

BOARD OF COUNTY COMMISSIONERS

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

AGENDA *Revised

(Item E.1 was labeled in error and changed to V.1 WES)

Thursday, March 12, 2015 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2015-19

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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

1. Presentation to Clackamas County Service District No. 1 by the Energy Trust of Oregon, Incentive Award for Water Environment Services (WES) for Kellogg Creek Water Pollution Control Plant – Aeration Basin Improvements Project (Greg Geist, WES)

III. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

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

A. Health, Housing & Human Services

- 2 1. Approval of a Revenue Memorandum of Agreement with CareOregon, Inc. to Develop Improved Engagement and Access to New Members and Develop Clinical Care Teams at the Clackamas County Health Centers – *Health Centers*
- 3 2. Approval of an Intergovernmental Program Performance Agreement with Clackamas Education Service District – *Children, Youth & Families*
- 4 3. Approval to Apply to Oregon Department of Education, Oregon Youth Development Division Youth and Community Grant to Improve Education and Workforce Success for Youth - *Children, Youth & Families*
- 5 4. Approval of Grant Award Agreement with Oregon Department of Education- Early Learning Division to Develop Focused Child Care Networks - *Children, Youth & Families*

B. Finance Department

- 6 1. Approval of a Contract with Hydro-Temp Mechanical, Inc. for the New Membrane Roofing System and HVAC Replacement at the Clackamas County Jail Facility
- 7 2. Resolution No. _____ Acknowledging Expenditures in Excess of Appropriations for Fiscal Year 2014 and Describing Corrective Action in Accordance with ORS 297-466

C. Elected Officials

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

D. Business & Community Services

- 9 1. Approval of an Intergovernmental Agreement between the City of Oregon City and Clackamas County for Oregon City Enterprise Zone Program Management

***V. WATER ENVIRONMENT SERVICES**

- 10 1. Authorization for County Counsel to Initiate Litigation against the City of Oregon City on behalf of Clackamas County Tri-City Service District

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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

www.clackamas.us/bcc/business.html



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Gregory L. Geist
Interim Director

March 12, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Presentation to Clackamas County Service District # 1 by the
Energy Trust of Oregon—Incentive Award for Water Environment Services for
Kellogg Creek Water Pollution Control Plant - Aeration Basin Improvements Project

Purpose/Outcomes	Final Energy Trust incentive check for the completed Aeration Basin Improvements Project at the Kellogg Creek Water Pollution Control Plant.
Dollar Amount and Fiscal Impact	The final incentive amount is \$127,752.00
Funding Source	Clackamas County Service District #1 & Energy Trust of Oregon
Safety Impact	Decreases the amount of maintenance needed and the time staff is exposed to the dangers of working on old equipment
Duration	Design started December 2013; construction completed December 2014
Previous Board Action/Review	Engineering design agreement with Brown & Caldwell approved at December 12, 2013 session. Construction contract with Stettler Supply Company approved at the June 12, 2014 session.
Contact Person	Maureen A. Kenney - (503) 742-4561
Contract No.	P112065

BACKGROUND:

Prior to this project, the Kellogg Creek Water Pollution Control Plants existing aeration basin diffuser system had been in place since the plant was constructed in the 1970's. Diffusers are necessary to efficiently distribute large amounts of air into the wastewater stream, maximizing the bacterial treatment process. This project replaced those aged and much less-efficient diffusers with newer technology air diffusers that are significantly advanced in both diffusion of air and in energy savings. Total project costs were offset by funds granted from the Energy Trust of Oregon

RECOMMENDATION:

Staff invites representatives from the Energy Trust of Oregon to the March 12, 2015 BCC meeting to present/recognize the work of the Aeration Basin Improvements Project team for the Kellogg Creek Water Pollution Control Plant; and, welcome members of the BCC to make any remarks and join in a photo opportunity.

Respectfully submitted,

Gregory L. Geist, Interim Director
Clackamas County, Water Environment Services

March 12, 2015

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of a Revenue Memorandum of Agreement with CareOregon, Inc. to develop improved engagement and access to new members and develop clinical care teams at the Clackamas County Health Centers

Purpose/Outcomes	CareOregon, Inc. is a health plan provider and assigns their members to Clackamas County Health Centers Division (CCHCD) for care. CareOregon, Inc. will collaborate with CCHCD and fund the initial development of improved member access and clinical care teams.
Dollar Amount and Fiscal Impact	This is a No Maximum agreement. CareOregon, Inc. to pay County \$10.00 per assigned member over the life of agreement. Estimated to be approximately 1.5 million in revenue.
Funding Source	Fee for service. No County General Funds are involved.
Safety Impact	None
Duration	Effective August 1, 2014 and terminates on July 31, 2015
Previous Board Action	No previous action
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	7071

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services requests the approval of a Revenue Memorandum of Agreement with CareOregon, Inc. to develop improved engagement and access to new members and develop clinical care teams at the Clackamas County Health Centers

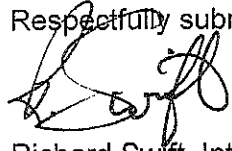
This project is intended to support the collaboration between CCHCD and CareOregon, Inc. in areas related to clinical improvement, infrastructure and achieve outcome goals of better access and development of team based care.

This is a No Maximum agreement. CareOregon, Inc. will pay CCHCD \$10.00 per assigned member. Estimated to be approximately \$1.5 million in revenue. The Agreement is effective August 1, 2014 and terminates July 31, 2015. This Agreement is retro-active due to late receipt from CareOregon, Inc.

Recommendation

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

Respectfully submitted

A handwritten signature in black ink, appearing to read "Richard Swift", written over the text "Respectfully submitted".

Richard Swift, Interim Director

Contract #7071

CareOregon, Inc.
Letter of Agreement

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County acting by and through its Health, Housing and Human Services Department, Health Center Division (Provider) for the time period beginning August 1, 2014 to July 31, 2015.

Project: Clackamas County /CareOregon Collaboration
Contact/Lead: Rich Swift
Phone: 503-650-5694
E-mail: rswift@co.clackamas.or.us

CareOregon Agreement Number: 14-1201
CareOregon Contact: Scott Clement
Phone: 503-416-1404
E-mail: clements@careoregon.org

Background:

The purpose of this Agreement is to describe a funding arrangement intended to help stabilize and enhance delivery of primary care services to the CareOregon RAE HealthShare members assigned to the Provider's clinics.

Objective:

This Agreement is to assure new and existing members have access to the Provider's integrated delivery system. The project is intended to support the collaboration between Provider and CareOregon in areas related to clinical improvement, infrastructure and achieve outcome goals as defined below and in Exhibit A.

Outcome Goals:

Area	Metric	Current Performance	Goal
Access and Engagement	% assigned population seen	51%	61%
Access and Engagement	# days until new appointment	6 days	< 2 weeks
Team Based Care	SBIRT screening	2.4%	4%
Team Based Care	CRC Screening	48%	50%
Team Based Care	Developmental Screening	3.8%	36%
Team Based Care	Adolescent Well Child Check	33.8%	37%

I. Payment.

- A. CareOregon will pay Provider a per member per month (PMPM) payment of \$10.00 for members assigned to the Gladstone Community Clinics, Beaver Creek Clinic, Sandy Health and Wellness and Sunnyside Health and Wellness payable monthly starting August 2014.
- B. Gladstone Community Clinic monthly payments will begin September 2014 as Gladstone Community Clinic has already received an August (PMPM) monthly payment.
- C. Provider agrees that this payment is for the time period outlined above only and does not imply or guarantee ongoing funding.
- D. Either party can terminate this agreement with 30 days written notice. Provider acknowledges network wide changes to base fee for service reimbursement and enhanced PMPM payment will be proposed and could be implemented by March 31, 2015. When these network wide changes occur, enhanced PMPM payment as described in this agreement will end and Provider will move to the new payment schedule.

II. Miscellaneous.

- A. Should Provider's participation contract with CareOregon terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the time period outlined above.
- B. Provider agrees to uphold all confidentiality provisions of the Agreement between CareOregon and Provider, and specifically safeguard the health information of CareOregon members as it applies to activities related to this program.

