



# AGENDA

**Thursday, July 19, 2012 - 5:30 PM**

**Board of County Commissioners Business Meeting**

Beginning Board Order No. 2012-

**I. CALL TO ORDER**

- Roll Call
- Pledge of Allegiance
- Approval of Order of Agenda

**II. HOUSING AUTHORITY CONSENT AGENDA**

- 1
1. Approval of an Amendment to the Contract with the Housing Development Center to Provide Owner's Representation Services for the Renovation of Easton Ridge Apartments

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

- 2
1. Presentation of Health, Housing and Human Services 2012 Food Drive (Cindy Becker)

**IV. DISCUSSION ITEM** *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)*

**Department of Employee Services**

- 3
1. Resolution No. \_\_\_\_\_ Valuing Diversity in Clackamas County (Emmet Wheatfall, Diversity Manager)

**V. 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 prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

**VI. 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**

- 4
1. Approval of Amendment No. 1 to Agreement No. 27663 with Oregon Department of Transportation for Federal 5310 Transportation Program Funds for a New Bus for the Catch-a-Ride Program - ss
- 5
2. Approval of an Amendment to the Intergovernmental Agreement with Multnomah County to Provide Funding for a Regional Liaison to Region One - ss

- 6 3. Approval of an Agreement between Clackamas County, Sandy Workforce Housing Limited Partnership and Northwest Housing Alternatives to Use HOME Program Funds to Develop Affordable Multi-Family Rental Housing – CD
- 7 4. Approval of a Professional, Technical and Consultant Service Contract with Oregon Family Support Network to Provide Peer Support Services – BH
- 8 5. Approval of an Intra-Agency Agreement with Clackamas County Children, Youth and Families Division for Alcohol and Drug Prevention Strategies to Young Adults with Substance Use Disorders– BH
- 9 6. Approval of an Intra-Agency Agreement with Clackamas County Children, Youth and Families Division for Alcohol and Drug Prevention Strategies to Work with Families within Clackamas County – BH
- 10 7. Approval of a Professional, Technical and Consultant Service Contract with Iron Tribe for Peer Support Services - BH
- 11 8. Approval of a Professional, Technical and Consultant Service Contract with Youth MOVE/Oregon Family Support Network to Provide Peer Support Services – BH
- 12 9. Approval of an Amendment No. 4 to the Intergovernmental Agreement with the State or Oregon, Oregon Health Authority for the Adult Mental Health Initiative – BH
- 13 10. Approval of Amendment No. 11 to the Intergovernmental Agreement with the State of Oregon, Oregon Health Authority for a Community Mental Health Program in Clackamas County - BH

**B. Department of Transportation & Development**

- 14 1. Approval of Amendment No. 1 to the Intergovernmental Agreement with Oregon Department of Fish and Wildlife for a Full time Fish and Wildlife Biologist Liaison for Transportation Maintenance Services
- 15 2. Approval of Intergovernmental Agreement No. 28851 with Oregon Department of Transportation for 2012 Emergency Relief Program Project Funding

**C. Elected Officials**

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

**D. Department of Emergency Management**

- 17 1. Approval of a Revised Intergovernmental Agreement for Landslide Hazard Mapping and Risk Assessment Project

**VII. COUNTY ADMINISTRATOR UPDATE**

**VIII. 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.**

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

July 19, 2012

Board of Commissioners,  
Clackamas County

Members of the Board:

**Approval of an Amendment to the Contract with the Housing  
Development Center to Provide Owner's Representation Services  
for the Renovation of the Easton Ridge Apartments**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval of an amendment to the Professional Services Contract with the Housing Development Center (HDC). HDC is providing Owner's Representative services for the rehabilitation of Easton Ridge, a HACC owned affordable housing property.

**Background:** HACC is currently in the pre-construction phase on the renovation of the Easton Ridge Apartments located at SE 90<sup>th</sup> Avenue and SE Causey Avenue approximately one-quarter mile north of Clackamas Town Center. As a part of the renovation, HACC entered into a professional services agreement with the Housing Development Center in December of 2011 to provide Owner's Representative Services.

At the time the HACC Board of Commissioners approved the contract, the scope of work and fee were based on an August financial closing date and a 12-month construction period. With the project farther along, the schedule has been adjusted. The financial closing has moved to September and the construction period was extended by 2 months to 14-months per the project's general contractor, Walsh Construction.

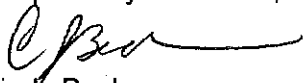
The additional work will add \$21,200 to the original approved fee of \$128,961.00. HDC will perform these services on a fee for service basis with a total revised 'not-to-exceed' contract amount of \$150,161.00.

No County general funds are involved.

**Recommendation**

We recommend the approval of this Amendment and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

  
Cindy Becker  
Director

For information on this issue or copies of attachments  
Please contact Mary-Rain O'Meara at (503) 655-8279

**AMENDMENT #1**

**TO THE CONTRACT DOCUMENTS WITH  
THE HOUSING DEVELOPMENT CENTER**

**EASTON RIDGE APARTMENTS RENOVATION  
OWNER'S REPRESENTATIVE SERVICES**

**Adjustment to Fee for Extended Pre-Construction and Construction Schedules**

This Amendment, when signed by the Contractor and the Board Chair of the Housing Authority of Clackamas County, as authorized by Board Order Number 121511-I1, will become part of the contract documents, superseding the original to the applicable extent indicated.

**SCOPE OF SERVICES**

**Amendment #1** (to be attached as Attachment C to the Contract Documents) – Describes additional services to be provided by the CONTRACTOR due to the extension of both the pre-construction and construction phases of the project. The additional services are in addition to the scope described in Attachment B of the contract.

**COMPENSATION**

The total compensation is increased by \$21,200.00, due to increased workload.

|                              |                            |
|------------------------------|----------------------------|
| <b>ORIGINAL CONTRACT</b>     | <b>\$ 128,961.00</b>       |
| <b>AMENDMENT #1</b>          | <b><u>\$ 21,200.00</u></b> |
| <b>TOTAL CONTRACT AMOUNT</b> | <b>\$ 150,161.00</b>       |

Housing Development Center  
847 NE 19<sup>th</sup> Avenue  
Suite 150  
Portland, OR 97232

**HOUSING AUTHORITY OF  
CLACKAMAS COUNTY**

Charlotte Lehan, Chair  
Jim Bernard, Commissioner  
Jamie Damon, Commissioner  
Ann Lininger, Commissioner  
Paul Savas, Commissioner  
Erica Allison, Commissioner

Signing on behalf of the Board

  
\_\_\_\_\_  
Robin Boyce, Executive Director

\_\_\_\_\_  
Cindy Becker, Director  
Health, Housing & Human Services

6/18/2012  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

# Memo

**Project:** Easton Ridge  
**To:** Mary Bradshaw  
**Date:** June 7, 2012  
**Re:** HDC Owner's Representative fee increase

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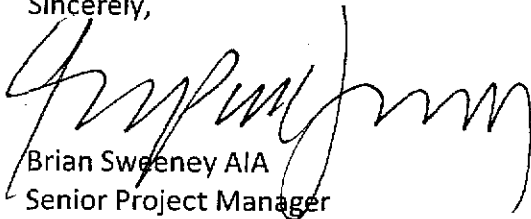
Mary, due to an increase in both the design time period and the construction period I am requesting a corresponding increase in our consultant fee per the terms of our contract with HACC as follows:

| Phase           | Original fee | Fee Increase per time extension |
|-----------------|--------------|---------------------------------|
| Preconstruction | \$29,716     | based on 1 month = \$ 6,000     |
| Construction    | \$90,896     | based on 2 months = \$15,200    |

Total Increase \$21,200

Please let me know if you have any questions

Sincerely,



Brian Sweeney AIA  
Senior Project Manager

COPY

Cindy Becker  
Director

July 19, 2012

Board of Commissioners,  
Clackamas County

Members of the Board:

**Presentation regarding hunger in our community and announcing  
the results of the 2012 H3S Food Drive**

Even in a nation as wealthy as ours, hunger is a serious issue. According to the U.S. Department of Agriculture, 50.2 million Americans live in food insecure households - 33 million adults and 17.2 million children.

Hunger is a particularly serious problem in Oregon. It is estimated that one in five children in Oregon is food insecure, with limited or uncertain access to safe and nutritious food.

Record numbers of people are seeking food assistance. In fact, according to the most recent statistics from the Oregon Food Bank, for the first time ever, the OFB statewide network distributed more than 1 million emergency food boxes. 260,000 people per month ate meals from emergency food boxes. In an average month, 85,800 children eat meals from emergency food boxes. An additional 3.9-million emergency meals were served at soup kitchens and shelters.

Most adult emergency food recipients are looking for work, working, retired or disabled. 33 percent of those receiving emergency food are children.

Here in Clackamas County, 25 emergency food banks served 207,716 people in last fiscal year. That is 60,649 households and 3,726,369 pounds of food. We also have four meal sites in the county. These sites served 34,512 meals and 26,903 lbs. of food.

Food provided by the Oregon Food Bank is extremely important for people in need here in Clackamas County. Donations are what keep places like the Clackamas Service Center on Southeast 80th Avenue, the Sandy Community Action Center, the Estacada Area Food Bank, and the Colton Community Center up and running and able to feed the hungry.

Every year, Clackamas County Health, Housing, and Human Services holds a food drive to help support the Oregon Food Bank and the many organizations here in Clackamas County that rely on donations.

In our first food drive in 2009 we collected the equivalent of 15,440 pounds of food, in 2010 we collected 11,859 pounds, and in 2011 we collected 17,283.9 lbs.

This year, we collected the equivalent of 18,481.79 pounds of food for the Oregon Food Bank. This is a new record for the H3S Food Drive.

Over the last four years, H3S has collected more than 63,000 lbs of food.

*Healthy Families. Strong Communities.*

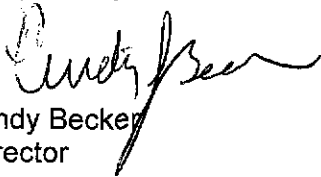
Every year we also hold a little friendly competition. The Foodie Award goes to the team that donated the most per capita, and the Can Do Award goes to the team that donated the most overall.

**The Can Do Award:** The Behavioral Health Division team claimed for the 2<sup>nd</sup> year in a row. Their total of 5,016.89 pounds represents more than 1/4 of the total that H3S collected overall.

**Foodie Award:** The Community Development/CYF team has won the Foodie Award four years in a row. Their Divisions donated 127.8 pounds per person.

On behalf of H3S I want to thank all of the staff who participated and the coordinators in each Division who helped make this food drive a success. We know that in difficult times, it is important for communities to come together to help each other. The food drive is a great example of this, and we look forward to beating our record next year.

Respectfully submitted,



Cindy Becker  
Director

For information on this issue or copies of attachments  
Please contact Cindy Becker, # 503-650-5696



Nancy Drury  
Director

DEPARTMENT OF EMPLOYEE SERVICES

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

July 19, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

**Resolution Valuing Diversity in Clackamas County**

Since 2001 Clackamas County has implemented and developed an ongoing diversity and inclusion program. The strength of that program was enhanced and continues to be sustained by the hiring of a Diversity and Inclusion Manager. The Diversity Advisory Council and the Diversity Leadership Council developed recommendations that will benefit both the County as an employer and the constituents the County serves. Given the demographic changes since the 2001 census, the recommendations set forth by these two Councils promise to enhance the County's diversity and inclusion programs. The proposed resolution responds to the recommendations and aligns with generally accepted diversity practices at work in organization and workplace culture. This resolution calls for a plan, timeline and financial impact statement to be developed and submitted for Board consideration in November 2012 for implementing program enhancements. The County's Diversity & Inclusion Manager will develop of the plan, timeline and financials impact statement in collaboration with other Clackamas County stakeholders such as the two diversity Councils, the Department of Employee Services, and County Administration.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the Resolution Valuing Diversity in Clackamas County. Your favorable consideration is requested.

Sincerely,

Emmett Wheatfall  
Diversity & Inclusion Manager  
Employee Services

For information on this issue or copies of attachments,  
please contact Emmett Wheatfall at 503-655-8291.



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

A RESOLUTION VALUING  
DIVERSITY IN CLACKAMAS  
COUNTY



Resolution No.  
(Page 1 of 3)

**WHEREAS**, Clackamas County is home to a diverse array of residents whose perspectives are shaped by their race, ethnicity, residence in rural or urban areas, language, sexual orientation, gender, age, veteran status, political philosophy, disability, and other life experiences; and

**WHEREAS**, Clackamas County is a big place – larger than Rhode Island - where there is room for people of all backgrounds and perspectives; and

**WHEREAS**, Clackamas County draws strength from its diversity in terms of our ability to solve problems, understand different perspectives and meet the needs of local businesses, small cities, and rural communities; and

**WHEREAS**, Clackamas County residents differ in many ways, but we share the values that people should be treated fairly and with dignity, that residents of all backgrounds should be safe and have the opportunity to thrive, and that all customers of county government should receive the best customer service possible; and

**WHEREAS**, the Board of County Commissioners have requested input from of a community advisory group called the Diversity Leadership Council (DLC) and an employee advisory group called the Diversity Advisory Council (DAC) on how to improve customer service and access to opportunity for residents of our large, diverse county; and

**WHEREAS**, Clackamas County is committed to providing the best service possible to our customers and a work environment in which employees from all backgrounds feel welcome and have an opportunity to succeed based on their merit;

**THEREFORE, BE IT RESOLVED THAT:**

1. The Board of County Commissioners establishes as a key priority the goals of striving for high quality customer service and equal access to opportunity to people of all backgrounds who live in or do business in Clackamas County, including but not limited to people who live in rural areas, people from historically disadvantaged groups, English Language Learners, seniors, youth and veterans;
2. The Board directs staff to take the following steps to ensure Clackamas County provides excellent service and fair access to opportunity:
  - a. Continue to support and recognize the leadership of the DLC and the DAC as a valuable resource for departments in implementing this resolution;

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

A RESOLUTION VALUING  
DIVERSITY IN CLACKAMAS  
COUNTY



Resolution No.  
(Page 2 of 3)

- b. Evaluate and consider moving the current diversity manager position within the Department of Employee Services to an executive level position with authority spanning departments to ensure that support for diversity, excellent customer service, and fair access to opportunity is integrated into planning and implementation throughout the organization;
- c. Conduct an internal review of departments to assess preparedness to meet the needs of our diverse customers and identify steps for improvement and implementation, which may begin with self assessments and pilot projects;
- d. Identify and include multilingual information on the Clackamas County website and signage in county buildings to assist English Language Learners in accessing the services they need;
- e. Include a diversity training module in the regular training that county managers receive;
- f. Allow county employees to create affinity groups, on a voluntary basis, so that people can develop camaraderie and get to know one another, as desired, within the workplace;
- g. Further develop our multilingual capacity to help customers communicate with other county staff to meet their needs;
- h. Integrate our diversity values into the hiring process to help indicate that support for diversity is a core value of the Clackamas County workplace;
- i. Conduct regular Board of County Commissioner town hall meetings in rural Clackamas communities and other parts of the county to make it easier for residents who lack easy access to Oregon City to provide input to the county commissioners regarding their needs and ideas;

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

A RESOLUTION VALUING  
DIVERSITY IN CLACKAMAS  
COUNTY



Resolution No.  
(Page 3 of 3)

3. The Board directs staff to report back in November 2012 with a plan, timeline and budget for implementing next steps and conducting this work in a cost neutral manner that utilizes existing staff wherever possible. The Board recognizes staff needs to integrate this work with other pressing matters. This work is valuable, but it does not have to be expensive.

ADOPTED this 19<sup>th</sup> day of July, 2012

By the BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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

July 19, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of Amendment #1 to Agreement #27663 with Oregon Department of  
Transportation for Federal 5310 Transportation Program Funds  
For the Purchase of a New Bus for the Catch-a-Ride Program**

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an Amendment to Agreement #27633 with Oregon Department of Transportation for Federal 5310 Capital Transportation Funds for the purchase of a new bus for the Catch-a-Ride Program.

Clackamas County Social Services (CCSS) has operated the Catch a Ride program for over five years. Catch a Ride is a shuttle service that provides transportation to seniors, persons with disabilities and low income individuals who do not have adequate access to other public transportation options. Catch a Ride operates in areas of Oregon City, Milwaukie, Happy Valley, Damascus and Clackamas and provides rides to work, job seeking and educational activities, medical appointments, shopping and to access points for other public transportation. The service has expanded considerably over the last four years and is projected to provide over 5,000 rides per year.

CCSS has applied for federal vehicle replacement funds through the Oregon Department of Transportation to purchase one additional vehicle. The new bus will seat up to 12 passengers and will be fully accessible with two wheelchair stations.

The total amount of Amendment #1 is \$49,800, bring the total contract amount to \$56,530. The grant will have no effect on staffing. The original contract was reviewed by County Counsel on June 14, 2011. This contract is effective upon execution of this agreement and terminates on June 30, 2013. No County General Funds are involved.

**Recommendation**

Staff recommends the approval of this agreement and further recommends that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

  
Cindy Becker  
Director

For information on this issue or copies of attachments  
Please contact Brenda Durbin, # 503-655-8641

*Healthy Families. Strong Communities.*

**AMENDMENT NUMBER 1  
ODOT GRANT AGREEMENT NO. 27663  
CLACKAMAS COUNTY**

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as State, and Clackamas County, hereinafter referred to as Recipient, entered into an agreement on July 13, 2011. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by State and Recipient that the agreement referenced above, although remaining in full force and effect, shall be amended to add funding and to revise the Scope of Work.

