

# AGENDA \*Revised

Added Consent item E.2

## **Thursday, February 16, 2017 – 6:00 PM** **BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2017-07

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

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

1. Approval of an Annexation to Clackamas County Rural Fire Protection District No. 1  
(Chris Storey, County Counsel)
2. Public Hearing and Board Order No. \_\_\_\_\_ Regarding Approval to Allow Mary's Woods at Maryhurst to Issue Revenue Bonds in an Amount Not to Exceed \$200 Million  
(Chris Storey, County Counsel)

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

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

1. Approval of an Intergovernmental Agreement with the City of Oregon City Police Department for Crisis Assessment and Diversion Services when Involved with the Police – *Behavioral Health*
2. Approval of Amendment No. 12 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County – *Public Health*

3. Approval of Amendment No. 13 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County – *Public Health*
4. Approval to Update the Health Resources and Services Administration (HRSA) Required Co-Applicant Agreement between Clackamas County and the Health Centers Division Community Health Council (CHC) – *Health Centers*

**B. Department of Transportation & Development**

1. Approval of a Contract with MJ Hughes Construction, Inc. for the Construction of the SE 122nd Ave & 132nd Ave: Sidewalk Connections Project - *Purchasing*

**C. Elected Officials**

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

**D. Business & Community Services**

1. Approval of Intergovernmental Agreement between Clackamas County Service District No. 1 and Clackamas County for Sample Courier Services

**E. Administration**

1. Approval of an Intergovernmental Agreement with Portland State University Center for Population Research to Provide Population Estimates for the Former City of Damascus
- \*2. Approval to Apply for Funding from the Oregon Courthouse Capital Construction Improvement Fund for Matching Funds to Continue the Planning Process for a New Clackamas County Courthouse

**IV. WATER ENVIRONMENT SERVICES**

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

1. Approval of Intergovernmental Agreement between Clackamas County Service District No. 1 and Clackamas County for Sample Courier Services

**V. COUNTY ADMINISTRATOR UPDATE**

**VI. COMMISSIONERS COMMUNICATION**

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



**OFFICE OF COUNTY COUNSEL**

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

February 16, 2017

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Annexation to Clackamas County Rural Fire Protection  
District #1

**Stephen L. Madkour**  
 County Counsel

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

<b>Purpose/Outcomes</b>	Approve Order
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	Not Applicable
<b>Duration</b>	Permanent
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundary changes
<b>Contact Person</b>	Chris Storey, Assistant County Counsel
<b>Contract No.</b>	Not Applicable

**BACKGROUND:**

The Board of County Commissioners ("Board") is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a rural fire protection district. Clackamas County Rural Fire Protection District # 1 ("Clackamas Fire # 1") is such a district.

Proposal No. CL 16-003 was submitted to the Board in on July 28, 2016 for consideration. At that hearing, the Board consented to a proposed annexation to Clackamas Fire # 1 of the territory proposed to be annexed is the entire area (the "Annexation Area") then contained within Boring Rural Fire Protection District #59 ("Boring Fire").

At the same meeting as the proposed annexation petition, the Board reviewed dissolution proceedings for Boring Fire. The Boring Fire board made "findings of fact" as required by ORS 198.925 and the dissolution measure was voted upon on November 8, 2016, where it passed. The annexation of the Annexation Area could not take place until (and was contingent upon) the Boring Fire dissolution is completed.

A vote was also held on November 8, 2016 on the question of whether the Annexation Area could join Clackamas Fire #1. The territory to be annexed is located generally on the eastern edge of Clackamas Fire # 1, containing 59.1 square miles, a population of approximately 20,000 and is valued at \$1,803,284,019. The annexation proposal was also approved by voters both within Clackamas Fire #1 and the Annexation Area.

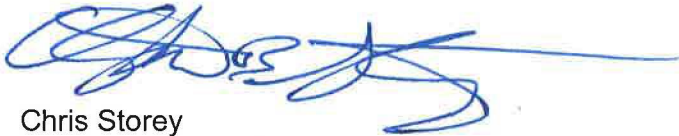
After the vote in November 2016, the Boring Fire Board and Clackamas Fire #1 took steps to complete the dissolution of Boring Fire. Staff received the required affidavit stating that the plan of dissolution had been completed on February 7<sup>th</sup>, 2017, which is attached.