Agreed to on behalf of Clackamas Community
Health Division:

Signature

Name: _____

Title: _____

Date: _____

Agreed to on behalf of CareOregon:

Signature

Name: Scott Clement

Title: Chief Network Officer

Date: _____

EXHIBIT A

Clackamas County Health Department/CareOregon Collaboration

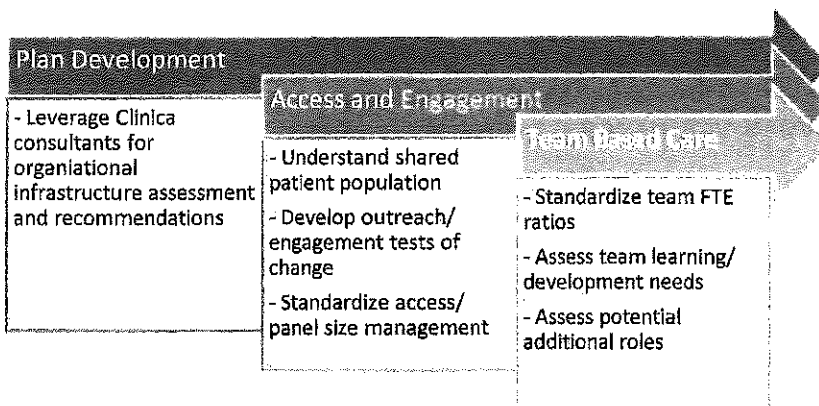
Purpose

The purpose of this proposal is to support the initial funding by CO to Clackamas County Health Department (CCHD) to enable the development and launch of improved engagement and access for new patients and fully developed and deployed clinical care teams. The project is to assure new and existing members have easy access to CCHDs integrated delivery system that addresses the real needs of patients.

The project is intended to be a one year initiative funded with payment support from CO. Though, the project is about more than payment and a project. It is intended to support the collaboration between CCHD and CO in areas related to clinical improvement and infrastructure and develop a shared understanding of priorities and priority processes necessary to achieve the outcomes. CO and CCHD agree that this initial year of funding is intended to support capacity and team building at CCHD and is intended to be leveraged into ongoing, sustainable payment methodologies after the duration of the project.

Scope

The project will be broken into 3 separate but related steps (see Logic Model for complete strategy):



Plan Development

CCHD will leverage the consulting services of Pete Leibig and Carolyn Shepherd, retired CEO and Medical Director of Clinica, a high performing FQHC in Colorado. This opportunity will allow for an assessment focused on systems related to patient access, care continuity, health outcomes, staffing/leadership standards, care and call scheduling systems, as well as the use of information and technology to support care teams.

- In collaboration with CCHD leadership, assess current organizational structure and systems in a search for high value improvement opportunities.
- Identify top priorities for improvement in achieving the aims of the Care Oregon APM.
- Share policies, procedures and practices from Clinica FHS's care system and explore their feasibility for implementation at CCHD.
- In collaboration with CCHD leadership agree upon a plan of action for implementing high impact improvements in the CCHD delivery system.

CCHD, in discussion with CO staff, will take the information available from the assessment to develop a plan to implement processes related to access and engagement and team based care to achieve the mutually identified outcomes. The process will take the ideas in the following sections and turn them into a comprehensive project plan.

Access and Engagement

Activities related to **access and engagement** include:

- Develop shared understanding of patient population between CO Assigned patients and CCHD established patients to get to a targeted list of unengaged patients and an ongoing process for reconciliation and communication
- Develop, pilot, and spread pediatric and adult-specific outreach strategies including age/gender stratification and prioritization for prevention-related outreach
- Develop, pilot, and spread pediatric and adult-specific onboarding processes including RN and MA-related patient preparation processes (progressive visits)
- Develop, pilot, and spread new patient orientation process:
 - Telephonic medical history including Problem List, Medication List, and History
 - Standardize practice new patient orders for screening and chronic disease labs
 - Previous record retrieval through CareEverywhere
 - New patient information packet
- Phone System
 - Develop staffing plan for phone management system
 - Develop, pilot, and spread a team based telephone management system that will allow for telephone advice
- Panel Size Management
 - Develop panel size policy and implementation plan
- Template Management
 - Develop standardized templates that support the panel size policy
 - Develop standard agreements for scheduling and appointing processes

Team Based Care

Activities related to **Team Based Care** include:

- Assess current team roles and FTE and develop a plan for standardizing team roles
- Develop and standardize the process for utilizing team members to proactively identify patients that are in need of screening and chronic disease labs for those patients coming in for appointments
 - Agreement on key standards of care
 - Development of Standing orders/protocols to support team based deployment of this work
- Refine Nurse case management role. Areas of focus include diabetes, heart failure, obesity, back/chronic pain, and tobacco abuse.

Outcomes

Area	Metric	Current Performance	Goal	Data Source
Access and Engagement	% assigned population seen by CCHD	51%	61%	CO Claims
	# days until new patient appointment	6 days	< 2 weeks	CO Calls?
	CCHD metric – access			
	CCHD metric – access			
Team Based Care	SBIRT Screening	2.4%	4%	HSD Dashboard
	CRC Screening	48%	50%	CO Claims
	Developmental Screening	3.8%	36%	HSD Dashboard
	Adolescent Well Child Check	33.8%	37%	HSD Dashboard
	CCHD metric – teams?			

Care Oregon/Clackamas Health Centers Logic Model

Expanding the capacity of CCHC to improve core operational objectives and improve patient access and engagement

PRIORITIES	INPUTS	OUTPUTS		OUTCOMES			IMPACT
		Activities	Participation	Q1	Q2-Q3	Q4	
<p>Improve patient access and engagement</p>	<p>Care Oregon funding</p>	<p>System Assessment: Local assessment by management to identify team roles and structure, identify gaps in team staffing. Identify interim staffing strategy to fill gaps.</p> <p>Technical assistance provided by Care Oregon via consultant. Evaluate team design and infrastructure</p>	<p>Communication to Health Center staff. Information sharing and acknowledgement of feedback from staff retreat.</p>	<p>Develop implementation plan with clinical operations team. Identify and develop training needs. Identify pilot site for team changes.</p> <p>Implement new scrubbing tools</p> <p>Expand use of MyChart</p> <p>Assess panel size. PCP vs. Patients seen with the past 12 months.</p> <p>Develop formula for new patient access on provider panels</p>	<p>Introduce standard work for care teams. Identify chronic disease and outreach reports.</p> <p>Review recommendations from outside consultants. Identify areas to move forward. Budget analysis of cost related to changes</p>	<p>Summary report to include improvement on quality measures. Staff engagement Patient satisfaction Productivity</p> <p>Strategy for sustaining gains Identify strategy for local improvement (ex. Sustainability teams at clinic sites)</p>	<p>Improved patient engagement. Improved staff retention, improved quality measures. Infrastructure of Health Centers positioned to be proactive vs. reactive in implementation of new work.</p>
<p>Improve and expand care teams</p>	<p>Existing infrastructure allows for additional support roles ex. Community Outreach Workers Behavioral Health Consultants</p>	<p>Role Expansion – External: Implement Health Resilience Workers</p>	<p>New patient access and barrier reduction</p>	<p>Proactive care delivery</p>			



COPY

Richard Swift
Interim Director

March 12, 2015

Board of County Commissioner
Clackamas County
Members of the Board:

Approval of an Intergovernmental Program Performance Agreement with
Clackamas Education Service District

Purpose/Outcomes	These funds will be used to provide training of early childhood professionals on <i>Second Steps</i> curriculum; and early childhood development training for parents.
Dollar Amount and Fiscal Impact	This Program Performance Agreement between Clackamas Education Service District and Clackamas County Children, Youth & Families Division involves funding in the amount of \$71,000.
Funding Source	Oregon Department of Education – Early Learning Division State General Funds –No County General Funds will be involved.
Safety Impact	N/A
Duration	February 24, 2015, terminates on June 30, 2015
Previous Board Action	N/A
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	#7061

BACKGROUND:

The Children, Youth & Family Division (CYF), of the Health, Housing & Human Services Department request approval of the Intergovernmental Program Performance Agreement with Clackamas Education Service District. This agreement will fund the Early Learning Council-Clackamas County Family Support program.