Page 1, Terms of Agreement, Paragraph 2, which reads:

2. The total Project cost is estimated at \$7,500.00, which is subject to change. The maximum allowable reimbursement by State shall be either 89.73% of allowable costs, or \$6,730.00, whichever is less. Disbursements shall be made as provided in Section II, State Obligations, Paragraph A., of this Agreement.

Shall be deleted in its entirety and replaced with the following:

2. The total Project cost is estimated at \$63,000.00, which is subject to change. The maximum allowable reimbursement by State shall be either 89.73% of allowable costs, or \$56,530.00, whichever is less. Disbursements shall be made as provided in Section II, State Obligations, Paragraph A., of this Agreement.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

Exhibit B shall be deleted in its entirety and replaced with the attached Revised Exhibit B. All references to "Exhibit B" shall hereinafter be referred to as "Revised Exhibit B."

July 19, 2012

Board of Commissioners,  
Clackamas County

Members of the Board:

**Approval of an Amendment to the Intergovernmental Agreement with  
Multnomah County, Oregon to provide funding for a Regional Liaison to Region One**

The Social Services Division of the Health, Housing, & Human Services Department requests the approval of an Amendment to an Intergovernmental Agreement with Multnomah County, Oregon for a Regional Liaison to Region One.

Region One is a partnership of Clackamas, Clatsop, Washington, Columbia, and Multnomah Counties providing regional service coordination to people with developmental disabilities. The Regional Liaison will provide coordination of services including determination of eligibility for crisis diversion services, development of short and long term plans of support, transitional services for children moving to the adult system or other state operated community programs, review of crisis plans, and present requests for crisis services at regular Region One meetings.

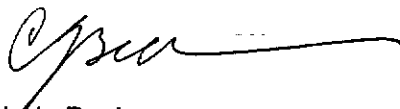
The total amount of the agreement is \$52,830.00. County Counsel reviewed and approved the agreement on June 8, 2010. It goes into effect on July 1, 2011 and terminates on June 30, 2012.

The amendment adds an additional \$52,830.00 to the agreement for a new total of \$105,660.00, and extends the agreement expiration date to June 30, 2013.

**Recommendation**

We recommend the approval of this amendment and further recommend that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker  
Director

For information on this issue or copies of attachments  
Please contact Brenda Durbin, # 503-655-8641

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

Contract Number 4600008621

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2012 between Multnomah County, Oregon, hereinafter referred to as County, and Clackamas County Social Services Division, hereinafter referred to as Contractor.

The parties agree the following changes are made to Contract No. 4600008621, under Procurement Authority Rule 46-0130(1)(f):

1. The end date of the Contract is extended through June 30, 2013.
2. \$52,830.00 in requirements funding is added to the Contract for the period July 1, 2012 through June 30, 2013.
3. The new maximum value of the Contract is \$105,660.00.
4. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

CONTRACTOR:

County Chair or Designee:

Jeff Cogen

Date:

7/3/12

Signature:

Print Name:

Dept Director or Designee:

Scotty Star

Date:

10/20/12

Title:

Date:

REVIEWED:

JENNY M. MORF  
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By  
Assistant County Attorney

N/A

Date:

Approved as to form  
by:

Date:

July 19, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of an Agreement among Clackamas County, Sandy Workforce Housing Limited Partnership and Northwest Housing Alternatives to use HOME Program Funds to Develop Affordable Multi-family Rental Housing**

The Community Development Division of the Health, Housing & Human Services Department requests approval of an Agreement with Sandy Workforce Housing Limited Partnership to use federal HOME Investment Partnership Program (HOME) funds to develop 56 units of newly constructed affordable rental housing to be located at 37800 Sunset Street in Sandy. Sandy Workforce Housing Limited Partnership will own the project. Sandy GP LLC is the general partner and Northwest Housing Alternatives, Inc., its sole member, will develop the project.

Northwest Housing Alternatives, Inc. is certified as a Community Housing Development Organization (CHDO) under the County's HOME Program. Under the terms of the Agreement, \$600,000 in HOME CHDO set aside funds will be made available for the development of the project. The HOME funds represent than five percent of project's \$12.7 million total development cost. The terms of the HOME loan will be structured to fit the needs of the project and the requirements of the federal Low Income Housing Tax Credit program, the project's primary fund source. The HOME funds will be in the form of a low-interest deferred-payment loan.

The project consists of two-, three- and four-bedroom units. Six units will be designated as HOME-assisted units with an initial period of affordability of 20 years. Of the people experiencing homelessness in Clackamas County, more than two thirds are families with children. To address that need, nine units will be set aside for homeless families with children.

The HOME funds will be used for eligible development costs defined at 24 CFR 92.206 and no HOME funds will be disbursed until the owner has closed on the tax credit financing.

County Counsel approved this agreement on June 26, 2012. No general fund dollars are involved in this project.

**Recommendation**

We recommend approval of this Agreement and that Cindy Becker be authorized to sign all related documents on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker  
Director

For more information on this issue or copies of attachments  
please contact Gloria Lewton at 503-655-8591.

*Healthy Families. Strong Communities.*



# LOAN AGREEMENT

## CLACKAMAS COUNTY HOME PROGRAM

**Name of Project: SANDY WORKFORCE HOUSING APARTMENTS**

This Loan Agreement ("**Agreement**") is entered into between Northwest Housing Alternatives, an Oregon non-profit corporation ("**NHA**" or "**Developer**"), Sandy Workforce Housing Limited Partnership, an Oregon Limited Partnership, ("**Owner**") and Clackamas County ("**County**"), a political subdivision of the State of Oregon and a Participating Jurisdiction under the HOME Program.

This Agreement includes the following attachments:

- |                             |  |
|-----------------------------|--|
| A. Legal Description        | E. HOME Affordability Requirements                         |
| B. Sources and Uses         | F. Affirmative Marketing and MBE/WBE Outreach Requirements |
| C. Schedule of Tasks        | G. Project Completion documentation                        |
| D. HOME Match Contributions |  |

The parties, in consideration of the mutual promises and obligations set forth below, agree as follows:

1. **DEFINITIONS.** Capitalized terms in this Agreement and in the other Loan Documents have the following definitions:
  - a. **Annual Income.** Annual income as defined at 24 CFR 5.609.
  - b. **Affordability Requirements.** The Affordability Requirements refer to the restrictions on rents and tenant incomes set forth in Section 10 below.
  - c. **HOME-Assisted Units or HOME Unit.** HOME-Assisted Units (HOME units) are those units in the Project which were partially or totally rehabilitated, constructed, or otherwise assisted with the use of HOME Funds. The HOME-Assisted Units are designated in Section 3 below.
  - d. **HOME Funds.** HOME Funds means the total amount of HOME Program dollars being provided by the County to the Project under this Agreement. See Section 2 below.
  - e. **HOME Program and HOME Regulations.** The federal HOME Investment Partnership Program (HOME Program) is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990. HUD's regulations and requirements for the HOME Program are located in 24 CFR Part 92. Should anything in this Agreement or the other Loan Documents conflict with the HOME regulations, the HOME regulations shall prevail.
  - f. **HUD.** The United States Department of Housing and Urban Development
  - g. **Loan Documents.** The Loan Documents are this Agreement, the Promissory Note, the Trust Deed, and the Declaration of Land Use Restrictive Covenants, all of which are incorporated into this Agreement by reference.
  - h. **Low-Income and Very Low-Income.** A Low-Income household is one whose total income does not exceed 80% of the County's median income. A Very Low-Income household is one whose total income does not exceed 50% of the County's median income.
  - i. **Median Income.** Median Income means the median income for Clackamas County, adjusted for family size, as published by HUD, from time to time.
  - j. **Owner** includes the current Owner and any subsequent Project owner, subject to the County consenting to any transfer under Section 30 below. In the case of a non-profit general partner of a limited partnership, the non-profit general partner can be considered the Owner. If the HOME Funds include CHDO set-aside funds, the CHDO or a subsidiary must own the project or be a managing general partner of the partnership owner, and must have effective project control.
  - k. **Period of Affordability.** See Section 8 below.
  - l. **Project.** The project involves the new construction of a 56-unit multi-family rental project that will be located at 37800 Sunset Street Sandy, Oregon 97055. The Project, commonly known as the Sandy Workforce Housing Apartments, will be affordable to low-income families. The legal description for the property is set forth in **Attachment A**.

- m. **Project Completion Date.** The later of the date when (a) all work has been completed, (b) the final HOME drawdown has been disbursed to the Project, and (c) the County has entered the project completion information into HUD's disbursement and information system.

**2. HOME FUNDS; LOAN TERMS**

- a. **Amount and Purpose:** County shall loan HOME funds in the amount of **\$600,000.00** to the Owner for the development and construction of the Project.
- b. **Loan Terms:**
- i. The HOME Funds will be provided as a **2.75 % interest deferred payment loan.**
  - ii. The loan shall be repayable in full upon the earlier of **50 years** from the Project Completion Date; the sale, assignment or other transfer of title to the Property without the County's consent; or the date Owner or its agents or subcontractors is otherwise in default under any of the Loan Documents (including but not limited to the failure to meet the Affordability Requirements of Section 10 below). Exceptions: A sale pursuant to the NHA's buyout option and right of first refusal will not cause the Loan to be due and payable. A transfer or assignment of a limited partner's interest in Owner shall not cause the Loan to be due and payable.
- c. **Loan Documents:** The loan shall be evidenced by this Agreement, a Promissory Note, a Trust Deed, and a Declaration of Land Use Restrictive Covenants, all of which together are incorporated by reference into this Agreement and are referred to collectively as the "**Loan Documents.**"
- d. **Recording Requirement:** The Owner agrees to record the Trust Deed and the Declaration of Land Use Restrictive Covenants, promptly after signing.
- e. The loan shall begin to accrue interest on the Project Completion Date.

**3. Payment of Obligation.**

- a. Payments of principal and interest shall be made until the loan is paid in full. All payments on the loan shall be applied first to the interest due on the loan and then the remaining amount shall be applied to the principal. No late fees will be charged.
- b. Payments shall be made at such place as County may designate in writing and shall be in the manner and amount as is described in the Promissory Note between the parties relating to this project.

**4. HOME-ASSISTED UNITS AND SPECIAL NEEDS UNITS**

- a. **HOME-Assisted Units.** Six (6) units in the project are HOME-Assisted Units, as follows:

| Bedroom Size  | TOTAL UNITS | Low-Home Units | High Home Units | Total Units HOME-Assisted |
|---------------|-------------|----------------|-----------------|---------------------------|
| 2-bedroom:    | 30          | 1              | 2               | 3                         |
| 3-bedroom:    | 20          | 1              | 1               | 2                         |
| 4-bedroom:    | 6           |                | 1               | 1                         |
| <b>TOTALS</b> | <b>56</b>   | <b>2</b>       | <b>4</b>        | <b>6</b>                  |

- b. The HOME-Assisted Units are designated as **floating** HOME units as defined at 24 CFR 92.252.
- c. See Section 10 below and **Attachment E** for rent and income limits for the HOME-Assisted Units.
- d. **Special Needs Set-aside.** Nine units will be set aside for persons with special needs to comply with the County's requirement.

**5. SOURCES AND USES OF FUNDS; SCHEDULE OF TASKS**

- a. The sources and uses of funds for the Project are set forth in **Attachment B.** Owner certifies that: (i) the sources of funds are sufficient to fund the project in full, and (ii) HOME funds shall only be used for HOME-eligible costs (see 24 CFR 92.206 and 92.214).
- b. The Schedule of Tasks to be undertaken in order to complete the Project is set forth in **Attachment C.**

**6. MATCH REQUIREMENT**

**Attachment D** documents the Project-related eligible sources of matching contributions as allowed by 24 CFR 92.218 through 92.222.

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## 7. HOME REGULATIONS

The Owner agrees to comply with the HOME regulations and with the other requirements of the Loan Documents.

## 8. ENVIRONMENTAL REVIEW

- a. The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities in 24 CFR Parts 50 and 58.
- b. The County is responsible for environmental review, decision-making, and action for each activity that it carries out with HOME funds, in accordance with 24 CFR part 58. The County will not commit any HOME funds toward construction of the Project before completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by 24 CFR Part 58.
- c. HOME Funds cannot be used for acquisition or construction in identified special flood hazard areas unless the Project is subject to the mandatory purchase of flood insurance as required by Section 102(a) of the Flood Disaster Protection Act of 1973.
- d. In the event that changes or modifications to the approved HOME activities are necessary, the Owner must, prior to any additional commitment or expenditure of funds, submit all necessary supplemental environmental review information and data to the County for the purpose of updating the environmental review record.

## 9. PERIOD OF AFFORDABILITY

- a. **The INITIAL Period of Affordability is the HUD-required Period of Affordability. It shall be 20 years,** without regard to the term of the loan or the transfer of ownership, except as noted in subsection d below. The **INITIAL Period of Affordability** begins on the Project Completion Date.
- b. The **EXTENDED Period of Affordability** begins at the end of the INITIAL Period of Affordability and continues until such time as the loan is paid in full.
- c. Unless specified otherwise, the Period of Affordability includes both the INITIAL and the EXTENDED Periods of Affordability.
- d. **Termination of Period of Affordability.** In accordance with 24 CFR 92.252(e), the Period of Affordability may be terminated upon foreclosure or transfer in lieu of foreclosure, but shall be revived according to the original terms if during the original Period of Affordability, the owner of record before the foreclosure or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the project or property.

## 10. AFFORDABILITY REQUIREMENTS (RENTS AND TENANT INCOMES)

- a. To ensure compliance with the HOME "Program Rule", at initial occupancy all of the HOME-Assisted Units must be rented to tenants whose incomes at the time of the tenant's initial occupancy, are less than or equal to 60% of the median income.
- b. **Low-HOME Units.** If the number of HOME-Assisted Units is 5 or more, at least 20% of the HOME-Assisted Units must be occupied initially and throughout the Period of Affordability by tenants, who at the time of their initial occupancy are very-low-income tenants and the initial rents for those units must not exceed the Low HOME rents shown in **Attachment E**. These rents are subject to periodic adjustment by HUD. If the unit receives federal or state project-based rental assistance, the Low-HOME rent shall not exceed the allowable rent under the rental assistance program.
- c. **High-HOME Units.** After initial occupancy as indicated in paragraph (a) above, the remaining HOME-Assisted Units must be rented during the Period of Affordability to tenants, who at the time of their initial occupancy are low-income tenants and the initial rents for these units must not exceed the High HOME rents shown in **Attachment E**. These rents are subject to periodic adjustments by HUD.
- d. Increases in Tenant's Income.

- i. Low-HOME rent units
    1. If the income of a tenant in a Low-HOME rent unit rises above 50% of median income, but does not exceed 80% of median income, then the next available HOME-Assisted Unit (for fixed-unit projects) or the next available comparable unit (for floating-unit projects) must be rented to a very-low-income tenant. The unit occupied by the tenant whose income increased becomes a High-HOME unit and the High-HOME rent must be charged, provided that in no event shall the rent of a tenant of a HOME-Assisted Unit that has been allocated federal low-income housing tax credits ("LIHTC") increase beyond the maximum applicable LIHTC rent for such unit.
    2. The rent for the unit occupied by the tenant whose income has increased above 80% of median income will be set in accordance with subparagraph iii below.
  - ii. High-HOME rent units
    1. The income of a tenant in a High-HOME rent unit can increase to 80% of median income with no change in the status as a HOME-Assisted Unit or in the tenant's rent.
    2. If the income of a tenant in a High-HOME rent unit rises above 80% of median income, then the next available HOME-Assisted Unit (for fixed-unit projects) or the next available comparable unit (for floating-unit projects) must be rented to a tenant whose income does not exceed 80% of median income.
    3. The rent for the unit occupied by the tenant whose income has increased above 80% of median income will be set in accordance with subparagraph iii below.
  - iii. Over-income Tenants: In accordance with 24 CFR 92.252(i), a tenant who no longer qualifies as a low-income household must pay as rent 30 percent of the household's adjusted gross income, except that:
    1. In no event shall the tenant of a HOME-Assisted Unit that has been allocated federal low-income housing tax credits ("LIHTC") be charged rent in excess of the maximum applicable LIHTC rent for such unit.
    2. If the HOME-Assisted Unit is a floating unit, a tenant who no longer qualifies as a low-income household is not required to pay as rent an amount that exceeds the market rent for a comparable unassisted unit in the neighborhood.
- e. Certification and Recertification of Tenant Income: The Owner must certify each tenant's household income, and must recertify such income annually in accordance with HOME regulations.

## **11. TENANT SELECTION CRITERIA; LEASE REQUIREMENTS**

- a. The Owner must adopt written tenant selection policies and criteria for the HOME-Assisted Units, which must be approved by the County. The criteria must be consistent with the purpose of providing housing for very-low-income and low-income households, must be reasonably related to program eligibility and the applicant's ability to perform the lease obligations, must provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as practicable, and must give prompt written notification to any rejected applicant of the grounds for any rejection.
- b. Tenants must be offered renewable lease agreements with an initial duration of at least one year, unless a shorter time period is mutually agreed upon by the tenant and the landlord.
- c. In compliance with 24 CFR 92.252(d), the owner cannot discriminate against rental assistance subsidy holders.
- d. Tenant leases may not contain any of the following provisions:
  - i. Agreement by the tenant to be sued or to have a judgment entered in favor of Owner;
  - ii. Except as allowed by Oregon law, agreement by the tenant to allow Owner to take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties.
  - iii. Agreement by the tenant not to hold Owner liable for any action or failure to act.
  - iv. Agreement by the tenant that Owner may institute a lawsuit without notice to the tenant.

