue Utility Extension Project**

#### **1. Contract Price, Contract Documents and Work.**

The Contractor, in consideration of the sum of Two Hundred-Forty Eight, Seven Hundred and Fifty Dollars (\$248,750.00) (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in General Conditions for Construction for (Certified LPA) Clackamas County ("General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Public Improvement Contract Opportunity
- Instructions to Bidders
- Supplemental Instructions to Bidders
- Bid Bond
- Bid Proposal and Schedule of Prices
- Public Improvement Contract Form
- First-Tier Subcontractor Disclosure Form
- Performance Bond and Payment Bond
- Prevailing Wage Rates
- Plans, Special Provisions and Drawings
- General Conditions for Constructions for (Certified LPA) Clackamas County

#### **2. Representatives.**

Contractor has named William Richter as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates David Queener as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

#### **3. Key Persons.**

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

**Project Executive:** William Richter shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

**Project Manager:** Derek Bennett shall be the Contractor's project manager and will participate in all meetings throughout the project term.

**Job Superintendent:** Chris Stoddard shall be the Contractor's on-site job superintendent throughout the project term.

**Project Engineer:** William Boquist shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

#### **4. Contract Dates.**

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: 30 days from NTP

FINAL COMPLETION DATE: 45 days from NTP

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

#### **5. Insurance Certificates.**

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us).

#### **6. Tax Compliance.**

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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

**7. Confidential Information.**

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner (“Confidential Information”). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

**8. Counterparts.**

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

**9. Integration.**

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

**10. Liquidated Damages**

The Contractor acknowledges that the County will sustain damages as a result of the Contractor’s failure to substantially complete the Project in accordance with the Contract Documents and Special Provision Section 00180.85. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

Signature page to follow.