The Oregon Family Support Grant funding is an integral part of the Oregon Early Learning Hub initiative and has been designated to be funded through the Clackamas Early Learning Hub which is administered by H3S-Clackamas County Children, Youth and Families Division. The purpose of the Clackamas Family Support Grant program will be to:

- Increase kindergarten readiness for 2,000 children ages 0-6 by fostering improved social skills and approaches to learning development; future cohorts would benefit through a sustained implementation model
- Strengthen family connections to the educational setting and engage families as the primary teacher in at-risk families
- Provide access to high-quality parenting education to target underserved populations.

Healthy Families. Strong Communities.

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

www.clackamas.us

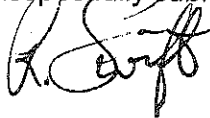
The Family Support Grant program will provide a two-fold process which will include: 1) training of early childhood professionals on *Second Steps* curriculum; and, 2) early childhood development training for parents. The programs included in this project are Clackamas ESD-Oregon Head Start Pre-K Program, Early Intervention-Special Education, and Child Care Resource & Referral providers and the parents they serve. As a result of these trainings, the trainees will implement early learning strategies into their work with parents and children they are currently serving. It is estimated that through this training model over 85 adults and 2,000 children will be impacted.

The contract template has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this Intergovernmental Program Performance Agreement and authorizes Richard Swift, Interim H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written in a cursive style.

Richard Swift, Interim Director

INTERGOVERNMENTAL AGREEMENT

(FY14-15)
INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY – Children, Youth & Families, OREGON
AND

Clackamas Education Service District-Early Intervention-Special Education

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and Clackamas Education Service District-Early Intervention-Special Education (AGENCY) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for a cooperative working relationship for the purpose of providing parent education training support to staff and families participating in Clackamas County Early Intervention-Special Education, Oregon Head Start Pre-Kindergarten Program and Child Care Resource & Referral of Clackamas County programs. Training supports will include training on the Early Learning Childhood Social/Emotional *Pyramid Model*, *Positive Discipline* and *Second Steps*.

II. Scope of Work and Cooperation

- A. AGENCY agrees to coordinate and implement the strategies outlined in Exhibit 1 attached.

III. Compensation

The COUNTY agrees to pay AGENCY an amount not to exceed **\$71,000** during the **2014-2015 fiscal year** for the services outlined in Section II.A.

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

All requests for payment are subject to the approval of the COUNTY and will be submitted to:

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

IV. Liaison Responsibility

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

INTERGOVERNMENTAL AGREEMENT

V. Special Requirements

- A. The COUNTY and AGENCY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Indemnity. The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of the AGENCY or the AGENCY's employees, subject, where applicable, to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

1. Commercial General Liability Insurance

Required by COUNTY Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

2. Commercial Automobile Insurance

Required by COUNTY Not required by COUNTY

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

3. Professional Liability Insurance

Required by COUNTY Not required by COUNTY

AGENCY agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1 Million combined single limit per occurrence/\$2 Million general annual aggregate for malpractice or errors and omissions coverage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The County, at its option, may require a complete copy of the above policy.

INTERGOVERNMENTAL AGREEMENT

4. Additional Insurance Provision

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

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

5. Notice of Cancellation.

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

6. Insurance Carrier Rating.

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

7. Certificates of Insurance.

As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

8. Independent Contractor Status.

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

9. Primary Coverage Clarification.

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

INTERGOVERNMENTAL AGREEMENT

10. Cross-Liability Clause.

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

- C. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- D. **Access to Records.** The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the AGENCY which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- E. This agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

VI. Amendment

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

This agreement becomes effective February 24, 2015. This contract will terminate June 30, 2015.

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

Upon termination of this agreement, any unexpended balances of agreement funds shall remain with the COUNTY.

INTERGOVERNMENTAL AGREEMENT

GOVERNMENTAL UNIT



By

Milt Dennison

Name (Typed)

Superintendent

Title

February 27, 2015

Date

13455 SE 97th Avenue

Street Address

Clackamas, OR 97015

City/Zip

503.675.4003

Phone Number

93-6000229

TIN, FIN or S.S.#

CLACKAMAS COUNTY

Commissioner John Ludlow, Chair

Commissioner Jim Bernard

Commissioner Paul Savas

Commissioner Martha Schrader

Commissioner Tootle Smith

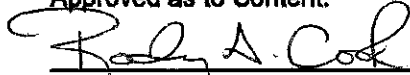
Signing on Behalf of the Board:

Cindy Becker, Director

Health, Housing & Human Services

Date

Approved as to Content:



Rodney A. Cook, Division Director

2/27/15

Date

INTERGOVERNMENTAL AGREEMENT

EXHIBIT 1 SCOPE OF WORK AND PERFORMANCE STANDARDS

- I. AGENCY shall meet all performance outcomes as outlined in attached Work Plan.
- II. Performance Standards:
 1. **Community Based, Holistic Approach**
 - AGENCY programs and services shall be community-focused, incorporating the greatest level of input from multiple stakeholders, including clients, families, and other agencies.
 - AGENCY programs and services shall have ongoing community investment and involvement.
 2. **Family-Centered Programs**
 - AGENCY programs and services shall involve families in all aspects, recognizing that they are the most important teachers, caregivers, and role models for their children.
 - AGENCY programs and services shall support and strengthen families in providing the foundation for the physical, social, emotional, and intellectual development for their children.
 3. **Establish/Maintain Effective Partnerships**
 - AGENCY, in order to enable data linkages, information sharing, and ongoing collaboration between partners to most effectively meet and address needs, shall ensure that appropriate staff attend CYF contractor's meetings, and training sessions, and participate in other activities as required by COUNTY.
 - AGENCY shall develop and promote continuous communications with similar organizations.
 4. **Utilize a Balanced SWOT (Strengths, Weaknesses, Opportunities, Threats) Approach**
 - AGENCY programs and services shall address both the risks/deficiencies, challenges and the strengths/assets/opportunities in their communities.
 5. **Implement Research Based Accountability**
 - AGENCY, in order to ensure programs and services are based on research-based, proven practices, shall complete and submit the Best Practices Assessment as required by CYF. In areas where proven practices are not available, AGENCY is encouraged to develop innovative strategies based on research principles.
 - AGENCY programs and services shall include research-based measurements of success to enable tracking of effectiveness toward meeting planned outcomes. These data shall be monitored by CYF on the Quarterly Work Plan. Quarterly Work Plans are to be submitted on or before date due.
 - Reporting Period #2, Jan 1 – Mar 31: due on Apr 15, 2015
 - Reporting Period #3, Apr 1 – Jun 30: due on Jul 15, 2015

INTERGOVERNMENTAL AGREEMENT

6. **Reflect and Incorporate Diversity**
 - AGENCY, in order to provide programs and services that meet the needs of diverse cultures and people with disabilities, shall complete and submit the Cultural Competency Assessment and Action Plan as required by CYF.
7. **Internal Controls**
 - AGENCY shall submit a completed Annual Fiscal Capability Assessment to CYF on or before July 15, 2015.
8. **Funder Recognition**
 - AGENCY shall demonstrate good faith efforts to acknowledge the COUNTY's Commission on Children & Families when communicating with media representatives and when creating and distributing flyers describing services, workshops and other contract related details.
9. **Resource Expansion**
 - AGENCY shall demonstrate good faith effort to secure other funding to increase program capacity, enter into collaborative efforts and initiatives, and/or decrease dependence on long-term Commission on Children and Families funding.
10. **Use of Grant Funds**
 - No grant funds shall be used, directly or indirectly, to promote or oppose any political committee, or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder.
11. **HIPAA Compliance**
 - If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), AGENCY agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, if the work performed under this Contract is covered by HIPAA, AGENCY shall comply with the following:
 - i. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, AGENCY, its agents, employees and subcontractors shall protect individually identifiable health information obtained or maintained about Department's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. This Contract may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.
 - ii. Data Transaction Systems. Any electronic exchange of information on or after October 16, 2002, between AGENCY and COUNTY to carry out financial or administrative activities related to health care will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). The following types of information exchanges are included: Health care claims or equivalent encounter information; health care payments and remittance advice; coordination of benefits; health claim status; enrollment and disenrollment in a health

INTERGOVERNMENTAL AGREEMENT

plan; eligibility for a health plan; health plan premium payments; referral certification and authorization; first report of injury; and health claims attachments. This Contract may be amended to include additional terms and conditions related to data transactions.