- v. Agreement by the tenant that Owner may evict tenant without instituting court proceedings in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
  - vi. Agreement by the tenant to waive any right to a trial by jury, to waive the tenant's right to appeal, or otherwise challenge in court, a court decision in connection with the lease;
  - vii. Agreement by the tenant to pay attorney fees or costs even if the tenant wins in a court proceeding against the Owner. The tenant may however be obligated to pay costs and attorney fees if the tenant loses.
- e. The Owner may not terminate the tenancy or refuse to renew the tenant's lease except for serious or repeated violation of the terms of the lease, for violation of law, for completion of the tenancy period for transitional housing, or for other good cause. To terminate or refuse to renew tenancy, Owner must serve written notice on the tenant specifying the grounds for the eviction at least 30 days before the termination of the tenancy.

## **12. PROPERTY STANDARDS**

- a. Upon completion, the Project must meet all of the applicable Property Standards in 24 CFR 92.251. County staff will inspect the Project to assure compliance with the Property Standards.
- b. Throughout the Period of Affordability, the Project must be maintained so that it continues to meet the property standards set forth in 24 CFR 92.251.

## **13. INDEMNIFICATION AND INSURANCE**

Owner 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, except when due to the County's sole negligence or intentional misconduct, arising from performance of this agreement.

Owner shall maintain all-risk property insurance in the amount of the full replacement value of the Project, commercial general liability insurance in the minimum amount of \$ 1,000,000.00, and Rent Loss insurance in an amount equal to 6 months rental income. Owner shall provide County proof of insurance in the required amounts upon execution of this loan document, and again upon request of the County. Owner shall give county no less than 30 days notice if there is a cancellation, nonrenewal or material change of Owner's insurance. See paragraph 1.12 of the Trust Deed for additional insurance requirements.

## **14. EVENTS OF DEFAULT**

- a. An event of default under the Loan Documents includes, but is not limited to, the following; provided that the party declaring a default has first provided to the other party thirty days written notice specifying the alleged default and giving such other party the opportunity to cure the alleged default during that 30 day period, or during such longer period as is agreed to by the non-defaulting party in writing.
  - i. Securing all Funding. The Owner must secure all fund sources identified in Attachment B within 12 months from the Effective Date identified in Section 32.
  - ii. Availability of the Project's HOME-assisted housing units. Within 36 months from the Effective Date identified in Section 32 the HOME-Assisted Units funded under this Agreement must be available for occupancy.
  - iii. Noncompliance with the Affordability Requirements at any time during the term of this Loan.
- b. In the event of default under the Loan Documents as stated in Section 13 (a) above, both the limited partner and the General Partner of the Owner must be provided with the same notice and opportunity to cure. Unless written notice is otherwise provided to the County, notice to the limited partner shall be provided to the following:

Sandy GP LLC  
2316 SE Willard Street  
Milwaukie, OR 97222

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**15. REMEDIES FOR DEFAULT**

- a. In the event of default, either party may pursue any legal or equitable remedy available to it. Without limiting the foregoing, County may (i) declare the entire amount of the Loan due and payable at once, or (ii) extend the Period of Affordability for a period equal to the length of the period during which noncompliance with the Affordability Requirements existed.
- b. The County and any tenant or applicant who meets the income limitation applicable under 24 CFR 92 (whether prospective, present or former occupant) shall be entitled, for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the Owner of its obligations under this Agreement in state court.

**16. AFFIRMATIVE MARKETING**

If the Project contains five or more HOME-Assisted Units, the Owner must implement and follow the adopted Affirmative Marketing Plan of the County, Attachment F. The Owner must maintain records evidencing compliance with the Plan.

**17. MINORITY/WOMEN'S BUSINESS**

In accordance with Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), the County has adopted procedures and requirements for HOME projects for the purpose of encouraging the use of minority and women's business enterprises. The Owner certifies that it will follow and implement the adopted procedures and requirements in **Attachment F**.

**18. NON-DISCRIMINATION**

- a. The Owner must comply with all applicable federal, state, and local laws prohibiting discrimination on the basis of age, sex, marital status, familial status, religion, race, creed, color, sexual orientation, nationality, the presence of any sensory, mental or physical handicap, or other protected class. These requirements apply to both employment opportunities and the provision of housing and are specified in
  - i. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 200d et seq.);
  - ii. Title VI; Civil Rights Act of 1968, Title VIII, as amended;
  - iii. Equal Employment Opportunity, Executive Order 11246, as amended;
  - iv. Section 3 of the Housing and Urban Development Act of 1968;
  - v. Section 504 of the Rehabilitation Act of 1973;
  - vi. The Fair Housing Act of 1988 (42 U.S.C. 3601-3620);
  - vii. Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259);
  - viii. Age Discrimination Act of 1975, as amended (42 U.S.C. 6101); and
  - ix. Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225).
- b. The Owner must maintain data on the extent to which each racial and ethnic group and single-headed household (by gender of head of household) have applied for and rented the HOME-Assisted Units.

**19. DISBURSEMENT OF FUNDS**

- a. The Owner agrees to request funds under this Agreement only when they are needed for payment of specific allowable costs and only in amounts needed to pay such costs.
- b. The payment request must be accompanied by source documentation for actual expenses.
- c. The County shall verify requested amounts for satisfactory completion prior to payment. Payments shall be based upon work completed and approved by the County.
- d. Five percent (5%) of HOME funds will be withheld until the Owner provides the County with the documentation outlined in **Attachment G**.
- e. County will not disburse any HOME funds until (a) all the Loan Documents are signed, and (b) the Trust Deed and Declaration of Land Use Restrictive Covenants are recorded.

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## **20. CONTRACTOR DEBARMENT AND SUSPENSION**

In order to comply with the requirements of 24 CFR Part 24, the Owner must obtain a certification guaranteeing that no participants in lower tier covered transactions, having to do with the Project financed in whole or in part by the HOME Funds, are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal projects.

## **21. SECTION 3 REQUIREMENTS**

Section 3 of the Housing and Urban Development Act of 1968, as amended, applies to:

- Projects for which HUD's share of the project cost exceeds \$200,000; and
- Contracts and subcontracts awarded on projects for which HUD's share of project costs exceeds \$200,000, and the contract or subcontract exceeds \$100,000.

Section 3 requires that to the greatest extent feasible opportunities for training and employment in connection with planning and carrying out the Project be given to low-income residents of the project area, and contracts for work in connection with the Project be awarded to business concerns, including but not limited to individuals for firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the project area.

## **22. LEAD BASED PAINT**

For all units in the Project (not just HOME-Assisted Units) and for common areas, the Owner must comply with the HUD Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR 982.401(j)) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC Sections 4831 et. seq.) requiring prohibition of the use of lead-based paint whenever HOME Funds are used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

## **23. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT**

The Owner must comply with all the regulations and laws regarding displacement, relocation, acquisition and replacement of housing, including those contained in 24 CFR 92.353 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601-4655).

## **24. CONFLICT OF INTEREST**

Unless an exception is granted by the County pursuant to 24 CFR 92.356(f)(2), no developer, owner or sponsor of the Project, or officer, employee, agent or consultant of the owner, developer or sponsor, may occupy a HOME-Assisted Unit in the Project. This section does not apply to an employee or agent who occupies a HOME-Assisted Unit as the project manager or maintenance worker.

## **25. FAITH BASED ACTIVITIES**

- a. Organizations that are directly funded under the HOME program may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided.
- b. An organization that participates in the HOME program shall not, in providing program assistance, discriminate against a program beneficiary, or prospective program beneficiary, on the basis of religion or religious belief.
- c. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. HOME funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part.

## **26. RECORDS**

- a. The Owner must keep such records as are necessary to demonstrate compliance with all parts of this Agreement, including but not limited to the affordability requirements, tenant lease provisions, property

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standards, affirmative marketing, anti-discrimination, Section 3, MBE/WBE, environmental review, relocation/displacement/property acquisition, labor requirements, lead-based paint, conflict of interest, debarment and suspension and intergovernmental review.

- b. Owner must annually provide tenant eligibility records to the County.
- c. Record Retention Periods. Owner must maintain records pertaining to each tenant in a HOME-Assisted Unit, including income verifications, project rents and project inspections for at least the most recent five year period, until five years after the Period of Affordability has expired.
- d. Access to Records. HUD, the Comptroller General of the U.S., the County, and any of their representatives, have the right of access to any pertinent books, documents, papers or other records, in order to make audits, examinations, excerpts or transcripts, or otherwise determine compliance with HOME regulations.

#### **27. MONITORING**

- a. When the Project is completed, the county staff will make an on-site visit to monitor compliance with the HOME property standards and rent and occupancy standards.
- b. The County will monitor the performance of the Owner to assure compliance with the requirements of this Agreement. During the INITIAL Period of Affordability, the monitoring will be conducted **in compliance with 24 CFR 92.504(d)**.
- c. Any duly authorized representative of the Secretary of HUD or the Comptroller General of the United States or the County shall at all reasonable times have access to and the right to inspect, copy audit, and examine all books, records and other documents relating directly to the Owner's receipt and disbursement of the HOME Funds, as well as access to the Project. Upon request, the Owner must assist the County by serving notice to affected tenants, as required under Oregon Law.

#### **28. ATTORNEY FEES**

If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the Bankruptcy laws of the United States) is instituted in connection with any controversy arising out of this Agreement or any of the other Loan Documents, or to interpret or enforce the terms and provisions of this Agreement or any of the other Loan Documents, the prevailing party shall be entitled to recover its attorneys' fees and all other costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

#### **29. WAIVER**

Failure by either party to enforce any right under this Agreement shall not be deemed to be a waiver of that right or of any other right.

#### **30. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on and inure to the benefit of the heirs, successors, and assigns of each party, provided that written consent is obtained from the other party.

#### **31. AUTHORITY TO SIGN**

Each party signing this Agreement, and the other Loan Documents, represents that it has full power and authority to enter into this Agreement, and the persons signing this Agreement for such party, if such party is not an individual, have full power and authority to sign for such party and to bind it to this Agreement, and to sell, transfer and convey all right, title, and interest in and to the Property in accordance with the Loan Documents. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.



**32. EFFECTIVE DATE**


The Effective Date of this Agreement is the date it is signed by all parties.

**PROJECT OWNER:**

**Sandy Workforce Housing Limited Partnership**  
By: Sandy GP LLC, its General Partner  
By: Northwest Housing Alternatives, its sole member  
and manager

**CLACKAMAS COUNTY**

Commissioner Charlotte Lehan, Chair  
Commissioner Jim Bernard  
Commissioner Jamie Damon  
Commissioner Ann Lininger  
Commissioner Paul Savas

By:   
\_\_\_\_\_  
(signature)

Signing on Behalf of BCC:  
\_\_\_\_\_  
(signature)

Printed Name: Martha McLennan  
Title: Authorized Signer  
Phone: (503) 654-1007  
Fax: (503) 654-1319  
Federal ID#

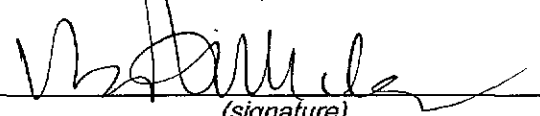
Printed Name: Cindy Becker  
Title: Director, Health Housing and Human Services

7/9/2012  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PROJECT DEVELOPER:**

Northwest Housing Alternatives  
Address: 2316 SE Willard Street  
Milwaukie, OR 97222

By:   
\_\_\_\_\_  
(signature)

Printed Name: Martha McLennan  
Title: Executive Director  
Phone: (503) 654-1007  
Fax: (503) 654-1319  
Federal ID# 93-0814473

7/9/2012  
\_\_\_\_\_  
Date

## Attachment A. Legal Description

### PARCEL I:

Part of the Northeast quarter of the Southeast quarter of Section 14, Township 2 South, Range 4 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of the Northeast quarter of the Southeast quarter of Section 14, Township 2 South, Range 4 East of the Willamette Meridian; thence South on the 1/16th section line 660.00 feet; thence East 250.00 feet; thence North 660.00 feet to the 1/4 section line; thence West 250.00 feet to the place of beginning.

EXCEPT the North 20.00 feet thereof reserved for public road purposes.

### PARCEL II:

That certain tract of land described in Deed Book 663, Page 543, Clackamas County Deed Records. Part of the Northeast one-quarter of the Southeast one-quarter of Section 14, Township 2 South, Range 4 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at the quarter section corner on the east line of said Section 14; thence West on quarter section line a distance of 230 feet to the Northwest corner of a tract of land described in Deed recorded in Book 441, Page 333, Deed Records of Clackamas County, Oregon; thence continuing Westerly along the quarter section line 850 feet, more or less, to the Northeast corner of that tract of land described in Deed to the City of Sandy Recorded August 3, 1946, in Book 373, Page 392, Deed Records, said point also being the Northwest corner of a tract of land conveyed to Percy T. Shelley, et ux, by Deed recorded June 30, 1955 in Book 497, Page 553, Deed records, said point is also the point of beginning of the tract to be described; thence Southerly along the Easterly line of the aforementioned City of Sandy Tract, 660 feet, more or less, to a point on the Northerly line of that tract described in Deed to R. Smith, et ux, recorded October 30, 1946, in Book 379, Page 505, Deed Records, thence Easterly along the Northerly line of said Smith Tract, 66 feet, to a point; thence Northerly parallel with the Easterly line of the aforementioned City of Sandy Tract, 660 feet, more or less, to a point in the North line of the aforementioned Shelley Tract; thence Westerly along the North line of said Shelley Tract, 66 feet to the point of beginning.

EXCEPT therefrom the Northerly 20 feet thereof conveyed to Clackamas County for road purposes.

### Parcel III:

A tract of land situated in the Southeast one-quarter of Section 14, Township 2 South, Range 4 East of the Willamette Meridian in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at the Southwest corner of that certain tract of land conveyed to the City of Sandy, a Municipal Corporation, by deed recorded in Book 373, Page 484, Deed Records; thence North 1°40'20" West 652.99 feet; thence North 89°08'50" East, parallel with the 20.00 feet South, when measured at right angles, from the North line of said Southeast one-quarter, a distance of 24.78 feet to a point in the West line of the above mentioned City of Sandy tract; thence South 0°30'40" West, along said West line a distance of 642.96 feet to the point of beginning.

July 19, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of a Professional, Technical, and Consultant Service Contract with Oregon Family Support Network to Provide Peer Support Services**

The Clackamas County Behavioral Health Division of the Health, Housing and Human Services Department requests the approval a renewal Professional, Technical, and Consultant Service contract with Oregon Family Support Network providing peer support services.

Oregon Family Support Network provide peer supports to families with a child(ren) receiving mental health services at the Hilltop Clinic located at 998 Library Court, Oregon City, Oregon and the Sandy Clinic located at 38872 Proctor Boulevard, Sandy, Oregon. The previous contract for these services for reviewed and approved by the Board on July 7, 2011.

The maximum contract value is \$317,329. County Counsel has reviewed and approved this contract as part of the H3S contract standardization project. No County General Funds are involved. The effective date of the agreement is retroactive back to July 1, 2012 due to the signature process taking additional time to complete. It terminates on June 30, 2013.

**Recommendation**

We recommend the approval of this contract and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker  
Director

For information on this issue or copies of attachments,  
please contact Emily M. Zwetzig at (503) 742-5318.

*Healthy Families. Strong Communities.*

# PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT

This contract is between Clackamas County acting by and through its Health, Housing, and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY", and **OREGON FAMILY SUPPORT NETWORK**, hereinafter called "CONTRACTOR".

## I. SCOPE OF SERVICES

- A. CONTRACTOR agrees to accomplish the following work under this contract: Provide peer supports to families with a child or children receiving mental health services at the Hilltop Clinic located at 998 Library Court, Oregon City, Oregon and the Sandy Clinic located at 38872 Proctor Boulevard, Sandy, Oregon. Children and families served may also be receiving services from other providers within the Clackamas MHO network as described in Attachment 1.
- B. CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency.
- C. Services required under the terms of this agreement shall commence **July 1, 2012**. This agreement shall terminate **June 30, 2013**.

## II. COMPENSATION AND RECORDS

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

The total payment to CONTRACTOR shall not exceed: **\$317,329**.

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

CONTRACTOR may submit an invoice up to 50% of the maximum compensation under this contract at contract initiation. CONTRACTOR shall submit invoices quarterly over the term of the contract.

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

CONTRACTOR shall submit an invoice and required reports as described in Attachment 1. Invoices shall be submitted to:

Clackamas County Behavioral Health Division  
Attn: Ally Linfoot  
2051 Kaen Road, # 367  
Oregon City, Oregon 97045

Within thirty (30) days after receipt of the bill, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CONTRACTOR.