Also attached is an order of annexation to effectuate the results of the election, now that the dissolution has been completed. This annexation was preliminarily approved by the Board on July 28<sup>th</sup>, 2016 so no additional public hearing is necessary. This is an administrative procedure to effectuate the will of the voters.

**RECOMMENDATION:**

Based on the attached Order and Findings, Staff recommends entering an order annexing the Annexation Area to Clackamas Fire # 1.

Respectfully submitted,



Chris Storey  
Assistant County Counsel

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

In the Matter of Annexing Territory  
Into Clackamas County Rural  
Fire Protection District #1



ORDER NO. 2017 \_\_\_\_\_

**WHEREAS**, this matter coming before the Board at this time, and it appearing that the Clackamas County Rural Fire Protection District # 1 (“Clackamas Fire # 1”) Board of Directors adopted a resolution initiating the annexation of territory to Clackamas Fire #1 that consists of all territory currently within Boring Rural Fire Protection District # 59 (“Boring Fire”);

**WHEREAS**, it further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198; and

**WHEREAS**, it further appearing that the Board considered the annexation petition on July 28<sup>th</sup>, 2016 and gave preliminary approval of the same; and

**WHEREAS**, it further appearing that that this annexation was pursued in conjunction with a dissolution of Boring Fire and that the annexation within Boring Fire could not be completed, and can only be effective after, the Boring Fire dissolution is complete;

**WHEREAS**, it further appearing that an election on the annexation was required and was held on November 8, 2016, at which the annexation was approved both by voters within Clackamas Fire #1 and within the proposed annexation area;

**WHEREAS**, It further appearing that the dissolution of Boring Fire was completed on February 6, 2017 as represented by the affidavit of the Board of Trustees of Boring Fire attached hereto as Exhibit A; and

**WHEREAS**, it further appearing that an order of annexation is necessary to effectuate the will of the voters;

**NOW, THEREFORE, IT IS HEREBY ORDERED** that the territory described in Exhibit B and depicted on Exhibit C (the “Annexation Area”) is hereby annexed into Clackamas County Rural Fire Protection District #1 effective upon entry of this Order.

**ADOPTED** this 16<sup>th</sup> day of February, 2017

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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

**EXHIBIT A**

STATEMENT OF BORING RFPD #59 BOARD OF TRUSTEES CERTIFYING  
COMPLETION OF DISSOLUTION OF THE DISTRICT



# BORING FIRE DISTRICT

## BORING FIRE DISTRICT #59

### STATEMENT OF BORING RFPD #59 BOARD OF TRUSTEES CERTIFYING COMPLETION OF DISSOLUTION OF THE DISTRICT

WHEREAS, this Board of Trustees of Boring Rural Fire Protection District #59 (hereafter the "District") has declared a dissolution of the District in order that its assets and liabilities could be transferred to Clackamas County Fire District #1 (hereafter "Clackamas Fire") pursuant to the District's Plan of Dissolution and Liquidation and voter-approved measures for the dissolution of the District and the annexation of its territory by Clackamas Fire; and

WHEREAS, the transfer and conveyance to Clackamas Fire of all of the District's real and personal properties, fixtures, apparatus, vehicles, equipment, goods, supplies, funds and accounts, contract interests and obligations and all other assets and liabilities, have now been completed and the affairs of the District have been fully settled; and all books and records of the District have been transferred to Clackamas Fire, inasmuch as the District's dissolution has been accomplished for the sole purpose of allowing the annexation by Clackamas Fire of the District's territory;

NOW, THEREFORE, pursuant to ORS 198.945(2) the Board of Trustees does hereby certify and state under oath that the District has been dissolved and its affairs liquidated, and directs that this statement be promptly filed with the Clackamas County Board of Commissioners.

APPROVED this 6<sup>th</sup> day of February, 2017, by the Board of Trustees of Boring Rural Fire Protection District #59.

\_\_\_\_\_  
Michael Strickland

\_\_\_\_\_  
Chris Olson

\_\_\_\_\_  
Steven Kent

\_\_\_\_\_  
Jay Cross

\_\_\_\_\_  
Ken Blocker

SUBSCRIBED AND SWORN TO before me on this 6<sup>th</sup> day of February, 2017.