- iii. Consultation and Testing. If AGENCY reasonably believes that the AGENCY's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, AGENCY shall promptly consult the COUNTY's HIPAA officer. AGENCY or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY's testing schedule.

INTERGOVERNMENTAL AGREEMENT

EXHIBIT 2

PAYMENT PROCEDURES AND REPORTING REQUIREMENTS

1. PAYMENT PROCEDURES

The compensation authorized in this agreement shall include reimbursable expenses as prescribed in the COUNTY-approved budget in Exhibit 3 and in accordance with OMB Circulars A-87 if agency is a local government, A-122 if non-profit, A-133 if college. This amount does not include expenses for unusual and special activities or materials not included in the scope of services. Such unusual and special expenses will not be incurred without prior COUNTY approval. In addition, expense totaling an amount greater than the total budget for this project shall not be incurred without prior written consent of the COUNTY.

a) **Payment Options:**

AGENCY shall submit a monthly Request for Funds and Fiscal Report within 15 days of the end of each month. The monthly fiscal report shall be in accordance with the approved budget in Exhibit 3.

OR

AGENCY shall submit a quarterly Request for Funds and Fiscal Report within 15 days of the end of each quarter. The quarterly fiscal report shall be in accordance with the approved budget in Exhibit 3.

The COUNTY shall make payment to AGENCY within 30 days of receipt and approval of each funds request and fiscal report submittal. AGENCY shall submit a quarterly "Program Performance Progress Report" in accordance with Exhibit 1, and section 3 of Exhibit 2 of this contract.

Reimbursement request required to be prepared and submitted by AGENCY to the COUNTY shall be accurate and correct in all respects, supported by attached documentation and traceable to source documents through AGENCY's accounting records. Should inaccurate reports be submitted to the COUNTY, the COUNTY may elect to have AGENCY secure the services of a certified accounting firm. Cost of such accounting services are to be borne by AGENCY and not reimbursed from funds authorized by the agreement unless specifically agreed to between AGENCY and COUNTY in writing.

AGENCY shall submit a financial statement covering all expenditures within 30 days following the end of the contract. When the total funds advanced does not equal the AGENCY's total actual expenditures and the total budget, the financial statement shall include either:

- A. A request for reimbursement of program expenditures. Such request shall not bring the total of funds received by the AGENCY in an amount in excess of the budget; or

INTERGOVERNMENTAL AGREEMENT

B. Contract amendment suitable to both the COUNTY and AGENCY.

Withholding of Contract Payments: Notwithstanding any other payment provision of this contract, should the AGENCY fail to submit required reports when due or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the AGENCY submits required reports, performs required services, or establishes to the COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the AGENCY.

2. RECORDKEEPING

AGENCY shall keep detailed records of time and expenditures incurred and funded by this contract. Such records shall adequately identify the source and application of funds for activities within this contract in accordance with the provisions of OMB Circular (A-110 for non-profits, A-102 for local governments). These records shall allow accurate statements pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income in accordance with generally accepted accounting practices.

AGENCY shall maintain a system of internal control comprising a documented plan of all coordinating procedures adopted to account for and safeguard its assets, check the adequacy and reliability of its accounting data, promote operating efficiency, and assure adherence to applicable regulations.

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other source documentation evidencing in proper detail the nature and propriety of charges. All accounting documents shall be clearly identified and readily accessible.

Financial records and supporting documents pertinent to this agreement shall be retained by AGENCY for a period of three years from the date of completion of the contract except as follows:

- Records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

3. PROGRAM REPORTS

AGENCY shall submit program performance reports for each quarter of the fiscal year. These quarterly reports are to include: 1) Demographic form, 2) work plan outcomes, services and development activities performance report. The quarterly reports are due to the COUNTY within 30 days of the end of each fiscal year quarter.

AGENCY shall complete and submit other reports as required and supplied by the COUNTY.

INTERGOVERNMENTAL AGREEMENT

4. MONITORING

COUNTY shall evaluate the services provided under this contract primarily by quarterly workplan progress reports. The COUNTY may also conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program and agency policies, procedures, and files. COUNTY shall give written notification of problem areas related to performance under this contract, including requirements and time lines of corrective action.

The AGENCY will gather data necessary to complete quarterly workplan performance and budget, and any other reports required by the COUNTY.

The AGENCY will provide the client confidentiality releases necessary to facilitate annual site visits by the COUNTY. Site visit activities include, but are not limited to, review of client case files, program personnel policies, and program services procedures.

At any time during normal business hours and as often as the COUNTY, or other appropriate state or federal representatives may deem necessary, the AGENCY shall make available to the COUNTY for examination all its records with respect to matters covered by this contract for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Should any records not meet the minimum standards of grant administration of the COUNTY, the COUNTY reserves the right to withhold any or all of its funding to AGENCY until such time as the standards are met. The COUNTY may require AGENCY to use any or all of the COUNTY's accounting and administrative procedures used in planning, controlling, monitoring and reporting all fiscal matters relating to this contract.

The COUNTY reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted or controlled in any way. If any audit or examination determines the AGENCY has expended funds which are questionable or disallowed, the AGENCY shall be given the opportunity to justify questioned and

disallowed expenditures prior to the COUNTY's final determination. Any disallowed costs resulting from the final determination shall be remitted to COUNTY from AGENCY's non COUNTY-administered funds, payable by check within 30 days of final determination.

5. AUDIT

AGENCY shall have an annual audit performed of projects funded by this agreement unless specifically waived in writing by COUNTY. Audits shall be performed by an independent certified accountant in accordance with GAO Audit Standards, OMB Circulars (A-133 and A-110 for non-profits, A-128 for local government agencies), and generally accepted auditing standards. Audit schedules shall clearly show statement of COUNTY-funded assets, liabilities, fund balance, revenues, and expenditures

INTERGOVERNMENTAL AGREEMENT

separately from non COUNTY-funded assets, liabilities, fund balance, revenues and expenditures.

Auditor shall be selected competitively and AGENCY should contract with auditor to assure proper scope, reports and timelines are maintained.

Audits are not required for cost reimbursement contracts under \$25,000.

Audits are due 120 days after the end of the contract period.

6. CAPITAL PURCHASES

Capital purchases through children and youth services grants are subject to Oregon Administrative Rule 436-010-0036 which indicates capital purchases to be the property of the COUNTY unless the COUNTY determines otherwise.

Capital purchases through children and families services grants are defined according to State of Oregon purchasing rules; initial value of more than \$5,000.

EXHIBIT 3

BUDGET

1. AGENCY shall submit for COUNTY approval a budget indicating the amount of COUNTY funds allocated for project performance as described in the scope of services. Budget shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor compliance with the contract.

Any allocations of budgeted costs not directly allocable to the project shall be made in accordance with OMB Circular A-87, A-122 and A-133, and shall be properly documented by budget attachments.

2. Program income defined as amounts generated by the use of COUNTY funds shall be used to expand the program. AGENCY shall keep records to accurately record and report the use of program income.
3. AGENCY and the COUNTY shall administer budget adjustments and balances through the following processes:

ADJUSTMENTS

AGENCY shall not make major budget adjustments without prior written approval of the COUNTY.

Major budget adjustments are defined as:

- those changes that move funds between the major budget categories of Personal Services, Materials and Services, Capital Outlay or Equipment, or
- those changes that exceed 10% within a major budget category.

AGENCY shall have the right to make minor budget adjustments.

Minor budget adjustments are those changes where less than 10% of the funds within a budget category (Personal Services, Materials and Services, Capital Outlay or Equipment) are moved between expenditure line items.

The COUNTY, working through the Commission on Children & Families and staff of the Children, Youth & Families Division, will work with the AGENCY to manage budget adjustments.