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

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

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

**III. MANNER OF PERFORMANCE**

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

**IV. GENERAL CONDITIONS**

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

**1. Commercial General Liability**

Required by COUNTY

Not required by COUNTY

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

**2. Commercial Automobile Liability**

Required by COUNTY

Not required by COUNTY

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

**3. Professional Liability**

Required by COUNTY

Not required by COUNTY

CONTRACTOR agrees to furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

**4. Additional Insured Provisions**

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

**5. Notice of Cancellation**

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

**6. Insurance Carrier Rating**

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

**7. Certificates of Insurance**

As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the contract have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

**8. Independent Contractor Status**

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

**9. Primary Coverage Clarification**

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

**10. Cross-Liability Clause**

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

- C. Amendments: The terms of this contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY.
- D. Termination: This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.
1. COUNTY may terminate this contract effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:
    - a. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
    - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
    - c. If any license or certificate required by law or regulation to be held by the CONTRACTOR to provide the services required by this contract is for any reason denied, revoked, or not renewed.
    - d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this contract.
    - e. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
  2. COUNTY by written notice of default (including breach of contract) to CONTRACTOR may terminate the whole or any part of this agreement:
    - a. If CONTRACTOR fails to provide services called for by this contract within the time specified herein or any extension thereof; or
    - b. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.
    - c. If CONTRACTOR fails to provide services, outcomes, or reports as specified by COUNTY in this contract.
    - d. The rights and remedies of COUNTY provided in the above clause related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

- E. Oregon Public Contracting Provisions and Constitutional Limitations: Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:
1. CONTRACTOR shall:
    - a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the prosecution of the work provided for in this contract.
    - b. Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this agreement.
    - c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
    - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  2. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of this agreement.
  3. Employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.
  4. CONTRACTOR shall promptly, as due, make payment to any person, partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for the services and all moneys and sums that CONTRACTOR collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
  5. CONTRACTOR, if it is an employer of one or more workers subject to workers compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
  6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. Future Support: COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this contract.
- G. Integration: This contract contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.



This contract consists of four (4) sections plus the following exhibits which by this reference is incorporated herein:

- Exhibit A                 Scope of Services
- Exhibit B                 FY 2013 Financial Transactions and audit Requirements
- Exhibit C                 Subrecipient Terms and Conditions

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

**OREGON FAMILY SUPPORT NETWORK**

By: Sandra S. Bumpus  
Sandy Bumpus, Executive Director

Date June 25, 2012  
P.O Box 17848  
Street Address  
Salem, Oregon 97305  
City/State/Zip  
(503) 709-3327     /  
Phone Number           / Fax  
503-870-3161

Contractor's Federal I.D. # or Social Security # if  
Individual 93-114601

**CLACKAMAS COUNTY**

- Commissioner: Charlotte Lehan, Chair
- Commissioner: Jim Bernard
- Commissioner: Jamie Damon
- Commissioner: Ann Lininger
- Commissioner: Paul Savas

**Signing on Behalf of the Board:**

Cindy Becker, Director  
Health, Housing, and Human Services Department

Date \_\_\_\_\_

July 19, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of an Intra-Agency Agreement with  
Clackamas County Children, Youth and Families Division for  
Alcohol and Drug Prevention Strategies**

Clackamas County Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Intra-Agency Agreement with Clackamas County Children, Youth and Families Division to provide alcohol and drug prevention strategies to young adults of Clackamas County with substance use disorders.

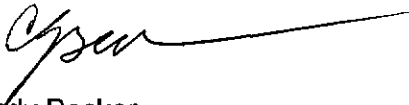
This contract was previously presented to the board August 25, 2011 and approved.

The total amount of this agreement is \$180,000. The funding for this agreement is provided through the State of Oregon, Oregon Health Authority, 2011-2013 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services, specifically A&D (Alcohol and Drug) 60 Strategic Prevention Framework State Incentive Grant funds. No County General Funds are involved. County Counsel has reviewed and approved this contract as part of the H3S contract standardization project. The agreement is effective July 1, 2012 and terminates on June 30, 2013. It is retroactive due to receiving the agreement from the State late that outlines the requirements and commits the funds.

**Recommendation**

We recommend the approval of this agreement and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker  
Director

For information on this issue or copies of attachments,  
please contact Emily M. Zwetzig at (503)742-5318.

**INTRA-AGENCY AGREEMENT**  
**BETWEEN**  
**CLACKAMAS COUNTY HEALTH, HOUSING AND HUMAN SERVICES**  
**BEHAVIORAL HEALTH DIVISION**  
**AND**  
**CLACKAMAS COUNTY HEALTH, HOUSING AND HUMAN SERVICES**  
**CHILDREN, YOUTH AND FAMILIES DIVISION**

1. PURPOSE

This agreement between **Clackamas County Behavioral Health Division** herein referred to as "CCBHD" and **Clackamas County Children, Youth and Families Division** herein referred to as "CYFD" provides alcohol and drug prevention strategies delivered to young adults of Clackamas County with substance use disorders. The purpose of these services is to build upon the Strategic Prevention Framework State Incentive Grant (SPF SIG) program to provide an effective comprehensive prevention framework with a common set of goals:

- Prevent the onset and reduce the progression of substance abuse;
- Reduce substance abuse-related problems; and
- Build prevention capacity and infrastructure.

2. SCOPE OF WORK

CYFD agrees to:

- a. Collaborate with CCBHD on a target population within Clackamas County of 18 to 25 year olds with a demonstrated readiness/capacity to mobilize the community to implement the SPF);

*The SPF SIG program is one of SAMHSA's (Substance Abuse and Mental Health Services Administration - Federal) infrastructure grant programs. SAMHSA's infrastructure grants support an array of activities to help grantees build a solid foundation for delivering and sustaining effective substance abuse and/or mental health services.*

- b. Implement all five SPF-defined steps as trained by the State of Oregon, Oregon Health Authority, Addictions and Mental Health (AMH).

1. Assessment – Complete additional needs assessment data collection: utilizing localized data, measuring the intervening variable for problem behavior through completion of a logic model. Complete other assessment tools as directed to include Tri-Ethnic Community Readiness Assessment and Center for Substance Abuse Prevention (CSAP) cross site evaluation instruments;
2. Capacity – Dedicate one staff to SPF position;
3. Coalition – Utilize existing Clackamas Prevention Coalition that represents required sectors for planning;

Intra-Agency Agreement

Clackamas County Children, Youth and Families Division – A&D 60 Funds

Page 2 of 6

4. Planning – Complete a comprehensive plan that addresses all five steps of the SPF SIG (State Incentive Grant) process with inclusion of sustainability and cultural competency;
  5. Implementation – Gain SPF Advisory Council approval of evidence-based environmental strategies, policies, and practices to be implemented to address priority area;
  6. Evaluation – Complete evaluation tools as instructed by AMH. Complete data entry and reports. Promote use of Student Wellness Survey in local schools.
- c. Collaborate and where appropriate pass through funding to local coalitions.
  - d. Provide mentoring to counties in close proximity.
  - e. OUTCOMES:
    1. Decrease in use rates for 18-25 year olds in Clackamas County on highest contributor;
    2. Eliminate overlap among prevention program, providers and agencies;
    3. Promote agency collaboration and coordination in Clackamas County;
    4. Develop a common prevention language built on a sustainable prevention system;
    5. Increase the effectiveness of practices, policies, and program by moving to EBO's and use of prevention funds for environmental strategies/approaches;
    6. Increase mentoring for new coalitions;
    7. Increase acceptance for a data driven approach and utilization of AMH data.

3. REPORTING REQUIREMENTS

CYFD will provide quarterly progress reports that track the progress of the SPF process and submit the progress report to CCBHD on a quarterly basis. These reports are due within 30 days after the end of each quarter.

4. COMPENSATION

Compensation shall consist of the following components:

|  |           |
|--|-----------|
| A&D 60 Funds: Strategic Prevention Framework (SPF) | \$180,000 |
|--|-----------|

CYFD will be compensated quarterly based on actual expenditures. One quarter of the value of the agreement (\$45,000) will be advanced through an interfund upon execution of this agreement and adjusted to actual at the time of the second quarter interfund transfer.

The total compensation to CYFD shall not exceed **\$180,000**.

CYFD will submit quarterly interfund requests to CCBHD for a transfer of funds supported by an expenditure report. CCBHD will transfer funds to CYFD through an interfund based on the request and supporting documentation. CYFD will submit progress reports, expenditure reports and interfund requests to:

Office of Business Services  
Attention: Accounts Payables

5. LIASON RESPONSIBILITY

Teri Beemer (503)655-8356 will act as liaison from CCBHD and Rodney Cook (503)650-5677 will act as liaison from CYFD.

6. TERM OF AGREEMENT

This agreement becomes effective **July 1, 2012**, and will continue through until **June 30, 2013**. This agreement is subject to early termination by either of the parties when thirty (30) days' written notice has been provided to the other party.

This contract consists of six (6) sections plus the following exhibits:

Exhibit A Behavioral Health AD70 and Prevention System


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

CLACKAMAS COUNTY  
CHILDREN, YOUTH AND FAMILIES DIVISION

  
\_\_\_\_\_  
Rodney Cook, Director

7-3-12  
Date

CLACKAMAS COUNTY  
BEHAVIORAL HEALTH DIVISION

  
\_\_\_\_\_  
Teri Beemer  
Director

7/10/12  
Date

CLACKAMAS COUNTY  
HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT

\_\_\_\_\_  
Cindy Becker  
Director

\_\_\_\_\_  
Date

July 19, 2012

COPY

Board of Commissioners  
Clackamas County

Members of the Board

**Approval of an Intra-Agency Agreement with  
Clackamas County Children, Youth and Families Division for  
Alcohol and Drug Prevention Strategies**

Clackamas County Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Intra-Agency Agreement with Clackamas County Children, Youth and Families Division to provide alcohol and drug prevention strategies to work with families within Clackamas County.

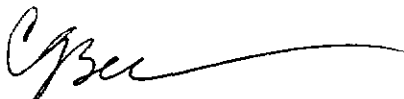
This contract was previously presented to the board June 23, 2011 and approved.

The total amount of this agreement is \$430,625. The funding for this agreement is provided through the State of Oregon, Oregon Health Authority, 2011-2013 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services, specifically A&D (Alcohol and Drug) 70 Prevention Services funds. No County General Funds are involved. County Counsel has reviewed and approved this contract as part of the H3S contract standardization project. The agreement is retroactive due to receiving the agreement from the State late commits the funds. It is effective July 1, 2012 and terminates on June 30, 2013.

**Recommendation**

We recommend the approval of this agreement and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker  
Director

For information on this issue or copies of attachments,  
please contact Emily M. Zwetzig at (503)742-5318.

**INTRA-AGENCY AGREEMENT**  
**BETWEEN**  
**CLACKAMAS COUNTY HEALTH, HOUSING AND HUMAN SERVICES**  
**BEHAVIORAL HEALTH DIVISION**  
**AND**  
**CLACKAMAS COUNTY HEALTH, HOUSING AND HUMAN SERVICES**  
**CHILDREN, YOUTH, AND FAMILIES DIVISION**

1. PURPOSE:

This agreement between **Clackamas County Behavioral Health Division** herein referred to as "CCBHD" and **Clackamas County Children, Youth and Families Division** herein referred to as "CYFD" provides alcohol and drug prevention strategies working with families of Clackamas County.

2. SCOPE OF WORK

CYFD agrees to:

- a. Implement Project Alert curriculum to Clackamas County Schools. See Exhibit A.
- b. Support development and training of Clackamas County Prevention Coalitions. See Exhibit A.
- c. Develop a partnership involving youth and community.
- d. Implement Alcohol and Drug (A&D) Intervention Groups within the community. See Exhibit A.
- e. CYFD agrees that its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the CYFD acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CYFD and CYFD's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of client records or other client identifying information.

3. REPORTING REQUIREMENTS

CYFD will provide quarterly progress reports that track the number of clients receiving services and submit a progress report to CCBHD on a quarterly basis. These reports are due within 30 days after the end of each quarter.

4. COMPENSATION

Compensation shall consist of the following components:

|                               |           |
|-------------------------------|-----------|
| A&D 70 Funds: Prevention Plan | \$170,625 |
| A&D Prevention Specialists    | \$260,000 |





July 19, 2012

Board of Commissioners  
Clackamas County

Members of the Board

**Approval of a Professional, Technical, and Consultant Service Contract with  
Iron Tribe for Peer Support Services**

Clackamas County Behavioral Health Division of the Health, Housing and Human Services Department requests the approval of a renewal Professional, Technical, and Consultant Service Contract with Iron Tribe for peer support services


Iron Tribe provides peer support services to adults who have recently been released or will soon be released from jail or prison and are returning to the Clackamas County community. The previous agreement for these services was reviewed by the Board on July 7, 2011 and January 19, 2012.

The total amount of this contract is \$348,845. Funding is provided through the Oregon Health Authority, Community Mental Health Program agreement; no County General Funds are involved. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project. It is effective July 1, 2012 and terminates on June 30, 2013. The contract is retroactive due to contract negotiations taking longer than anticipated.

**Recommendation**

We recommend approval of this agreement and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker  
Director

For information on this issue or copies of attachments,  
please contact Emily M. Zwetzig at (503)742-5318.

# PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT

This contract is between Clackamas County acting by and through its Health, Housing, and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY", and IRON TRIBE, hereinafter called "CONTRACTOR".

## I. SCOPE OF SERVICES

- A. CONTRACTOR agrees to accomplish the following work under this contract: Provide peer support services to adults receiving addiction and/or mental health services within Clackamas County who have recently been released or will soon be released from jail or prison and will be returning to the Clackamas County community as described in Attachment 1.
- B. CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency.
- C. Services required under the terms of this agreement shall commence July 1, 2012. This agreement shall terminate June 30, 2013.

## II. COMPENSATION AND RECORDS

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

The total payment to CONTRACTOR shall not exceed: \$348,845.

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

CONTRACTOR may submit an invoice up to 50% of the maximum compensation under this contract at contract initiation. CONTRACTOR shall submit invoices quarterly over the term of the contract.

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

CONTRACTOR shall submit an invoice and required reports as described in Attachment 1. Invoices shall be submitted to:

Clackamas County Behavioral Health Division  
Attn: Ally Linfoot  
2051 Kaen Road, # 367  
Oregon City, Oregon 97045

Within thirty (30) days after receipt of the bill, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CONTRACTOR.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should CONTRACTOR fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until CONTRACTOR submits

required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

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

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

**III. MANNER OF PERFORMANCE**

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

**IV. GENERAL CONDITIONS**

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

**1. Commercial General Liability**

Required by COUNTY

Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability

insurance for the indemnity provided under this contract. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

**2. Commercial Automobile Liability**

Required by COUNTY

Not required by COUNTY

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

**3. Professional Liability**

Required by COUNTY

Not required by COUNTY

CONTRACTOR agrees to furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

**4. Additional Insured Provisions**

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

**5. Notice of Cancellation**

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

**6. Insurance Carrier Rating**

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

**7. Certificates of Insurance**

As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the contract have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

**8. Independent Contractor Status**

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

**9. Primary Coverage Clarification**

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

**10. Cross-Liability Clause**

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

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

D. Termination: This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.

1. COUNTY may terminate this contract effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

- a. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
- c. If any license or certificate required by law or regulation to be held by the CONTRACTOR to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this contract.
- e. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

2. COUNTY by written notice of default (including breach of contract) to CONTRACTOR may terminate the whole or any part of this agreement:

- a. If CONTRACTOR fails to provide services called for by this contract within the time specified herein or any extension thereof; or
- b. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance

with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

- c. If CONTRACTOR fails to provide services, outcomes, or reports as specified by COUNTY in this contract.
  - d. The rights and remedies of COUNTY provided in the above clause related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- E. Oregon Public Contracting Provisions and Constitutional Limitations: Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:
1. CONTRACTOR shall:
    - a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the prosecution of the work provided for in this contract.
    - b. Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this agreement.
    - c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
    - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  2. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of this agreement.
  3. Employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.
  4. CONTRACTOR shall promptly, as due, make payment to any person, partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for the services and all moneys and sums that CONTRACTOR collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
  5. CONTRACTOR, if it is an employer of one or more workers subject to workers compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

- 6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. Future Support: COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this contract.
- G. Integration: This contract contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

This contract consists of four (4) sections plus the following exhibit which by this reference is incorporated herein:

|              |   |
|--------------|---|
| Attachment 1 | Scope of Services                                     |
| Exhibit A    | FY 2013 Financial Transactions and Audit Requirements |
| Exhibit B    | Subrecipient Terms and Conditions                     |

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

**IRON TRIBE**

By:   
Harold R. Cubbedge, Executive Director

Date: JUNE 27, 2013  
P.O Box 90384  
Street Address  
Marylhurst, Oregon 97290  
City/State/Zip  
(503) 754-3495  
Phone Number

**CLACKAMAS COUNTY**

Commissioner: Charlotte Lehan, Chair  
Commissioner: Jim Bernard  
Commissioner: Jamie Damon  
Commissioner: Ann Lininger  
Commissioner: Paul Savas

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Cindy Becker, Director  
Health, Housing, and Human Services Department

\_\_\_\_\_  
Date

July 19, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of a Professional, Technical, and Consultant Service Contract with Youth M.O.V.E./Oregon Family Support Network to Provide Peer Support Services**

Clackamas County Behavioral Health Division of the Health, Housing and Human Services Department requests the approval of a renewal Professional, Technical, and Consultant Service contract with Youth M.O.V.E./Oregon Family Support Network.

Youth M.O.V.E./Oregon Family Support Network provides a drop-in center for youth/young adults in transition within Clackamas County. The previous contract for these services was reviewed and approved by the Board on July 7, 2011.

The maximum contract value is \$210,000. County Counsel has reviewed and approved this contract as part of the H3S contract standardization project. No County General Funds are involved. The effective date of the agreement is retroactive back to July 1, 2012 due to the signature process taking additional time to complete. It terminates on June 30, 2013.