BALANCES

The AGENCY is to forecast any expected grant balance and notify the Children, Youth & Families Division by April 30 of each fiscal year. See also Payment Procedures in Exhibit 2.

4. Line item budget (COUNTY provided form attached).

EXHIBIT 1
Clackamas County Children, Youth & Families Division
Family Support Grant-Pyramid Model Implementation
Work Plan 2014-2015

Provider: Clackamas Education Service District
Activity: Family Support Grant
Contact: Carol Moore, Clackamas ESD

Focus Area: School Success
Outcomes:
Kindergarten Readiness
 ▶ Increased support for safe, supportive early childhood environments to enhance children's preparedness for kindergarten
Increase Community Engagement
 ▶ Increased awareness of collective actions to support children, youth & families

Contract Service Numbers: 85 Parents directly served
 2000 Children (0-5 yrs of age) Impacted

Clackamas ESD-Family Support Grant-Pyramid Model Implementation

Mark all that apply (double click to check the boxes)

Early Childhood Transition Academic Skills Development/Enhancement (Children) Academic Skills Development/Enhancement (Parent) Early Childhood Professional Development Family Stability Supports/Parent Education Family Engagement/Involvement Mentoring Community Awareness/Mobilization Community & Business Engagement

Activities/Outputs	Outcomes
<i>Description of program or project, methods for providing program, specific processes or events undertaken.</i>	<ul style="list-style-type: none"> • Increasing kindergarten readiness by fostering improved social skills and approaches to learning development • Strengthening family connections to the educational setting and engage families as the primary teacher in at-risk families • Increasing access to high quality parenting education to target underserved populations

Family Support Grant-Pyramid Model Implementation Outputs/Outcomes				Feb-Mar 2015	April-June 2015	Avg.
<p>By June 30, 2015, two or four (2 or 4) administrators attend a two day <i>Second Steps Leadership Institute</i> (or an equivalent symposium if not accepted into this cohort) to support leaders system-wide on implementation of <i>Second Steps</i> curricula.</p>	<p>100% of those attendance provide written plan on how they will apply information learned at Second Steps Leadership Institute</p>	<p># of written plans submitted by Institute attendees</p>				

<p>By June 30, 2015, A minimum of two (2) <i>Second Steps</i> curriculum instructional events will be held focused on social skills and emotional regulation for learning with a minimum of thirty (30) participants who provide early childhood education in Early Childhood Special Education, Head Start, and CCR&R.</p>	<p>90% of participants in instructional events will report the following outcome results:</p> <ol style="list-style-type: none"> 1. Knowledge of how to use <i>Second Steps</i> to teach emotional self-regulation to preschoolers. 2. Understanding how implementation of <i>Second Steps</i> curriculum supports the first tier of universal intervention in the <i>Pyramid Model</i>. 3. Understanding ways to modify <i>Second Steps</i> curriculum for use with children experiencing disability, delays, or cultural barriers. 	# of Instructional Events				
		# of Participants attending				
		# of Participants Surveyed				
		% of Participants Reporting Positive Outcomes				
<p>By June 30, 2015, A minimum of two (2) targeted <i>Positive Discipline</i> parenting education series in Spanish will be provided to twenty-five (25) family participants.</p>	<p>90% of parents receiving the classes will report success in the following :</p> <ol style="list-style-type: none"> 1. Understanding theoretical basis for child's behavior. 2. Increased skill in effectively addressing, through nonviolent parenting interactions, their child's needs. 3. Increased confidence in their ability to successfully parent their child. <p>75% of the families will complete the series.</p>	# of Classes Provided				
		# of Parents Attending				
		# of Parents Assessed				
		% of Parents Successful				
		# of Parents Completing the Series				
		# of Children Served				

<p>By June 30, 2015, A minimum of three (3) six session parent education series will be conducted to present the family component of the <i>Pyramid Model & Early Literacy</i> activities to families within the target population serving sixty (60) families.</p>	<p>90% of parents receiving the classes will report success in the following :</p> <ol style="list-style-type: none"> 1. Learning how the <i>Pyramid Model</i> supports positive behavior in preschoolers and how to generalize social/emotional skill development by using the same language and techniques at home as used by their child's teacher or other caregiver. 2. Awareness of ways to foster pre-literacy skills in young children through reading together. 3. Knowledge of how to foster social-emotional development through reading target books with their child. <p>75% of the families will complete the series.</p>	# of Classes Provided				
		# of Parents Attending				
		# of Parents Assessed				
		% of Parents Successful				
		# of Parents Completing the Series				
		# of Children Served				
<p>Quarterly, Provide reporting requirements outlined in the Oregon Early Literacy Grant Request for Applications including providing data and narrative for an annual report to the Early Learning Council on key activities, children served, and outcomes pending format provided by the Early Learning Division</p>						
<p>End of Year Report, Participate in an end of grant evaluation designed to assess overall impact of the grant program, which may include but is not limited to surveys, interviews, video recordings, and other means of collecting qualitative and quantitative data.</p>						

General Office			\$ -						
Rent			\$ -			\$ -	\$ -	\$ -	\$ -
Postage			\$ -			\$ -	\$ -	\$ -	\$ -
Printing			\$ -			\$ -	\$ -	\$ -	\$ -
Phone			\$ -			\$ -	\$ -	\$ -	\$ -
Insurance(s)			\$ -			\$ -	\$ -	\$ -	\$ -
Technical Support			\$ -			\$ -	\$ -	\$ -	\$ -
Professional Fees & Contract Svcs									
Trainer for Second Steps	\$ 5,000.00		\$ 5,000.00			\$ -	\$ -	\$ -	\$ -
Subcontract Parent educator	\$ 2,100.00		\$ 2,100.00			\$ -	\$ -	\$ -	\$ -
Travel									
Conferences & Training			\$ -			\$ -	\$ -	\$ -	\$ -
Mileage			\$ -			\$ -	\$ -	\$ -	\$ -
Additional (please specify)									
Space, mileage, travel, supplies						\$ -	\$ -	\$ -	\$ -
Childcare and Parent transportation	\$ 11,000.00		\$ 11,000.00			\$ -	\$ -	\$ -	\$ -
Total Program Costs	\$ 71,000.00	\$ 6,500.00	\$ 77,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ 71,000.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Please provide information on any budget anomalies in the budget above:

COPY

Richard Swift
Interim Director

March 12, 2015

Board of County Commissioner
Clackamas County
Members of the Board:

Approval to Apply to Oregon Department of Education - Oregon Youth Development Division
Youth and Community Grant to Improve Education and Workforce Success for Youth

Purpose/Outcomes	Children, Youth and Families Division (CYF) of Health, Housing and Human Services is applying for a grant to fund existing efforts in improving education and workforce success for youth who are disconnected from, or are at risk of disconnecting from the education system and labor market. 250 youth per year will be served under this grant.
Dollar Amount and Fiscal Impact	Children, Youth & Families Division would receive up to \$500,000 per year for two consecutive years for program services. A portion of the grant funds will support the cost of a CYF staff's salary to oversee grant programming. The remaining funds will be used to fund local prevention projects. There is no match requirement associated with this grant.
Funding Source	The funding source for this grant is the Oregon Department of Education – Oregon Youth Development Division. The grant will flow through the Children, Youth & Families Division.
Safety Impact	N/A.
Duration	Funds must be spent by June 30, 2017.
Previous Board Action	This request has not previously been referred to the Board.
Contact Person	Korene Mather; CYF Youth Development Program Planner (503) 650-5683
Contract No.	N/A


BACKGROUND:

The Children, Youth and Families Division of Health, Housing and Human Services request the approval to apply for a grant with the Oregon Department of Education - Youth Development Division in the amount of \$500,000. The \$500,000 is an annual amount and would be received for a two year period at \$500,000 per year. Services to be provided under this contract include: PreventNet sites at high risk schools to intervene with alcohol/drug, academic failure, and provide afterschool programs including tutorial. Priority youth for this project include youth ages 6-15 who are at risk of disconnecting from the educational system.

RECOMMENDATION:

Staff recommends Board approval for Children, Youth & Families to apply for this funding opportunity and authorizes Richard Swift, H3S Interim Director, to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written in a cursive style.

Richard Swift, Interim Director



Oregon Department of Education

Kate Brown, Governor

Early Learning Division
775 Summer St NE, Suite 300, Salem, OR 97301
Voice: 503-373-0066 ~ Fax: 503-947-1955

February, 23, 2015

Clackamas Early Learning Hub

Thank you for the time, energy and effort that you put into your Focused Child Care Network Grant application. The Early Learning Division was excited to approve your application for full funding on February 23, 2015.

Earlier this year, the Early Learning Division released a request for applications asking applicants to submit their ideas for identifying licensed family child care programs that serve children within your target population and implementing strategies for improved access to quality child care as measured by the QRIS rating system. Your application describes your methodology to identify licensed family child care programs that serve children within your target population, based on the outcomes for children that you propose to achieve, the way you anticipate staffing the Focused Network, and the efficiency with which you propose to allocate resources.

Please review, sign, and submit the grant agreement that accompanies this letter. Upon receipt of your signed grant agreement, Early Learning Division staff will work with you to enable you to begin receiving funds through the Oregon Department of Education's electronic grant management system (EGMS).

Please contact Lisa DeMoe with the Early Learning Division by phone at 503.947.3123 or by email at lisa.d.demoe@state.or.us with any questions you may have.

We are looking forward to working with you to strengthen Oregon's early learning system and to supporting the development of the children in your community. Congratulations!

Regards,

A handwritten signature in cursive script that reads "Megan Irwin".

Megan Irwin

Acting Early Learning System Director

Focused Child Care Network Grant Award Agreement

Grant Award: February 1, 2015 - June30, 2015

A Child Care Network is a cohort of child care practitioners who meet frequently to discuss best practices, access and share resources, receive training and encourage progress as they work toward increasing the quality of their programs. The Focused Child Care Networks (Focused Networks) utilize Oregon's Quality Rating and Improvement System as the framework to support quality improvements with an expectation that programs will submit an application and portfolio to receive a star rating.

Clackamas Early Learning Hub will be the organizer of Focused Networks working with partners to outreach to child care programs that serve children who are at-risk and reflect the community's culture and diversity. Clackamas Early Learning Hub will identify and recruit child care programs within identified areas of risk and support them in these Focused Child Care Networks to increase and offer quality learning opportunities for the children in their care. The participating child care programs have access to financial supports and incentives to implement quality standards that are funded at a higher level than other programs receiving support. The Focused Network will work with a Quality Improvement Specialist to implement quality standards including individual coaching for programs to achieve a star rating.

Technical Assistance

Clackamas Early Learning Hub and the Quality Improvement Specialist will have access to support from the QRIS System from Western Oregon University, Portland State University and Early Learning Division staff.

Double Funding for Supports and Incentives

Early Learning Programs participating in a Focused Network will have access to twice the funding to support quality improvement activities to achieve a star rating. This practically means family child care programs that participate in a Focused Network will receive \$2000 versus \$1000 in financial support to make quality improvements. There is a required review of Quality Improvement Plans in order to access these double funds.

Requirements

The Clackamas Early Learning Hub agrees to use Oregon's Quality Rating and Improvement System for quality improvement efforts and use a Quality Improvement Specialist to staff the Focused Network. The Quality Improvement Specialist (QIS) must:

1. Meet the qualification of a QIS as defined in the QRIS. (please see in Appendix B)
2. Attend required QIS training.
3. Use the data collection tools defined within the QRIS process.
4. Collect additional information needed for a quarterly report.
5. Participate in monthly learning dialogues with QRIS staff and other Focused Network QIS.

Required Signature: _____ Date: _____

Please see approved grant application for additional narrative of grant activities.

COPY

Richard Swift
 Interim Director

March 12, 2015

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of Grant Award Agreement with Oregon Department of Education- Early Learning Division
to Develop Focused Child Care Networks

Purpose/Outcomes	Funds to Implement the new Quality Rating and Improvement System to rate the quality of child care programs in Clackamas County.
Dollar Amount and Fiscal Impact	Funds available through this agreement equal \$33,629.00. These funds will be subcontracted out to the Clackamas Education Service District.
Funding Source	Department of Education – Early Learning Division. No County General Funds are involved.
Safety Impact	N/A
Duration	Effective February 1, 2015 and terminates on June 30, 2015
Previous Board Action	N/A
Contact Person	Rodney Cook 503-650-5677
Contract No.	7075

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract with Department of Education – Early Learning Division for \$33,629.00. Services to be provided under this contract include: organize Focused Child Care Networks with local partners to outreach to child care programs that serve children who are at-risk and reflect the community's culture and diversity. In addition, offer quality learning opportunities and implement quality standards with local child care providers.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,


 Richard Swift, Director



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Hydro-Temp Mechanical Inc for a
Membrane Roofing System and HVAC Replacement
at the Clackamas County Jail Facility**

Purpose/Outcome	Approval of contract
Dollar Amount and fiscal impact	\$1,034,400.00
Funding Source	Budget Line: 420-0221-00-482300-76169 - \$1,050,000.00 Fiscal year 2014-2015 and 2015-2016 Budget Line: 420-0221-00-482300-76170 - \$250,000.00 Fiscal year 2014-2015 and 2015-2016
Safety Impact	
Duration	Contract signing through September 30, 2015
Previous Board Action/Review	
Contact Person	Steven Bloemer (503) 805-9870
Contract No.	

BACKGROUND:

The Clackamas County Jail serves as the only correctional facility for Clackamas County, with the facility currently processing approximately 16,000 offenders annually. The original jail structure was built in 1959 with the capacity for about 85 prisoners. Subsequent additions to the original building occurred in 1982, 1990 and more recently 2005 and 2012 with the capacity increasing to nearly 440 inmate spaces.

The original roof excluding the 2005 and 2012 additions consists of approximately 65,000 square feet of concrete substrate with rolled asphalt/fiberglass composition roofing. While the concrete substrate is still in good condition, the age and wear on the asphalt roofing is beginning to produce minor leaks that have required repeated maintenance measures to control. It has been determined a new membrane roof will meet the needs and budget for this project.

In addition to the roofing issues, the current assorted HVAC units installed on the roof have reached and exceed their operable life spans. In 2006 half of the jail's HVAC roof units were replaced, leaving 20 units that are nearing 24 years in operation. This contract will replace the aging units and properly integrate the new units into the new roof system.

This contract has been reviewed and approved by County Counsel

RECOMMENDATION:

Staff respectfully recommends the Board approve the contract with Hydro-Temp Mechanical, Inc. for a new Membrane Roofing System and HVAC Replacement at the Clackamas County Jail Facility.

Sincerely,

Marc Gonzales
Finance Director

Placed on the board agenda of _____ by the Purchasing Division.



LANE MILLER
MANAGER

PURCHASING DIVISION

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

March 12, 2015

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of March 12, 2015 this contract with Hydro-Temp Mechanical Inc for the **New Membrane Roofing System and HVAC Replacement at the Clackamas County Jail Facility** for Clackamas County Facilities Management. This project was requested by Dan Robertson, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Thirty-two bid packets were sent out with four bids received: Hydro-Temp Mechanical - \$1,034,400.00; Washington Roofing Company - \$1,062,338.00; Brockamp & Jaeger - \$1,320,290.00; and Arjae Sheetmetal Company - \$1,374,043.00. After review of all bids, Hydro-Temp Mechanical Inc was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$1,034,400.00. All work is to be completed by September 30, 2015. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget lines 420-0221-00-482300-76170 and 420-0221-00-482300-76169 for fiscal years 2014/2015 and 2015/2016.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff



Marc Gonzales
Director

DEPARTMENT OF FINANCE

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

March 12, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

A Resolution Acknowledging Expenditures in Excess of Appropriations for Fiscal Year 2014 and Describing
Corrective Action in Accordance with ORS 297.466

Purpose/Outcome	Acknowledgement of expenditures in excess of appropriations that occurred in Fiscal Year 2014 and description of the Corrective Action that will be implemented.
Dollar Amount and fiscal Impact	The dollar amount of each over expenditure is reported in the Comprehensive Annual Financial Report (CAFR) as part of the Notes to the Basic Financial Statements.
Funding Source	Varies
Safety Impact	N/A
Duration	Expenditures are reported on annually. Corrective action to be implemented will be permanent.
Previous Board Action/Review	N/A
Contact Person	David Bodway, Finance Manager, 503-742-5424
Contract No.	N/A

BACKGROUND:

As part of the annual audit each year, the County's external audit firm reports on compliance with various Oregon statutes. One of these requirements is to report upon compliance with Local Budget Law. Expenditures in excess of authorized appropriations are reported in the CAFR, by category and by fund. Detail of this can be found in the CAFR as part of the Notes to the Basic Financial Statements, as well as in the Auditor's Report on Compliance with Oregon Minimum Standards.