**Recommendation**

We recommend the approval of this contract and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker  
Director

For information on this issue or copies of attachments,  
please contact Emily M. Zwetzig at (503) 742-5318.



# PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT

This contract is between Clackamas County acting by and through its Health, Housing, and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY", and YOUTH M.O.V.E. / OREGON FAMILY SUPPORT NETWORK, hereinafter called "CONTRACTOR".

## I. SCOPE OF SERVICES

- A. Provide a drop-in center for youth/young adults in transition within Clackamas County. Provide peer supports for youth/young adults receiving mental health services or who have previously received services as more fully described in Attachment 1.
- B. CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the CONTRACTOR acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CONTRACTOR and CONTRACTOR's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of client records or other client identifying information.
- C. Services required under the terms of this agreement shall commence July 1, 2012. This agreement shall terminate June 30, 2013.

## II. COMPENSATION AND RECORDS

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

The total payment to CONTRACTOR shall not exceed: \$210,000.

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

CONTRACTOR may submit an invoice up to 50% of the maximum compensation under this contract at contract initiation. CONTRACTOR shall submit invoices quarterly over the term of the contract.

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

CONTRACTOR shall submit invoices and required reports as described in Attachment 1. Invoices shall be submitted to:

Clackamas County Behavioral Health Division  
Attn: Ally Linfoot  
2051 Kaen Road, # 367  
Oregon City, Oregon 97045

Within thirty (30) days after receipt of the bill, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CONTRACTOR.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should CONTRACTOR fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required

services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

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

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

### III. MANNER OF PERFORMANCE

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

### IV. GENERAL CONDITIONS

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

#### 1. Commercial General Liability

Required by COUNTY

Not required by COUNTY

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

**2. Commercial Automobile Liability**

Required by COUNTY

Not required by COUNTY

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

**3. Professional Liability**

Required by COUNTY

Not required by COUNTY

CONTRACTOR agrees to furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

**4. Additional Insured Provisions**

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

**5. Notice of Cancellation**

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

**6. Insurance Carrier Rating**

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

**7. Certificates of Insurance**

As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the contract have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

**8. Independent Contractor Status**

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

**9. Primary Coverage Clarification**

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

**10. Cross-Liability Clause**

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

- C. **Amendments:** The terms of this contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY.
- D. **Termination:** This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.
1. COUNTY may terminate this contract effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:
    - a. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
    - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
    - c. If any license or certificate required by law or regulation to be held by the CONTRACTOR to provide the services required by this contract is for any reason denied, revoked, or not renewed.
    - d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this contract.
    - e. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
  2. COUNTY by written notice of default (including breach of contract) to CONTRACTOR may terminate the whole or any part of this agreement:
    - a. If CONTRACTOR fails to provide services called for by this contract within the time specified herein or any extension thereof; or
    - b. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.
    - c. If CONTRACTOR fails to provide services, outcomes, or reports as specified by COUNTY in this contract.
    - d. The rights and remedies of COUNTY provided in the above clause related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

- E. Oregon Public Contracting Provisions and Constitutional Limitations: Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:
1. CONTRACTOR shall:
    - a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the prosecution of the work provided for in this contract.
    - b. Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this agreement.
    - c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
    - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  2. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of this agreement.
  3. Employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.
  4. CONTRACTOR shall promptly, as due, make payment to any person, partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for the services and all moneys and sums that CONTRACTOR collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
  5. CONTRACTOR, if it is an employer of one or more workers subject to workers compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
  6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. Future Support: COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this contract.
- G. Integration: This contract contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

This contract consists of four (4) sections plus the following exhibit which by this reference is incorporated herein.

|              |   |
|--------------|---|
| Attachment 1 | Scope of Services                                     |
| Exhibit A    | FY 2012 Financial Transactions and Audit Requirements |
| Exhibit B    | Subrecipient Terms and Conditions                     |



**ATTACHMENT 1**  
**Scope of Services**

CONTRACTOR agrees to provide **Youth/Young Adult Peer Services** performing the following activities under the terms of this agreement.

**Scope of Work**

1. Provide a drop-in center for youth/young adults in transition with access to:
  - a. Young Adult Navigator
  - b. Young Adult Support Specialist
  - c. Computer lab
  - d. Community resources
  - e. Peer support groups
  - f. Community service opportunities
  - g. Informational presentations and workshops
2. Young Adult Navigators and Young Adult Support Specialists will assist individuals with one-on-one person-centered planning and work as an advocate within the treatment planning team if the youth/young adult requests this support.
3. Support an individual working toward addiction recovery and/or mental wellness.
  - a. Assist in accessing 12 step programs, support groups, and other resources available in the community as requested by the youth/young adult.
4. Support youth/young adults who may be involved in the child welfare, corrections, juvenile justice, or addictions systems.
5. Assist and support in problem solving.
6. Assist and support individuals in developing community and peer support networks.
7. Address other issues as identified by the youth/young adult.
8. Outreach to youth/young adults receiving services from the COUNTY's mental health clinics and other mental health providers within the Clackamas MHO network, residential care facilities, schools, Juvenile Justice, Oregon Youth Authority, Child Welfare, and other systems and agencies that serve children.
9. Participate at COUNTY various meetings, committees and councils facilitated by Clackamas Mental Health Organization and other community partners.

**Standards of Work**

1. Young Adult Navigators and Young Adult Support Specialists will use a whole health approach not only addressing issues of addiction and mental health, but spiritual and physical health as requested by the youth/young adult.
2. When working with a youth/young adult receiving services through the Clackamas MHO, write a brief note per service provided for the individual indicating progress toward goals.
3. Work in a collaborative process with the COUNTY and other service providers to encourage communication and cooperation regarding the youth/young adult's success.

**Data Collection**

CONTRACTOR will collect data from people served under this contract. Both parties acknowledge that data collection may not always be possible i.e. incorrect contact information, people exercising privacy rights, people not returning to the site for services, etc.

**Data System Access and Training**

Data access and training with the COUNTY system(s) will be provided by COUNTY to CONTRACTOR as necessary for CONTRACTOR to sufficiently meet CONTRACTOR's contractual obligations and scope of work specified herein.

**Access to Clinical Personnel**

COUNTY will provide access to COUNTY clinical staff as necessary for CONTRACTOR to sufficiently meet CONTRACTOR's contractual obligations and scope of work specified herein.

**Reporting Requirements**

1. CONTRACTOR shall submit a report of individuals participating in the services provided under this contract. Information in the report shall include:
  - How many participants are involved with child welfare?
  - How many participants are involved with Juvenile Justice/Oregon Youth Authority/Corrections?
  - How many participants served are receiving services through COUNTY Hilltop or Sandy Clinics?
  - How many participants served are receiving services from other mental health providers within the Clackamas MHO network (Oregon Health Plan enrolled)?
  - How many participants are homeless youth/young adults?
  - How many new youth/young adults were served this quarter?
  - How many participants concluded support services?
2. CONTRACTOR shall submit a report summarizing the experience of services provided as reported by individuals served. Information included in this report shall include, but is not limited to, the following indicators:
  - How many youth/young adult participants completed a youth-driven/person-centered planning process?
  - Does the youth/young adult participant feel support services have contributed to their success?
  - Was the referral process to support services seamless and timely?
  - Does the youth/young adult participant feel their quality of life has improved overall?
  - Does the youth/young adult participant feel there has been an increase in overall wellness (whole health)?
  - Has there been an increase in natural supports?
3. CONTRACTOR shall report the number of trainings provided during the quarter. Information included in this report shall include, but is not limited to, the following:



- Number of continuing education or training programs provided for Young Adult Support Specialists and/or Navigators
  - Number of outreach activities conducted to inform community partners and referral sources about the role of Young Adult Support Specialists and/or Navigators
  - Number of workshops, presentations, or support groups for youth/young adults within the COUNTY
4. Submit reports to COUNTY no later than thirty (30) days following the end of each calendar quarter. Due dates for reports are as follows:
- Quarter 1, July – September                      Due October 31, 2012
  - Quarter 2, October – December                  Due January 31, 2013
  - Quarter 3, January – March                        Due April 30, 2013
  - Quarter 4, April – June                              Due July 31, 2013

**Mail reports to:**

Clackamas County Mental Health Organization  
Attn: Ally Linfoot  
2051 Kaen Road, # 367  
Oregon City, OR 97045

Or submitted through e-mail to [alinfoot@co.clackamas.or.us](mailto:alinfoot@co.clackamas.or.us)

COPY

Cindy Becker  
Director

July 19, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with the  
Oregon Health Authority for the Adult Mental Health Initiative (AMHI) – Amendment # 4**

Clackamas County Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment # 4 to the Intergovernmental Agreement with the Oregon Health Authority to provide mental health services through the Adult Mental Health Initiative (AMHI).

The AMHI is designed to promote effective use of facility-based mental health treatment, increase care coordination and increase accountability at a local and state level. The initiative will support adults with mental illness in the least restrictive environment possible and minimize use of long term institutional care. The original agreement was reviewed and approved by the Board on August 4, 2011.

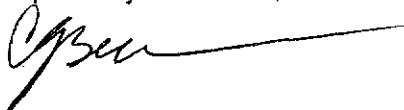
Amendment # 1 adds funding and reporting requirements regarding subcontract corrective actions plans.

This is a revenue contract. Amendment # 1 adds \$652,130.17 for a revised total contract value of \$2,199,545.45. No County General Funds are involved. The agreement was reviewed and approved by County Counsel on July 20, 2011 and September 7, 2011. The amendment is effective July 1, 2012 and continues through June 30, 2013. It is retroactive because the County received the document late from the State and it required internal review.

**Recommendation**

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

Respectfully submitted,



Cindy Becker  
Director

For information on this issue or copies of attachments  
Please contact Emily M. Zwetzig at (503) 742-5318.



**Agreement Number 135120**

**Amendment to  
State of Oregon  
Intergovernmental Agreement**

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

This is amendment number 04 to Agreement Number 135120 between the State of Oregon, acting by and through the Oregon Health Authority, hereinafter referred to as "OHA" and

**Clackamas County  
Acting by and through its Mental Health Organization  
2051 Kaen Road, #367  
Oregon City, OR 97045  
Phone number: 503-742-5335  
Fax number: 503-742-5304  
Email address: [deborahfri@co.clackamas.or.us](mailto:deborahfri@co.clackamas.or.us)**

hereinafter referred to as "County."

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
  - a. **Section 3., "Consideration"** subsection a., only as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
    - a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$1,547,415.28~~ **\$2,199,545.45**. OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

- b. **Exhibit A., Part 1., "Statement of Work", Section 3., "Reporting Requirements"** is hereby replaced in its entirety, as set for in **Exhibit A., Part 1., "Statement of Work", Section 3., "Reporting Requirements"** attached hereto and incorporated herein by this reference.
- c. The attached Financial Pages are hereby added to **Exhibit E., "Financial Pages"** of this Agreement and by this reference made a part thereof

3. **Certification**

- a. By signature on this Amendment, the undersigned hereby certifies under penalty of perjury that:
  - (1) The undersigned is authorized to act on behalf of County and that County is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
  - (2) The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
  - (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.
  - (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:  
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
  - (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at:  
<http://www.epls.gov/>;
  - (6) County is not subject to backup withholding because:
    - (a) County is exempt from backup withholding;
    - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
    - (c) The IRS has notified County that County is no longer subject to backup withholding.

- b. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.
- c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

**4. SIGNATURES**

**COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS**

**Clackamas County Acting by and through its Mental Health Organization**

**By:**

|                      |       |      |
|----------------------|-------|------|
| Authorized Signature | Title | Date |
|----------------------|-------|------|

**State of Oregon, acting by and through the Oregon Health Authority, by:**

|                      |       |      |
|----------------------|-------|------|
| Authorized Signature | Title | Date |
|----------------------|-------|------|

**Approved for Legal Sufficiency:**

|   |                  |
|---|------------------|
| <b>Approved via email by Jeffrey Wahl</b> | <b>6/26/2012</b> |
| Assistant Attorney General                | Date             |

**OHA Program Review:**

|   |                  |
|---|------------------|
| <b>Approved via email by Sheryl Derting</b> | <b>6/22/2012</b> |
| Name  | Date             |

**Office of Contracts and Procurement:**

|                     |      |
|---------------------|------|
| Contract Specialist | Date |
|---------------------|------|

**3. Reporting Requirements**

1. County shall prepare and submit in a manner approved by the Oregon Health Authority (OHA), Addictions and Mental Health (AMH) Division designated staff the following items for each client served:
  - a. Prior Authorization Request Form
  - b. Plan of Care Request
  - c. Level of Care Utilization System (LOCUS) Results
  - d. Discharge Information Form

Items a-c shall be submitted within three (3) calendar days upon admission of the client. Item d shall be submitted on the day of discharge of the client.

2. County shall prepare and electronically submit the following data within thirty (30) calendar days of the end of each subject month in a format approved by OHA.

AMHI Level of Service Intensity Determination Data that includes:

- a. An eight digit alphanumeric character Medicaid ID number or a nine digit social security number.
- b. Client's date of birth (00/00/0000)
- c. Client's gender
- d. Date of referral
- e. Referral Source
- f. Date of Determination
- g. County
- h. Scores for LOCUS Domains
- i. Composite LOCUS score.
- j. AMHI eligibility Y/N.
- k. Levels of Care recommended. (Note: Base the recommended level of care on both LOCUS data and other data indicative of the client's needs and functioning.)
- l. Date the client is determined not to be AMHI eligible or the last day the client is considered AMHI eligible. Field will be blank if the client continues to be AMHI eligible. A blank field will be considered complete.
- m. Type of community services provided for each individual served in unlicensed community settings; and
- n. Additional narrative that may help document the services and supports offered to the individual by the MHO.

3. County shall prepare and submit in a manner approved by OHA' AMH Division within sixty (60) calendar days after the end of each subject quarter, an AMHI Statement of Revenue and Expenses.
4. Upon OHA's identification of any deficiencies in the County's subcontractor performance under this Agreement, including failure to expend available funding, County shall prepare and submit to OHA an OHA approved corrective action plan (CAP). The CAP shall include the following information:
  - a. The name of the sub-contractor responsible for the deficiency;
  - a. Reason or reasons for the CAP;
  - b. The date the CAP will become effective;
  - c. Proposed resolution of the deficiencies identified;
  - d. Proposed remedies, short of termination, should County's subcontractor not come into compliance within the timeframe set forth in the CAP.

Submit reports to:  
Oregon Health Authority  
Addictions and Mental Health Services Division  
Attention: Contracts Administrator  
500 Summer Street N.E. E86  
Salem, OR 97301-1118

Reports must be prepared using forms and procedures prescribed by OHA.

**Exhibit E  
Financial Pages**

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)  
2011-2013

CONTRACTOR: CLACKAMAS CO MH ORG  
DATE: 06/21/2012

Contract#: 135120  
Reference#: 005

MENTAL HEALTH SERVICES

SECTION: 1  
SERVICE REQUIREMENTS MEET EXHIBIT B AND, IF INDICATED, EXHIBIT B-2

| Part  | Start/End Dates | CPMS Name | Approved Service Funds | Approved Start-up | Serv. Units | Unit Type        | EXHIB B2 Codes | Spec Cond# |
|---|-----------------|-----------|------------------------|-------------------|-------------|------------------|----------------|------------|
| SE# 37 MHS SPECIAL PROJECTS                 |                 |           |                        |                   |             |                  |                |            |
| A   | 7/2012- 6/2013  | N/A       | \$652,130              | \$0               | 0.          | NA               | N/A            | M0278 1    |
| SUBTOTAL SE# 37                             |                 |           | \$652,130              | \$0               |             |                  |                |            |
| TOTAL SECTION 1                             |                 |           | \$652,130              | \$0               |             |                  |                |            |
| TOTAL AUTHORIZED FOR MENTAL HEALTH SERVICES |                 |           |                        |                   |             | <u>\$652,130</u> |                |            |

TOTAL AUTHORIZED FOR THIS FAAA: \$652,130



OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS CO MH ORG  
DATE: 06/21/2012

Contract#: 135120  
REP#: 005

REASON FOR FAAA (for information only):

Contract provides funding for the 2012-13 fiscal year.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0278 1 These funds are awarded for the special project described in Exhibit MNS 37 - AMHI.