ORS 297.466 requires that the BCC adopt a resolution within 30 days of issuance of the audited CAFR. The resolution is to both acknowledge the over expenditures and describe the corrective actions implemented. Corrective action is commencing now and will continue into the future on a quarterly schedule each fiscal year.

This Resolution has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board approve this resolution acknowledging expenditures in excess of appropriations for fiscal year 2014 and describing corrective action in accordance with ORS 297.466.

Respectfully submitted,

Marc Gonzales, Finance Director

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

A Resolution Acknowledging Expenditures
in Excess of Appropriations for Fiscal Year
2014 and Describing Corrective Action in
Accordance with ORS 297.466

RESOLUTION NO.

Page 1 of 1

WHEREAS, the County's Comprehensive Annual Financial Report for the fiscal year ending June 30, 2014 reports expenditures in excess of appropriations; and

WHEREAS, Oregon Local Budget Law does not allow the expenditure of monies beyond the legal appropriation authority; and

WHEREAS, ORS 297.466(2) requires the County to determine measures considered necessary for corrective action and a period of time estimated to complete them; and

WHEREAS, ORS 297.466(3) requires the Board of County Commissioners to submit an adopted resolution of corrective measures to the Secretary of State's Office within 30 days from the submission of the County's Comprehensive Annual Financial Report to the Secretary of State; and

NOW, THEREFORE, BE IT RESOLVED that in order to ensure current and future compliance with Oregon Local Budget Law, all County Departments will perform a quarterly analysis to review and evaluate expenditures incurred to date compared to the total final adopted budget. Any over-expenditure will be further analyzed, discussed with the Department of Finance's Budget Office, and evaluated for further corrective measures.

Dated this 12th day of March, 2015.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

The following funds had expenditures in excess of appropriations for the fiscal year ending, June 30, 2014:

General County:

Building Codes Fund

Personnel Services \$30,037

Personnel Services were higher than budgeted in expenditures for overtime, full-time employees, fringe benefits and temporary workers.

Public Safety Local Option Levy

Personnel Services \$446,713

Personnel Services expenditures were higher than budgeted for overtime and fringe benefits expenditures.

Law Library Fund

Personnel Services \$1,692

Personnel services expenditures were higher than budgeted in the Fringe Benefits category.

Sheriff's Fund

Capital Outlay \$70,124

Capital Outlay was higher than budgeted in various capital expenditure lines in the Capital outlay category.

Justice Court Fund

Materials and Services \$119,118

Materials and Services expenditures were higher than budget appropriation in professional services and criminal fines and assessments.

Public Health Fund

Materials and Services \$28,056

Materials and Services expenditures were higher than budget.

Clackamas Health Centers

Materials and Services \$441,457

Materials and Services expenditures were higher than budget.

Transient Room Tax Fund

Materials and Services \$945

Expenditures for Materials and Services were higher than budget in administrative fees which are monthly expenditures.

Forest Management Fund

Materials and Services \$2,851

Materials and Services were higher than budget internal county contracted services but Materials and Services were budgeted together with payments to other governments which

The following funds had expenditures in excess of appropriations for the fiscal year ending, June 30, 2014:

should be a separate budgeted category. Moss Adams separated out Materials and Services from payments to other governments which caused the difference in Materials and Services that budget category. This technically does not meet the definition of an over-expenditure, but rather is an error in budgeting, corrected for presentation purposes.

Capital Projects Reserve Fund

Materials and Services \$42,996

Materials and Services expenditures were higher than budget.

Sheriff's Office Retiree Medical Fund

Materials and Services \$37,501

Materials and Services were higher than budget in Premiums- Medical Insurance expenditures which were caused by higher than expected Providence and Kaiser monthly premium costs.

Approval of Previous Business Meeting Minutes: February 12, 2015

(minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, February 12, 2015 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Leslie McDonell - spoke in support of the A Safe Place, and shared her experience.
2. Janet Packer - spoke in support of the A Safe Place, and shared her experience.

~Board Discussion~

3. Mack Woods, Canby – misc. issues including support for Veterans Services.
4. Jose Hernander Jr., Milwaukie – Support of Veterans Services and spoke about his experience with discrimination.

~Board Discussion~

II. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

III. CONSENT AGENDA

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

MOTION:

Commissioner Bernard: I move we approve the consent agenda.

Commissioner Smith: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

A. Department of Transportation & Development

1. Approval of a Maintenance Agreement with the Oregon Department of Transportation Maintenance of Retaining Walls Constructed as Part of the I-205 at Strawberry Lane Overcrossing Project

B. Department of Technology Services

1. Approval of the Purchase of 2 Nimble Storage CS500 Storage Arrays from CDW-G for County Information Storage (*Purchasing*)

IV. DEVELOPMENT AGENCY

1. Approval of an Easement Agreement by and between EDC Industrial, LLC and the Clackamas County Development Agency

V. WATER ENVIRONMENT SERVICES

1. Approval of a Construction Agreement between Clackamas County Service District No. 1 and Realm Inc., for the Clackamas Pump Station Wet Well Rehab Project

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED 11:10 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 by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

www.clackamas.us/bcc/business.html



March 12, 2015
Board of County Commissioners
Clackamas County

Members of the Board:

Intergovernmental Agreement between City of Oregon City and Clackamas County for
Oregon City Enterprise Zone Program Management

Purpose/Outcomes	Intergovernmental Agreement with the City of Oregon City for management of the Oregon City Enterprise Zone
Dollar Amount and Fiscal Impact	70% of all Enterprise Zone application fees collected
Funding Source	Enterprise Zone application fees paid by qualifying business applicants
Safety Impact	N/A
Duration	The term of this Agreement begins upon execution of the IGA and can be amended from time to time by mutual agreement of the parties to this agreement commemorated by letter. Will not exceed Enterprise Zone sunset date June 30, 2025.
Previous Board Action	N/A
Contact Person	Jamie Johnk, Business and Economic Development, 503-742-4413
Contract No.	TBD

BACKGROUND:

The City of Oregon City received Enterprise Zone designation on December 16, 2014; with a sunset date of June 30, 2025. The Zone is part of a tax abatement program created and administered by the Oregon Business Development Department which provides a financial incentive for redevelopment and job creation. Businesses located in the enterprise zone are eligible for three to five year tax abatement if they can demonstrate the following:

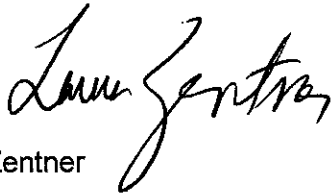
1. Meet eligibility requirements set out by Business Oregon and corresponding state statutes and administrative rules;

2. Pay above average wages as outlined in Scope of Services section B below.
3. Increase employment by 10%;
4. Sign a First Source Agreement with Worksource Oregon (Oregon Employment Department) that commits them to consider hiring local workers first; and
5. Submit a complete authorization application, list of investments and a filing fee of 0.1% of total investment to the Enterprise Zone manager prior to equipment installation or construction ground breaking.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Intergovernmental Agreement with the City of Oregon City for the management of the Oregon City Enterprise Zone.