OREGON HEALTH AUTHORITY  
 Financial Assistance Award Amendment (FAAA)  
 FAAA Totals  
 Part A  
 2011-2013

\*\*\*\*\* INFORMATION ONLY \*\*\*\*\*

CONTRACTOR: CLACKAMAS CO MH ORG  
 DATE: 06/21/2012

CONTRACT#: 135120  
 RFP#: 005

| SE#       | DESCRIPTION                    | CURRENT APPROVED | CURRENT PENDING | PROPOSED CHANGES | REVISED TOTAL |
|-----------|--------------------------------|------------------|-----------------|------------------|---------------|
| 24        | REGIONAL ACUTE PSYCH INPATIENT | \$1,087,023      | \$0             | \$0              | \$1,087,023   |
| TOTAL SE# | 24                             | \$1,087,023      | \$0             | \$0              | \$1,087,023   |
| 37        | MHS SPECIAL PROJECTS           | \$437,372        | \$23,020        | \$652,130        | \$1,112,522   |
| TOTAL SE# | 37                             | \$437,372        | \$23,020        | \$652,130        | \$1,112,522   |
|           |                                | \$1,524,395      | \$23,020        | \$652,130        | \$2,199,545   |

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY  
 Financial Assistance Award Amendment (FAAA)  
 FAAA Totals  
 Summary  
 2011-2013

\*\*\*\*\* INFORMATION ONLY \*\*\*\*\*

CONTRACTOR: CLACKAMAS CO MH ORG  
 DATE: 06/21/2012

CONTRACT#: 135120  
 REP#: 005

| SE#            | DESCRIPTION                    | CURRENT APPROVED | CURRENT PENDING | PROPOSED CHANGE | REVISED TOTAL |
|----------------|--------------------------------|------------------|-----------------|-----------------|---------------|
| 24             | REGIONAL ACUTE PSYCH INPATIENT | \$1,087,023      | \$0             | \$0             | \$1,087,023   |
| TOTAL SE#      | 24                             | \$1,087,023      | \$0             | \$0             | \$1,087,023   |
| 37             | MHS SPECIAL PROJECTS           | \$437,372        | \$23,020        | \$652,130       | \$1,112,522   |
| TOTAL SE#      | 37                             | \$437,372        | \$23,020        | \$652,130       | \$1,112,522   |
| CONTRACT TOTAL |                                | \$1,524,395      | \$23,020        | \$652,130       | \$2,199,545   |

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

COPY

Cindy Becker  
Director

July 19, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Amendment # 11 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for a Community Mental Health Program in Clackamas County**

Clackamas County Behavioral Health Division of the Health, Housing and Human Services Department requests the approval of amendment # 11 to the Intergovernmental Agreement with the State of Oregon, Oregon Health Authority for the operation of a Community Mental Health Program in Clackamas County.

Through this agreement, the County will provide local administration, addictions and mental health services to Clackamas County residents. The agreement was originally reviewed and approved by the Board on June 16, 2011.

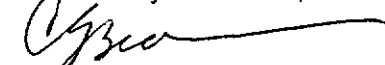
The total of the agreement is increased by \$14,715,005 to a revised total of \$29,871,418. County Counsel approved this agreement on June 3, 2011. No County General Funds are involved. The amendment is effective upon signature and terminates on June 30, 2013.

**Recommendation**

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

We also recommend that Teri Beemer, Director of the Behavioral Health Division, be authorized to act as County Financial Assistance Administrator on behalf of the County with authority to sign amendments to Exhibit C Financial Assistance Award, revisions to Exhibit A Definitions, and revisions or additions to Exhibit B-1 Service Descriptions in relation to this agreement.

Respectfully submitted,



Cindy Becker  
Director

For information on this issue or copies of attachments,  
please contact Emily M. Zwetzig at (503) 742-5318.

*Healthy Families. Strong Communities.*



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 [dhsalt@state.or.us](mailto:dhsalt@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**ELEVENTH AMENDMENT TO  
OREGON HEALTH AUTHORITY  
2011-2013 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH  
SERVICES AGREEMENT #134303**

This Eleventh Amendment to Oregon Health Authority 2011-2013 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services dated as of July 1, 2011 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County ("County").

**RECITALS**

WHEREAS, OHA and County wish to modify Exhibit I "Provider Insurance Requirements", and add new Exhibit MHS 37-Flexible Funding, set forth in Exhibit B-1 of this Agreement.

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. The Service Description for MHS 37 in Exhibit B of the Agreement is hereby amended to add Exhibit MHS 37-Flexible Funding, in the form set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. Exhibit I, "Provider Insurance Requirements", is hereby amended to read in its entirety as set forth in Exhibit 2 attached hereto and incorporated herein by this reference.
3. The financial and service information in the Financial Assistance Award are hereby amended as described in Exhibit 1 attached hereto and incorporated herein by this

reference. Exhibit 3 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.

4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. County represents and warrants to Department that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
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.

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

**Clackamas County**  
By:

---

|                      |       |      |
|----------------------|-------|------|
| Authorized Signature | Title | Date |
|----------------------|-------|------|

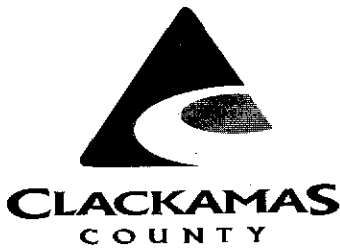
**State of Oregon acting by and through its Oregon Health Authority**  
By:

---

|  |      |
|--|------|
| Stella Transue<br>Administrator, Office of Contracts and Procurement | Date |
|--|------|

**COPY**

CAMPBELL M. GILMOUR  
DIRECTOR



**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

July 19, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approving Amendment 1 to an Intergovernmental Agreement between Oregon  
Department of Fish and Wildlife and Clackamas County for a Full Time Fish &  
Wildlife Biologist Liaison for Transportation Maintenance Services**

Oregon Department of Fish and Wildlife (ODFW) and Clackamas County have an Intergovernmental Agreement for the purpose of providing a full time Oregon Department of Fish and Wildlife Biologist to assist Clackamas County in the inventory, prioritization, permitting, design and monitoring of road/stream crossings affected by State listed migratory fish and Federally listed threatened and endangered species.

This amendment renews the agreement for the period from July 1, 2012 through June 30, 2013.

Funds have been allocated in the 2012-13 budget, not to exceed \$125,000, and are funded by County Road Fund.

County Counsel has reviewed and approved this amendment.

**RECOMMENDATION**

Staff respectfully recommends that the Board approve Amendment 1 to the Intergovernmental Agreement between ODFW and Clackamas County for a full-time wildlife biologist.

Sincerely,

Mike Bezner, PE  
Transportation Engineering Manager

For information on this issue or copies of attachments  
please contact Danielle Couch at 503-742-4697



## AMENDMENT 1

TO

## INTERGOVERNMENTAL AGREEMENT

## CAPITAL IMPROVEMENT/ROAD MAINTENANCE PROGRAM

1. This is Amendment 1 to the Agreement between the Oregon Department of Fish and Wildlife, hereafter called "ODFW" and the CLACKAMAS COUNTY, hereinafter referred to as "COUNTY" for the CAPITAL IMPROVEMENT/ROAD MAINTENANCE PROGRAM Agreement.

2. Specific Amendments to the Agreement. The Agreement is hereby amended as follows: (new language is indicated by being in **and underlined** and deleted language is indicated by [brackets]):

AGREEMENT NUMBER: **ODFW # 13300-719031-08** [ODFW # 13301-719031-07]

"2. EFFECTIVE DATE AND DURATION. This Agreement is effective on July 1, 2011 and shall expire on June 30, **2013** [2012], unless otherwise amended or terminated. The term of the Agreement, including all amendments, will not be extended past a final end date of June 30, 2014."


"3. CONSIDERATION. In consideration for the services performed, COUNTY agrees to pay ODFW a maximum of \$125,000 (one hundred twenty-five thousand dollars) for the **2012-2013** [2011-2012] fiscal year. The maximum, not to exceed, amount for this Agreement for the period July 1, 2011 through June 30, 2014 is \$375,000 (three hundred seventy-five thousand dollars)."

3. Except as expressly amended above, all other terms and conditions of the original Agreement remain in full force and effect. Both parties certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment, and with the same effect as though made at the time of this Amendment.



STATE OF OREGON, by and through:  
Department of Fish and Wildlife

GRANTEE:  
CLACKAMAS COUNTY,

  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Debbie Colbert  
Deputy Director for Administration


\_\_\_\_\_  
Chair, Board of County Commissioners

Date: 6/13/12

Date: \_\_\_\_\_

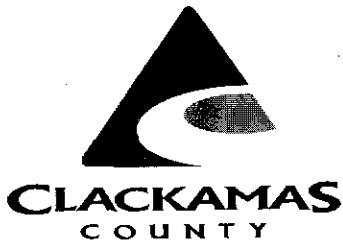
\_\_\_\_\_  
Recording Secretary

Date: \_\_\_\_\_

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

Date: 7-10-12

Approved for Legal Sufficiency via e-mail  
Dated July 21, 2011 from Lore Bensei,  
Senior Assistant Attorney General



**COPY**

CAMPBELL M. GILMOUR  
DIRECTOR

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

July 19, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement No. 28,581 with Oregon Department of Transportation for 2012 Emergency Relief Program Project Funding**

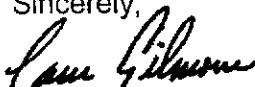
Following the January 2012 storm events, the culvert carrying Bear Creek under S. Barnards Road was irreparably damaged. This road and culvert are part of the county road system and under the jurisdiction of Clackamas County. County staff requested federal funding through the Emergency Relief Program (ERP) and these projects will be financed with Federal Emergency Relief Program funds, which are estimated in the amount of \$470,000. The County will be responsible for approximately \$48,000 to complete these projects. The federal funding for these projects is contingent upon approval by the Federal Highway Administration (FHWA).

County Counsel has reviewed and approved this agreement.

**RECOMMENDATION**

Staff respectfully recommends the Board approve this Intergovernmental Agreement for Emergency Relief Program project funding.

Sincerely,

  
Cam Gilmour  
Director

For information on this issue or copies of attachments  
please contact Joel Howie at 503-742-4658

Y900

Misc. Contracts and Agreements  
No. 28581

LOCAL AGENCY AGREEMENT  
EMERGENCY RELIEF PROGRAM  
Clackamas County ER Project (2012)  
Barnards Road Bear Creek Culvert

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and CLACKAMAS COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. Barnards Road is a part of the county road system under the jurisdiction and control of county.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. Flooding during the storm event in the Portland area commencing on about January 19, 2012 irreparably damaged the existing 13-foot wide by 8-foot tall corrugated metal culvert pipe on S. Barnards Road crossing Bear Creek. The culvert is located at Milepost 4.52, just east of Candlelight Court (T.4 S. R.1 W, Section 33, S of SW/SE) in Canby. Bear Creek is a tributary to Rock Creek. Following the event, Oregon Governor, John Kitzhaber, signed an amended emergency declaration order to aid in damage restoration.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, State and Agency agree to Agency replacing collapsed metal culvert pipe on S. Barnards Road crossing Bear Creek, hereinafter referred to as "Project." The Project consists of road closure, removal of collapsed metal culvert, and replacement with an aluminum multi-plate arch culvert. The new culvert will be sized approximately one foot larger in diameter than the previously damaged culvert, which will meet current fish passage requirement and the aluminum construction will resist corrosion from the slightly acidic surrounding soils. The location of the Project is approximately as shown on the detailed map attached hereto, marked "Exhibit A,"

Agency/State  
Agreement No. 28581

and by this reference made a part hereof.

2. The Project will be conducted as a part of the Emergency Relief Program (ERP) under Title 23, United States Code and the total Project cost is estimated at \$470,000, which is subject to change. The Project will be financed with ERP funds, which are estimated in the amount of \$470,000, and will not exceed that amount without approval of the Federal Highway Administration (FHWA). The Project will be financed with ERP funds at the maximum allowable federal participating amount, with Agency providing the match and any costs beyond the available federal funds. No State funds will be used in this Project.
3. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
4. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner. The Project will be completed within two (2) calendar years following the date of final execution of this Agreement by both Parties or such time as set forth in the "ER Manual" published by the Federal Highway Administration. Projects for permanent repairs that have not advanced to construction obligation by the end of the second fiscal year following the year in which the disaster occurred cannot be authorized. Additional information can be obtained at <http://www.fhwa.dot.gov/reports/erm/ermchap6.cfm#i>
5. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the contractor and subcontractor from and against any and all Claims.
6. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of

Agency/State  
Agreement No. 28581

its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

7. This Agreement may be terminated by mutual written consent of both Parties.
8. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other 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 State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
9. Any termination of this Agreement will not prejudice any rights or obligations accrued to the Parties prior to termination.
10. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions.

Agency/State  
Agreement No. 28581

The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement will control over the attachments, and Attachment 1 will control over Attachment 2.

11. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and will, upon Agency's breach of any such conditions that requires State to return funds to the Federal Highway Administration, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount will be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
12. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
13. State's Project Manager for this Project is Mahasti Hastings, Local Agency Liaison, Oregon Department of Transportation, 123 NW Flanders Street, Portland, OR 97209, (503) 731-8595, mahasti.v.hastings@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
14. Agency's Project Manager for this Project is Joel Howie, PE, Clackamas County, Department of Transportation and Development, 150 Beaver Creek Road, Oregon City, OR 97045, (503) 742-4658, JHowie@co.clackamas.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.
15. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together will constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed will constitute an original.
16. 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 will bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be

Agency/State  
Agreement No. 28581

effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement will not constitute a waiver by State of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Under authority from Subdelegation Order No. 11, Paragraph No. 1, the Maintenance Engineer is authorized to declare an emergency and Federal Emergency Relief Program Funds were approved by FHWA on February 6, 2012.

**Signature Page to Follow**

Agency/State  
Agreement No. 28581

**CLACKAMAS COUNTY**, by and through  
its elected officials

By \_\_\_\_\_  
Chair

Date \_\_\_\_\_

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By *J. Howie*  
Agency Counsel

Date 7-10-12

**Agency Contact:**

Joel Howie, PE  
Clackamas County  
Dept. of Transportation and Development  
150 Beaver Creek Road  
Oregon City, OR 97045  
(503) 742-4658  
JHowie@co.clackamas.or.us

**State Contact:**

Mahasti Hastings, Local Agency Liaison  
Oregon Dept. of Transportation  
123 NW Flanders Street  
Portland, OR 97209-4012  
(503) 731-8595  
mahasti.v.hastings@odot.state.or.us

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Highway Program Office Manager

Date \_\_\_\_\_

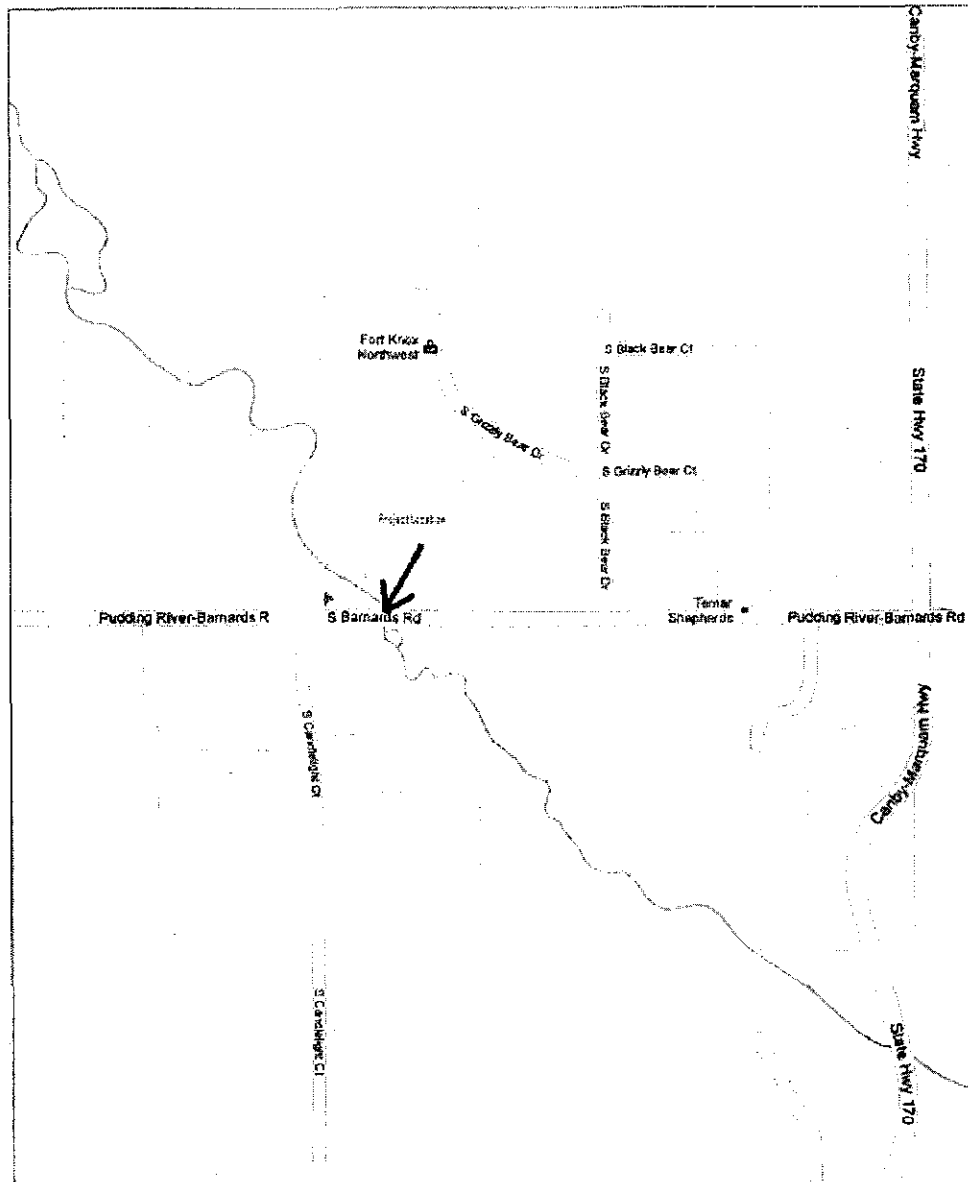
**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_



**EXHIBIT A – Project Location Map**



ATTACHMENT NO. 1 to Agreement No. 28581  
SPECIAL PROVISIONS

1. Agency or its consultant shall, as a federal-aid participating preliminary engineering function, conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, and hydraulic studies, identify and obtain all required permits, assist State with acquisition of necessary right of way and/or easements, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.
2. Upon State's award of the construction contract, Agency, or its consultant, shall be responsible to perform all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract.
3. State may make available Region 1's On-Call Preliminary Engineering (PE), Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, Agency agrees to manage the work performed by the consultant and make funds available to the State for payment of those services. All eligible work will be a federally participating cost and included as part of the total cost of the Project.
4. Indemnification language in the Standards Provisions, Paragraphs 46 and 47; and Paragraph 4 in regards to tort claims, shall be replaced with the following language:
  - a. 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 State or Agency with respect to which the 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
  - b. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), 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 Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency 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 State on the one hand and of Agency 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

- c. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency 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 State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of 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 Agency on the one hand and of 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. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
  - d. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
5. Agency shall pay all reimbursable costs of the Project, submit all claims for federal-aid participation to State in the manner described in the Standard Provisions and compile accurate cost accounting records. When the actual total cost of the Project has been computed, Agency shall furnish State with an itemized statement of final costs. State will reimburse Agency at the appropriate rate for costs incurred. Reimbursement to Agency shall take place after Emergency Relief funds are released to State.
  6. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and/or service demand.
  7. Maintenance responsibilities will survive any termination of this Agreement.

## ATTACHMENT NO. 2

### FEDERAL STANDARD PROVISIONS

#### JOINT OBLIGATIONS PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will further act for Agency in other matters pertaining to the Project. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.

#### PRELIMINARY & CONSTRUCTION ENGINEERING

3. State, Agency, or others may perform preliminary and construction engineering. If Agency or others perform the engineering, State will monitor the work for conformance with FHWA rules and regulations. *In the event that Agency elects to engage the services of a personal services consultant to perform any work covered by this Agreement, Agency and Consultant shall enter into a State reviewed and approved personal services contract process and resulting contract document. State must concur in the contract prior to beginning any work. State's personal services contracting process and resulting contract document will follow Title 23 Code of Federal Regulations (CFR) 172, Title 49 CFR 18, ORS 279A.055, the current State Administrative Rules and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. Subcontracts shall contain all required provisions of Agency as outlined in the Agreement. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or its consultant prior to receiving authorization from State to proceed. Any amendments to such contract(s) also require State's approval.*
4. On all construction projects where State is the signatory party to the contract, and where Agency is doing the construction engineering and project management, Agency, subject to any limitations imposed by state law and the Oregon Constitution, agrees to accept all

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responsibility, defend lawsuits, indemnify and hold State harmless, for all tort claims, contract claims, or any other lawsuit arising out of the contractor's work or Agency's supervision of the project.

### **REQUIRED STATEMENT FOR UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT) FINANCIAL ASSISTANCE AGREEMENT**

5. If as a condition of assistance, Agency has submitted and the United States Department of Transportation (USDOT) has approved a Disadvantaged Business Enterprise Affirmative Action Program which Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference. That program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of the financial assistance agreement. Upon notification from USDOT to Agency of its failure to carry out the approved program, USDOT shall impose such sanctions as noted in Title 49, CFR, Part 26, which sanctions may include termination of the agreement or other measures that may affect the ability of Agency to obtain future USDOT financial assistance.
6. **Disadvantaged Business Enterprises (DBE) Obligations.** State and its contractor agree to ensure that DBE as defined in Title 49, CFR, Part 26, have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, Agency shall take all necessary and reasonable steps in accordance with Title 49, CFR, Part 26, to ensure that DBE have the opportunity to compete for and perform contracts. Neither State nor Agency and its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. Agency shall carry out applicable requirements of Title 49, CFR, Part 26, in the award and administration of such contracts. Failure by Agency to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as State deems appropriate.
7. The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Agreement.
8. Agency agrees to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
9. The parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR Parts 1.11, 140, 710, and 771; Title 49 CFR Parts 18, 24 and 26; 2 CFR 225, and OMB CIRCULAR NO. A-133, Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended and provisions of Federal-Aid Policy Guide (FAPG).

**STATE OBLIGATIONS**  
**PROJECT FUNDING REQUEST**

10. State shall submit a Project funding request to FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and/or construction work for the Project. **No work shall proceed on any activity in which federal-aid participation is desired until such approval has been obtained.** The program shall include services to be provided by State, Agency, or others. State shall notify Agency in writing when authorization to proceed has been received from FHWA. Major responsibility for the various phases of the Project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations.

**FINANCE**

11. State shall, in the first instance, pay all reimbursable costs of the Project, submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. Agency may request a statement of costs to date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal 100 percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.
12. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Agreement. State will also determine and clearly state in the Agreement if recipient is a subrecipient or vendor, using criteria in Circular A-133.

**PROJECT ACTIVITIES**

13. State shall, if the preliminary engineering work is performed by Agency or others, review and process or approve all environmental statements, preliminary and final plans, specifications and cost estimates. State shall, if they prepare these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
14. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
15. State shall prepare contract and bidding documents, advertise for bid proposals, and award all contracts.

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16. Upon State's award of a construction contract, State shall perform *independent assurance* testing in accordance with State and FHWA Standards, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
17. State shall, as a Project expense, assign a liaison person to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). The liaison shall process reimbursement for federal participation costs.

### **RIGHT OF WAY**

18. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of the Project. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project, provided Agency (or Agency's consultant) are qualified to do such work as required by the State's Right of Way Manual and have obtained prior approval from State's Region Right of Way office to do such work.
19. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each party. State shall always be responsible for requesting project funding, coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through the State's Region Right of Way offices on all projects. All projects must have right of way certification coordinated through State's Region Right of Way offices (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on the Project). Agency should contact the State's Region Right of Way office for additional information or clarification.
20. State shall review all right of way activities engaged in by Agency to assure compliance with applicable laws and regulations. Agency agrees that right of way activities shall be in accord with the Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FHWA Federal-Aid Policy Guide, State's Right of Way Manual and the Code of Federal Regulations, Title 23, Part 710 and Title 49, Part 24.
21. If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
22. Agency insures that all Project right of way monumentation will be conducted in conformance with ORS 209.155.
23. State and Agency grants each other authority to enter onto the other's right of way for the performance of the Project.

## AGENCY OBLIGATIONS

### FINANCE

24. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount, unless otherwise agreed to and specified in the intergovernmental agreement.
25. Agency's estimated share and advance deposit.
- a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
  - b) Agency's construction phase deposit shall be 110 percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is canceled. Any unnecessary balance of a cash deposit, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
  - c) Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool, and an Irrevocable Limited Power of Attorney is sent to the Highway Finance Office), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
  - d) Agency may satisfy all or part of any matching funds requirements by use of in-kind contributions rather than cash when prior written approval has been given by State.
26. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall also pay 100 percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds, or allocations of State Highway Trust Funds, to that Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines that result in items being declared non-participating, those items will not result in the withholding of Agency's future allocations of federal funds or the future allocations of State Highway Trust Funds.



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27. Costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon.
28. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear 100 percent of all costs as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear 100 percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all development costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
29. Agency shall follow requirements of the Single Audit Act. The requirements stated in the Single Audit Act must be followed by those local governments and non-profit organizations receiving \$500,000 or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "OMB CIRCULAR NO. A-133", requires local governments and non-profit organizations to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which the local agency participates. The cost of this audit can be partially prorated to the federal program.
30. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
31. Agency shall present invoices for 100 percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison Person for review and approval. Such invoices shall identify the Project and Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be presented for periods of not less than one-month duration, based on actual expenses to date. All billings received from Agency must be approved by State's Liaison Person prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of Title 23 CFR Parts 1.11, 140 and 710. Final billings shall be submitted to State for processing within three (3) months from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering (PE) 2) last payment for right of way acquisition and 3) third notification for construction. Partial billing (progress payment) shall be submitted to State within three (3) months from date that costs are incurred. Final billings submitted after the three months shall not be eligible for reimbursement.
32. The cost records and accounts pertaining to work covered by this Agreement are to be kept available for inspection by representatives of State and FHWA for a period of six (6) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (Title 49 CFR 18.42).
33. State shall request reimbursement, and Agency agrees to reimburse State, for federal-aid funds distributed to Agency if any of the following events occur:

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- a) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the federal-aid funds were authorized;
  - b) Right of way acquisition is undertaken utilizing federal-aid funds and actual construction is not started by the close of the twentieth fiscal year following the fiscal year in which the federal-aid funds were authorized for right of way acquisition.
  - c) Construction proceeds after the Project is determined to be ineligible for federal-aid funding (e.g., no environmental approval, lacking permits, or other reasons).
34. Agency shall maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.

#### **RAILROADS**

35. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through State's appropriate Region contact or State's Railroad Liaison. Only those costs allowable under Title 23 CFR Part 646, subpart B and Title 23 CFR Part 140, subpart I, shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

#### **UTILITIES**

36. Agency shall follow State established Statutes, Policies and Procedures when impacts occur to privately or publicly-owned utilities. Only those utility relocations, which are eligible for federal-aid participation under, the FAPG, Title 23 CFR 645A, Subpart A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. State will arrange for utility relocations/adjustments in areas lying within jurisdiction of State, if State is performing the preliminary engineering. Agency may request State in writing to arrange for utility relocations/adjustments lying within Agency jurisdiction, acting on behalf of Agency. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties.
37. The State utility relocation policy, procedures and forms are available through the appropriate State's Region Utility Specialist or State Utility Liaison. Agency shall provide

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copies of all signed utility notifications, agreements and Utility Certification to the State Utility Liaison.

### STANDARDS

38. Agency agrees that design standards for all projects on the National Highway System (NHS) and the Oregon State Highway System shall be in compliance to standards specified in the current "State Highway Design Manual" and related references. Construction plans shall be in conformance with standard practices of State for plans prepared by its own staff. All specifications for the Project shall be in substantial compliance with the most current "Oregon Standard Specifications for Highway Construction".
39. Agency agrees that minimum design standards for non-NHS projects shall be recommended AASHTO Standards and in accordance with the current "Oregon Bicycle and Pedestrian Plan", unless otherwise requested by Agency and approved by State.
40. Agency agrees and will verify that the installation of traffic control devices shall meet the warrants prescribed in the "Manual on Uniform Traffic Control Devices and Oregon Supplements".
41. All plans and specifications shall be developed in general conformance with the current "Contract Plans Development Guide" and the current "Oregon Standard Specifications for Highway Construction" and/or guidelines provided.
42. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

### GRADE CHANGE LIABILITY

43. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
44. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
45. Agency, if a City, by execution of Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the project covered by the Agreement.

### **CONTRACTOR CLAIMS**

46. Agency shall, to the extent permitted by state law, indemnify, hold harmless and provide legal defense for State against all claims brought by the contractor, or others resulting from Agency's failure to comply with the terms of this Agreement.
47. Notwithstanding the foregoing defense obligations under Paragraph 46, neither Agency nor any attorney engaged by Agency shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency is prohibited from defending the State of Oregon, or that Agency is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Agency if the State of Oregon elects to assume its own defense.

### **MAINTENANCE RESPONSIBILITIES**

48. Agency shall, upon completion of construction, thereafter maintain and operate the Project at its own cost and expense, and in a manner satisfactory to State and FHWA.

### **WORKERS' COMPENSATION COVERAGE**

49. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.

### **LOBBYING RESTRICTIONS**

50. Agency certifies by signing the Agreement that:
- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Paragraphs 36, 37, and 48 are not applicable to any local agency on state highway projects.

## **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/>*

**Thursday, May 3, 2012 – 10:00 AM**

**Public Services Building - 2051 Kaen Road, Oregon City, OR 97045**

**PRESENT:** Commissioner Charlotte Lehan, Chair  
Commissioner Jim Bernard  
Commissioner Ann Lininger  
Commissioner Paul Savas

**EXCUSED:** Commissioner Jamie Damon

### **I. CALL TO ORDER**

- Roll Call

Commissioner Damon is out of the office and will not be in attendance today.

- **Pledge of Allegiance**
- Approval of Order of Agenda

#### **MOTION:**

Commissioner Bernard: I move approve the order of the Agenda.

Commissioner Lininger: Second.

Chair Lehan – all those in favor/opposed:

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – The Ayes have it and the motion is approved.

### **II. CITIZEN COMMUNICATION**

This portion of Citizen Communication will end at 10:30. If we are unable to hear everyone who has signed up to speak during this time, we will continue Citizen Communication when our business items conclude after the Consent agenda. This is an opportunity to address the Board on items that are not on the Agenda or items that are on the Agenda but not scheduled for Public Comment. This portion of the Agenda is limited to items of County business for the Board as a whole to consider and may not be of a personal nature. If you wish to speak you should fill out a blue card and give it to our clerk. Please be prepared to speak when your name is called and limit your comments to 3 minutes. Comments should be respectful and courteous to all.

In most cases if you have an issue that you need a response on, it should also be submitted in writing along with the best way to get back to you. Commissioners may choose to respond under Commissioner Communication or staff may get back to you after the meeting.

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

1. Carla Pletica, Milwaukie – appreciate the County not joining ICLEI
2. Jeanne Freeman, West Linn – attended the Community Roundtable last evening.
3. Robert Shannon, Damascus – 5:30 PM meeting times are not convenient – need to work on Sunrise Corridor project.
4. Les Poole, Milwaukie – Evening meetings.
5. Eugene Schoenheit, Oak Grove – Board's oath of office.
6. Jerry Johnson, Milwaukie – read from an article from Barron's National and Financial Weekly from 1970. opposes Metro.

*Continued after the Consent Agenda.*

### **III. PRESENTATION**

1. Proclaiming the Month of May 2012, Older Americans Act Month in Clackamas County  
- *Never too Old to Play*

Galina Burley, Social Services presented the staff report and read the proclamation.

*~Board Discussion~*

Chair Lehan asked for a motion.

#### **MOTION:**

Commissioner Lininger: I move we Proclaim May 2012 as Older Americans Month in Clackamas County.

Commissioner Bernard: Second.

*~Board Discussion~*

Chair Lehan – all those in favor/opposed:

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – The Ayes have it and the motion is approved.

### **IV. READING AND ADOPTION OF PREVIOUSLY HEARD ZDO ORDINANCE** *(No public testimony on this item)*

1. ZDO-235 – An Ordinance Amending Several Sections and Adopting a New Section for the Clackamas County Zoning and Development Ordinance

Rhett Tatum, County Counsel stated this item was previously approved at the April 5, 2012 Public Hearing.

*~Board Discussion~*

Chair Lehan asked for a motion to read ZDO-235 by title only.

#### **MOTION:**

Commissioner Savas: I move we read Zoning and Development Ordinance No. 235 by title only.

Commissioner Lininger: Second.

*~Board Discussion~*

Chair Lehan – all those in favor/opposed:

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – The Ayes have it and the motion is approved. She asked the Clerk to read ZDO-235 by title only, she then asked for a motion to adopt ZDO-235.

#### **MOTION:**

Commissioner Savas: I move we adopt Zoning and Development Ordinance No. 235 amending the sections stated and adopting new sections 105 and 106 of the Clackamas County Zoning and Development Ordinance as previously approved at the April 5, 2012 Public Hearing.

Commissioner Bernard: Second.

Chair Lehan – all those in favor/opposed:

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – The Ayes have it and the motion is approved.

**V. DISCUSSION ITEMS**

*~NO DISCUSSION ITEMS SCHEDULED*

**VI. CONSENT AGENDA**

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

**MOTION:**

Commissioner Bernard: I move we approve the Consent Agenda as read.

Commissioner Lininger: Second.

*~Board Discussion~*

Chair Lehan – all those in favor/opposed:

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – The Ayes have it and the motion is approved.

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

1. Approval of the Final 2012-2016 Housing and Community Development Consolidated Plan and Final 2012 Action Plan - CD
2. Approval of Three Change Orders to the Contract between Clackamas County and Ted Pulliam Well Drilling Co. for the Compton Well Rehabilitation Project - CD

**B. Department of Transportation & Development**

1. Approval of an Intergovernmental Agreement for ODOT to Provide Right-of-Way Services to Lawnfield Road as Part of the Sunrise JTA Project
2. Approval of Amendment No. 2 to the Contract Documents with Kittelson and Associates, Inc. for Consulting Services for Transportation System Plan Development 2011 – Fin.

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC

**D. Business & Community Services**

1. Approval Amendment No. 1 to the Intergovernmental Agreement for the 2006 Metro Natural Areas Bond Measure, Local Share Allocation for Clackamas County Parks

**VII. WATER ENVIRONMENT SERVICES**

1. Approval of the Agreement between Clackamas County Service District No. 1 and Richard Phillip Marine, Inc. for the Hoodland WPCP Emergency Outfall Repair Project
2. Approval and Acceptance of a Service Connection Mortgage in the North Clackamas Revitalization Area for Clackamas County Service District No. 1.



**CITIZEN COMMUNICATION** (Continued if needed)

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

1. Janet Schoenheit, Oak Grove – Commissioner Bernard should resign.
2. Rose Johnson, Gladstone – Gladstone Library.
3. Mack Wood, Canby – reminding folks to vote.
4. William Wehr, Damascus – quoted Thomas Payne.
5. Cyndi Lewis Wolfurn, Milwaukie – Thank you for the change in Citizen Communication.
6. Nancy Hall, Happy Valley – opposes light rail.