Respectfully submitted,



Laura Zentner

Deputy Director of Business and Community Services

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE CITY OF OREGON CITY AND CLACKAMAS COUNTY FOR OREGON CITY ENTERPRISE ZONE MANAGEMENT

THIS AGREEMENT FOR ENTERPRISE ZONE MANAGEMENT, authorized by ORS 190.010, is made this 18th day of February 2015, by and between the CITY OF OREGON CITY, an Oregon municipal corporation (hereinafter referred to as "CITY"), and CLACKAMAS COUNTY, a political subdivision of the State (hereinafter referred to as "COUNTY"), the promises and agreements of each being in consideration of the promises and agreements of the other.

The parties agree as follows:

Background. The City of Oregon City received Enterprise Zone designation on December 16, 2014; with a sunset date of June 30, 2025. The Zone is part of a tax abatement program created and administered by the Oregon Business Development Department.

Businesses located in the enterprise zone are eligible for three to five year tax abatement if they can demonstrate the following:

1. Meet eligibility requirements set out by Business Oregon and corresponding state statutes and administrative rules.
2. Pay above average wages as outlined in Scope of Services section B below.
3. Increase employment by 10%.
4. Sign a First Source Agreement with Worksource Oregon (Oregon Employment Department) that commits them to consider hiring local workers first.
5. Submit a complete authorization application, list of investments and a filing fee of 0.1% of total investment to the Enterprise Zone manager prior to equipment installation or construction ground breaking.

This tax abatement program provides a financial incentive for redevelopment and job creation.

Term. The term of this Agreement begins on the ___ of February 2015, shall run for the term of the zone designation, and can be amended from time to time by mutual agreement of the parties to this agreement commemorated by letter.

Scope of Services.

- A. The COUNTY will designate a zone manager and work in conjunction with the economic development manager for the CITY. The parties recognize that the Zone is an Oregon City program and is subject to the administrative discretion of the City. Services of the COUNTY zone manager will include: assistance with establishing the enterprise zone program; marketing; business outreach; preauthorization meetings and follow-up; annual reporting; revisions to agreements and zone boundaries. Enterprise Zone application fees will be collected by the COUNTY; 70% of said fees will compensate for COUNTY zone management services while 30% of the same fees will be allocated to the CITY.

- B. To meet the eligibility requirements for the three-year abatement, an employer must pay new employees a minimum wage of 150% of Oregon minimum wage during of the abatement period; benefits can be used to reach this pay level. To meet the eligibility requirements for the five-year abatement the employer must pay 150% of average County wages for Clackamas County during the abatement period; benefits can be used to achieve this pay level/salary. The COUNTY agrees to provide the CITY with regular reports as required by ORS 285.560 to 285.617.
- C. The COUNTY shall keep the CITY informed of all new developments, issues, or concerns affecting Enterprise Zone operations. The COUNTY shall endeavor to notify the CITY in advance of any public announcement that is made on the subject.
- D. The CITY shall keep the COUNTY informed of all new developments, issues, or concerns affecting Enterprise Zone Operations. The CITY shall endeavor to notify the COUNTY in advance of any public announcement that is made on the subject.
- E. Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation and construction:
 - 1. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number.
 - 2. Time is of the essence of this Agreement. Neither the COUNTY nor the CITY shall be relieved of its obligation to comply promptly with any provisions of this Agreement by any failure of the other party to enforce prompt compliance with any of its provisions.
 - 3. Unless otherwise specified in this Agreement, any action authorized or required to be taken by the CITY may be taken by City staff, the Council or by the City Manager. Potential actions could include arranging meeting locations and notice as needed, participating in preauthorization conferences with businesses, promoting the program to potentially eligible businesses, distributing marketing information at city hall, and coordinating business assistance with the county business and economic development team.

Duties of Oregon City. Potential actions required of the CITY may include coordinating meeting locations and notifications; participating in preauthorization conferences with businesses; promoting the program to potentially eligible businesses; distributing marketing information at City Hall; and coordinating business assistance with the Clackamas County Business & Economic Development team.

Modifications. Modifications to the agreement are valid only if made in writing and signed by all parties. The Director of the Clackamas County Business & Community Services and the City Manager may, on behalf of the County and City respectively, approve any modification by amendment that does not increase the County's or City's financial payment or cost.

Notices. All notices, reports, or demands required to be given in writing under this Agreement shall be deemed to be given when delivered personally to the person designated below, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail or overnight

air courier to the party to which the notice is being given, as follows:

CITY OF OREGON CITY

CLACKAMAS COUNTY

David Frasher
City Manager
625 Center St
Oregon City, OR 97045

Don Krupp
County Administrator
2051 Kaen Road
Oregon City, OR 97045

Such addresses may be changed by either party upon written notice to the other party given as provided in this section.

Hold Harmless. Each party agrees to release, defend, indemnify and/or hold harmless the other, its officers, commissioners, councilors, employees, and agents from and against all damages, claims, injuries, costs or judgments which may in any manner arise as a result of the party's performance under this contract, subject to Oregon Tort Claims limitations.

Termination. This Agreement may be terminated by either party as of the 30th day of June of any year during the term of this Agreement by giving notice six (6) months prior.

Disputes. Disputes regarding this agreement, which cannot be resolved by respective managers, shall first be directed to each party's counsel. Failing resolution, parties shall mutually agree upon a third party mediator.

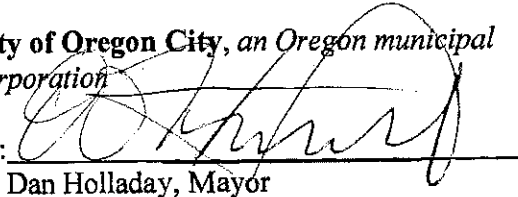
Discrimination. The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source of income in the performance of this Agreement.

Waiver of Breach. A waiver of any breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.

City of Oregon City, an Oregon municipal corporation

Clackamas County, a political subdivision of the State of Oregon

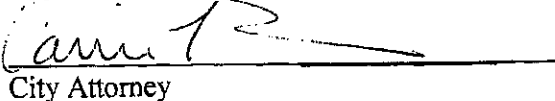
by:


Dan Holladay, Mayor

by:

John Ludlow, County Commission Chair

Approved as to form:


City Attorney

County Counsel



OFFICE OF COUNTY COUNSEL

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

March 12, 2015

Stephen L. Madkour
County Counsel

Board of County Commissioner
Clackamas County

Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Assistants

Members of the Board:

Authorization to Initiate Litigation against Oregon City

Purpose/Outcomes	To authorize County Counsel to initiate litigation on behalf of Tri-City Service District against the City of Oregon City.
Dollar Amount and Fiscal Impact	No direct fiscal impact.
Funding Source	County General Fund
Safety Impact	Moratorium is in the best interest of the health, safety, and welfare of citizens of Clackamas County.
Duration	Effective from date of March 2014.
Previous Board Action	The Board met in numerous executive sessions to discuss the impacts of the City's right of way fees on the service district and the prospects of litigation.
Contact Person	Stephen L. Madkour, County Counsel

BACKGROUND:

In 2013, Oregon City adopted an ordinance that imposes right of way fees upon governmental entities, including the Tri-City Service District. The fee is 6% of gross revenues. In 2014, the service district paid approximately \$191,000 in fees to Oregon City.

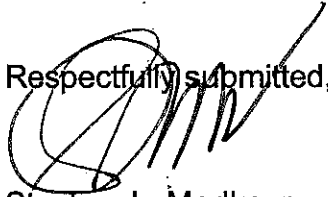
The Board of County Commissioners is the governing body of the service district, which is composed of the cities of West Linn, Gladstone and Oregon City. The Board, acting as the governing body of the service district, authorized county counsel to initiate litigation to declare the fee imposed by the city to be an impermissible tax upon another public entity. In 2014, the office of County Counsel filed a declaratory judgment action against Oregon City.

Oregon City has asserted a number of defenses to the action. On such defense was that the Board of Commissioners never formally authorized the litigation. The requested action will formally authorize and direct the Office of County Counsel to proceed with the litigation.

RECOMMENDATION:

Staff recommends the Board of County Commissioners authorize the Office of County Counsel to initiate and proceed with litigation against the City of Oregon City.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'S. Madkour', written over the text 'Respectfully submitted,'.

Stephen L. Madkour
County Counsel