**VIII. COMMISSIONERS COMMUNICATION**

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

We would like to adjourn today's meeting in memory of Jill Thorn, who passed away on March 30<sup>th</sup>. Jill was Mayor of West Linn during the 1990s and long-time political activist. Our thoughts and prayers are with her family – Jill will be missed.

**MEETING ADJOURNED – 11:40 PM**

**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.**

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



NANCY S. BUSH  
DIRECTOR

**DEPARTMENT OF EMERGENCY MANAGEMENT**

**COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER**  
2200 KAEN ROAD | OREGON CITY, OR 97045

July 19, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**Revised Intergovernmental Agreement for  
Landslide Hazard Mapping and Risk Assessment Project**

Attached please find a revised Intergovernmental Agreement (IGA) contract between Clackamas County Emergency Management and the Oregon Department of Geology and Mineral Industries (DOGAMI).

The original IGA was signed by the Board of County Commissioners on December 15, 2011, but later needed to be revised due to federal grant requirements, with additional contract language and a modified billing structure. The actual cost of the project and funding sources has not changed.

In summary, this project will provide landslide hazard and susceptibility mapping for 450 square miles of northwestern Clackamas County to include the Cities of Sandy and Estacada to the east and Wilsonville and Lake Oswego in the west and all incorporated and unincorporated areas in between.

The Departments of Emergency Management and Transportation and Development have partnered with Metro and the cities of Happy Valley, Lake Oswego and Wilsonville to cover the \$48,000 non-federal share of the grant.

This revised contract has been reviewed and approved by County Counsel. The original IGA has been rescinded by the Emergency Management Director.

**RECOMMENDATION:**

Staff respectfully recommends that the Board approve and sign the attached Intergovernmental Agreement.

Sincerely,

*Nancy Bush pu Terri Poet*

Nancy Bush  
Director

For information on this issue or copies of attachments  
please contact Jay Wilson at (503) 723-4848

End Date December 31, 2013  
 Amount \$121,876

**REVISED INTERGOVERNMENTAL AGREEMENT**

This Revised Agreement is between **Clackamas County** Oregon, hereafter called **County**, and the State of Oregon, acting by and through its **Department of Geology and Mineral Industries**, hereafter called **DOGAMI**.

This Revised Agreement supersedes the original Agreement signed by the **County** on 12-15-2011.

| DOGAMI DATA  | COUNTY DATA  |
|--|--|
| <p><b>Project Officer: Bill Burns</b><br/> <b>Title:</b> Landslide Engineering Geologist<br/> <b>Organization:</b> DOGAMI<br/> <b>Address:</b> 800 NE Oregon St, Suite 965<br/>                     Portland, OR 97239<br/> <a href="mailto:Bill.burns@dogami.state.or.us">Bill.burns@dogami.state.or.us</a><br/> <b>Phone:</b> 971-673-1538</p> <p><b>Administrative Officer: Seay Johnson</b><br/> <b>Title:</b> Chief Fiscal Officer<br/> <b>Organization:</b> DOGAMI<br/> <b>Address:</b> 800 NE Oregon St, Suite 965<br/>                     Portland, OR 97239<br/> <a href="mailto:seay.johnson@dogami.state.or.us">seay.johnson@dogami.state.or.us</a><br/> <b>Phone:</b> 971-673-1548<br/> <b>FAX:</b> 971-673-1562</p> <p><b>Federal Tax ID:</b> 93-6001955</p> | <p><b>Project Officer: Jay Wilson</b><br/> <b>Title:</b> Hazard Mitigation Coordinator<br/> <b>Organization:</b> Clackamas Co Emergency Mgmt<br/> <b>Address:</b> 2200 Kaen Rd<br/>                     Oregon City, OR 97045<br/> <a href="mailto:jawwilson@co.clackamas.or.us">jawwilson@co.clackamas.or.us</a><br/> <b>Phone:</b> 503-723-4848</p> <p><b>Administrative Officer: Toni Hessevick</b><br/> <b>Title:</b> Senior Accountant<br/> <b>Organization:</b> Clackamas County Finance Dept.<br/> <b>Address:</b> 2051 Kaen Rd<br/>                     Oregon City, OR 97045<br/> <a href="mailto:tonih@co.clackamas.or.us">tonih@co.clackamas.or.us</a><br/> <b>Phone:</b> (503) 742-5420<br/> <b>Fax:</b> (503) 742-5401</p> <p><b>Federal Tax ID:</b> 93-600002286</p> |

**1. Effective Date and Duration**

This Agreement becomes effective on the date at which **County** and **DOGAMI** both have signed this Agreement. Unless earlier terminated or extended, this Agreement expires when **DOGAMI's** completed performance has been accepted by **County**, or **December 31, 2013**, whichever date occurs first.

**2. Authority**

Subject to OAR 632-001-0020, DOGAMI is authorized by ORS 516.035 to enter into contracts or agreements with a person, a public body as defined in ORS 174.109 or the federal government or an agency thereof, pursuant to which the department performs geoscientific surveys or analyses. **DOGAMI** is the "Authorized Purchaser" to acquire lidar data under State of Oregon Agency-Specific Price Agreement 8865 (Price Agreement) and the manager of the Oregon LIDAR Consortium.

**3. Statement of Work**

The statement of work, (the "Work") including the budget and delivery schedule for such Work, is contained in Exhibit A attached hereto and incorporated by reference into this Agreement. **DOGAMI** agrees to perform the Work in accordance with the terms and conditions of this Agreement.

**4. Consideration**

**County** agrees to reimburse **DOGAMI** the maximum, not-to-exceed compensation under this Agreement of **\$121,876**, which includes any allowable expenses incurred in accomplishing the work completed by December 31, 2013 as required by this Agreement.

**5. Subcontracts**

**DOGAMI** shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written consent from **County's** Project Officer.

**6. Agreement Documents**

This Agreement consists of the following document listed in descending order of precedence: this Agreement, attached Exhibit A. All attached Exhibits are hereby incorporated by reference.

**7. Amendments**

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

**8. Failure to Perform**

**County** may, subject to the provisions of paragraph (4) below, by written notice of default to **DOGAMI**, terminate the whole or any part of this contract in any one of the following circumstances.

1. If **DOGAMI** fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If **DOGAMI** fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as **County** may authorize in writing) after receipt of notice from **County** specifying such failure. **DOGAMI's** failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:
  - Reducing or withholding payment;
  - Requiring **DOGAMI** to perform, at **DOGAMI's** expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
  - Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.
3. In the event **County** terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, **County** may procure, upon such terms and in such manner as **County** may deem appropriate, supplies or services similar to those terminated, and **DOGAMI** shall be liable to **County** for any excess costs for such similar supplies or services; provided, that **DOGAMI** shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

**County** in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of **DOGAMI** and without **DOGAMI**'s fault or negligence. **DOGAMI** shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished were obtainable from other sources in sufficient time to permit **DOGAMI** to meet the required performance schedule.

5. The rights and remedies of **County** provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

#### **9. Termination**

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

#### **10. Funds Available and Authorized**

**County** certifies at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement. **County** believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement.

#### **11. Non-Appropriation**

The State of Oregon's obligations under this Agreement are conditioned upon **DOGAMI**'s receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. 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.

#### **12. Access to Records**

**DOGAMI**, and its Subcontractors, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, **DOGAMI** shall maintain all other records pertinent to the Contract and the Project and shall do so in such a manner as to clearly document **DOGAMI**'s performance.

**County** and the federal government and their duly authorized representatives shall have access, and **DOGAMI** shall permit the aforementioned entities and individual's access, to such fiscal records and other books, documents, papers, plans and writings of **DOGAMI** that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts.

**DOGAMI** shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 3 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later.

#### **13. Compliance with Applicable Law**

**DOGAMI** shall comply with all federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to **DOGAMI**'s schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by **DOGAMI** or the Parties, and other circumstances then existing.

Without limiting the generality of the foregoing, **DOGAMI** 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, (iv) Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), (v) Section 508 of the Clean Water Act (33 U.S.C. 1368, (vi) Executive Order 11738, EPA regulations (40 CFR part 15) and ORS 659.425; (vii) Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), (viii) Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in 41CFR chapter 60, (ix) Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR Part 5), (x) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), (xi) Energy Policy and Conservation Act (pub.L. 94-163, 89 Stat. 871), (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**County's** performance under the Contract is conditioned upon **DOGAMI's** compliance with, and **DOGAMI** shall comply with, the obligations applicable to public contracts and intended for contractors under ORS 279C.520 and 279C.530, which are incorporated by reference herein.

If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, **DOGAMI** shall in writing request **County** to resolve the conflict. **DOGAMI** shall specify if the conflict(s) create a problem for the design or other Services required under the Contract.

#### **14. Patents; Copy Right; Rights in Data**

Any discovery or invention that arises during the course of the contract shall be reported to the **County**. **DOGAMI** shall promptly disclose inventions to **County**, within 2 months, after the inventor discloses it in writing to **DOGAMI's** personnel responsible for patent matters. The rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and FAR Part 27.

**DOGAMI** shall comply with the requirements and regulations for Copy Rights and Rights in Data pursuant to FAR Part 27.

#### **15. Reporting Requirements**

**DOGAMI** shall comply with the reporting requirements of the County including but not limited to Progress, Status and Performance reports necessary to support progress payments or cost reimbursements.

#### **16. Recycled Paper**

**DOGAMI** agrees to use recycled paper for all reports which are prepared as a part of this Agreement. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.

#### **17. Merger Clause**

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.

**DOGAMI** and **County** acknowledge that they have read this agreement, understand it and agree to be bound by its terms and conditions.

AGREED:

Approved by DOGAMI:

\_\_\_\_\_  
Vicki McConnell/Director Date

Approved by COUNTY:

\_\_\_\_\_  
Charlotte Lehan, Chair, Board of County Commissioners

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

\_\_\_\_\_  
Date

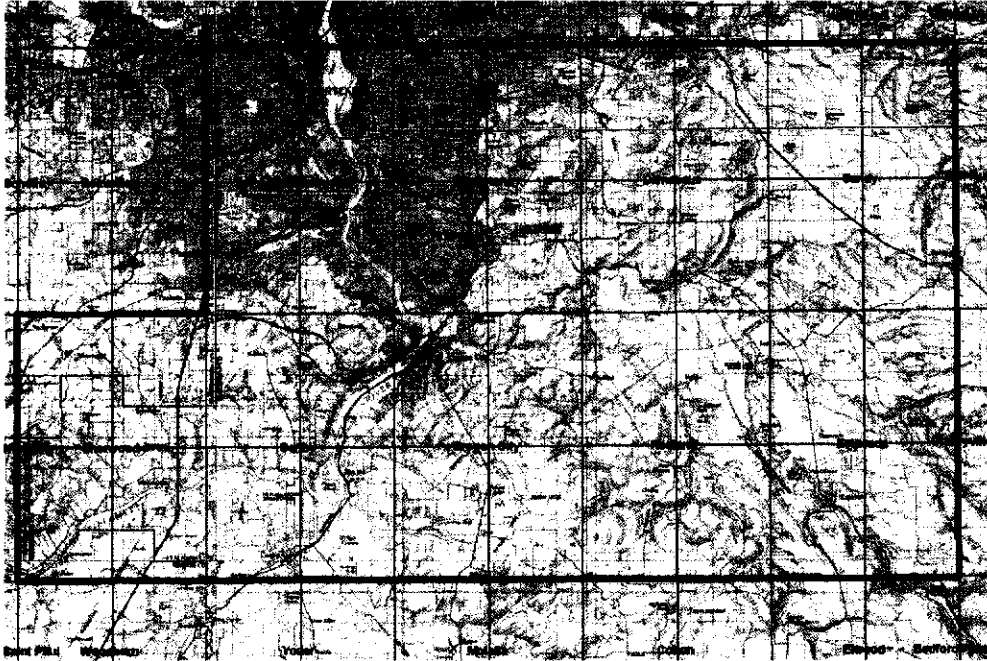
Reviewed as to form

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

## Exhibit A: Statement of Work

### *Landslide Susceptibility Mapping and Limited Landslide Risk Analysis, Northwestern Clackamas County, Oregon*

The project area is roughly 450 square miles and is defined by the extent of 9 USGS quadrangles: Lake Oswego, Gladstone, Damascus, Sandy, Sherwood, Canby, Oregon City, Redland, and Estacada.



**Figure 1. In black is the proposed study area. Yellow lines indicated county boundary. Thin green lines indicated USGS quadrangle boundaries.**

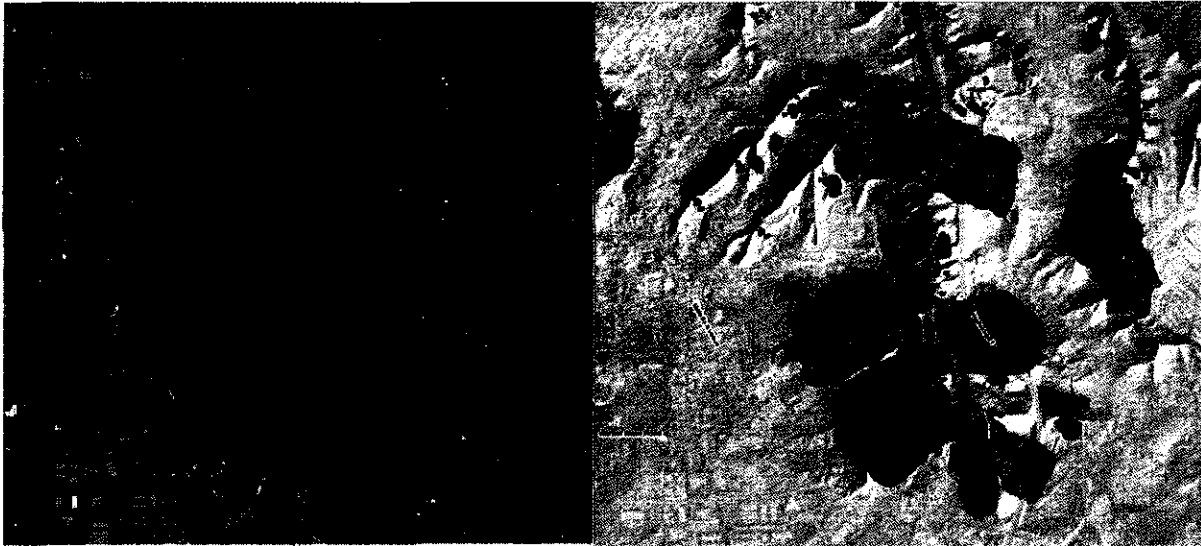
#### **Background**

Since 2007 DOGAMI, on behalf of the Oregon Lidar Consortium, has acquired high density Light Detection and Ranging (lidar) 3-dimensional elevation data over large portions of Oregon. Lidar is converted into a bare earth digital elevation model (DEM) of unprecedented resolution and accuracy even in forested areas. DOGAMI has compared landslide inventory mapping using previous techniques (time-series air photo survey and three other remote sensing types of data sets) to mapping with Lidar in the Portland Hills and published a paper which describes the details of these findings at the First North American Landslide Conference in 2007 (Burns, 2007). Lidar reveals many more slides, and allows for rapid and spatially accurate delineation of slide boundaries. Lidar data is available for the portion of Clackamas County that is the scope of this study.



Oregon City Aerial Photograph

Oregon City Lidar Bare Earth & Landslide Inventory



**Figure 2. Example of landslide inventory mapping using lidar; landslides shown in red have moved in recent history.**

**Tasks**

DOGAMI shall perform three tasks (hazard assessment, risk analysis, planning support) to assist Clackamas County in understanding and mitigating landslide hazards. These tasks are:

**1. Landslide Susceptibility Assessment**

- Consolidate current available information on: geological and geologic hazards, and available data on historic landslides.
- Consolidate landslide inventory mapping in proposed study area using DOGAMI SP-42, Protocol for Inventory Mapping of Landslide Deposits using Lidar Imagery (Burns and Madin, 2009):  
Lake Oswego, Gladstone, Damascus, Sherwood, Canby, Oregon City, Redland, Estacada, and Sandy
- Create shallow-seated and deep-seated landslide susceptibility maps for entire study area.

**2. Risk Analysis**

- Perform earthquake induced landslide risk analysis using FEMA's HAZUS for the census tracts within the study area
- Perform limited landslide risk analysis (exposure analysis) using the available county tax lot and infrastructure data
- Identify overall vulnerability and risks and review/share with the county through a report and presentations

**3. Planning Technical Support**

- Help integrate risk-oriented products into county geographic information system (GIS), planning, and FEMA Predisaster Mitigation Plan
- Present risk analysis results to the county through steering committees to develop future action items
- Help integrate map products into county landslide hazard regulations

**Cost**

The cost estimate to perform the Work and deliver the products to the County is **\$121,876.**

## Cost Estimate

Oregon Dept. of Geology &amp; Mineral Industries

**Clackamas County Landslide Susceptibility and Risk Analysis****Anticipated Period of Performance: July 1, 2012 - December 31, 2013**

| <u>Staff</u>               | <u>Hourly Rate</u> | <u>Hours</u> | <u>Total</u>      |
|----------------------------|--------------------|--------------|-------------------|
| NRS 4 (Bill Burns)         | \$ 61.78           | 688          | \$ 42,504         |
| Geologist 2 (TBD)          | \$ 41.90           | 1686         | \$ 70,643         |
| Cartographer 3 (TBD)       | \$ 38.97           | 224          | \$ 8,729          |
| <b>Total Project Cost:</b> |                    |              | <b>\$ 121,876</b> |