\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: *March 3, 2019*  
*Clackamas County*

*Certified to be a true and complete copy of the original.*  
*Karen S. Strejc*  
*Executive Assistant 2/7/17*

Exhibit B

Proposal No. CL-16-003

LEGAL DESCRIPTION

The entirety of the Boring Rural Fire Protection District No. 59 (located in Clackamas County, Oregon) as that boundary existed on June 1, 2016.



# Proposal No. CL16-003

1S3E, 1S4E, 2S3E, 2S4E, 3S4E

Annexation to Clackamas Fire District #1

Clackamas County

Multnomah County  
Fire District #10

Multnomah County  
Fire District #10

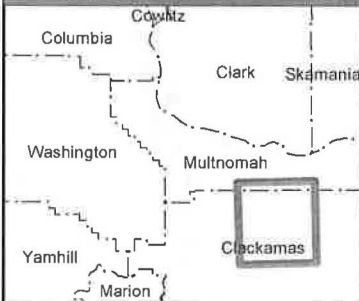
Multnomah County  
Rural Fire District #14

**Area Proposed for Annexation into  
Clackamas Fire District #1**

Sandy Fire District #72

Clackamas Fire District #1

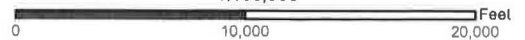
Estacada Rural Fire District #69



Research Center  
600 NE Grand Ave  
Portland, OR 97232-2736  
(503) 797-1742  
<http://www.oregonmetro.gov/drc>



1:100,000



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**OFFICE OF COUNTY COUNSEL**

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

February 16, 2017

Board of County Commissioners  
 Clackamas County

Members of the Board:

**Stephen L. Madkour**  
 County Counsel

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

Public Hearing and Order Regarding Approval to Allow Mary's Woods at  
 Marylhurst to Issue Revenue Bonds in an Amount Not to Exceed  
\$200,000,000

<b>Purpose/Outcomes</b>	Public Hearing & Order allowing Rose Villa to issue bonds
<b>Dollar Amount and Fiscal Impact</b>	None. The County in no way will be obligated to pay, support, guarantee or otherwise be responsible for the debt.
<b>Funding Source</b>	Not Applicable
<b>Duration</b>	One time approval is the only involvement
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Build Public Trust Through Good Government, hold transparent and clear public processes regarding borrowing requests from third parties as required by law
<b>Contact Person</b>	Chris Storey, Assistant County Counsel 503-742-4623
<b>Contract No.</b>	N/A

**BACKGROUND:**

Mary's Woods at Marylhurst, Inc., an Oregon nonprofit corporation (the "Mary's Woods") desires to issue debt to support expansion and improvements of their current facility located in Lake Oswego adjacent to Marylhurst University. This is allowed under existing tax law if certain procedures are followed. First, Borrow must partner with a Public Finance Authority to issue the debt, which has been arranged by Mary's Woods. That entity is located in Wisconsin, and therefore there are references to Wisconsin law in the attached draft order. Second, the Internal Revenue Code of 1986's Section 147(f) requires elected officials having jurisdiction over where Mary's Woods operates -- in this case, the Board of County Commissioners -- must approve the issuance of the debt. This is done after appropriate notice is published at least 14 days in advance and a public hearing is held on the subject. A draft order allowing the same is attached hereto.

The hearing and granting approval to allow the issuance of the bonds to go forward is the entire extent of the County's involvement in the proposed debt issuance. The amount borrowed will not be a debt of the County, no taxes will be paid in support of the debt, and no guarantee or assurance or any credit-enhancing activity is being offered. If the Board votes to allow the issuance of the debt, it will be the sole responsibility of Mary's Woods. If the Board votes against

allowing the issuance, Mary's Woods will not be able to issue the debt as currently contemplated.

Mary's Woods has provided background for inclusion in this report and will attend the hearing to provide public testimony as well. The entity's background as provided, is that Mary's Woods was established in July 1997. The sponsoring organization of the Corporation is the Oregon Province of The Society of the Sisters of the Holy Names of Jesus and Mary ("SNJM"). The Oregon Province of SNJM was started on October 21, 1859, and consistent with its mission to operate a care center for their sick and elderly members, SNJM embarked upon the Mary's Woods project (the "Community"). Residency at the Community is open to individuals of all faiths and is not limited to members of the Catholic Church or SNJM.

The Community was formed for the purpose of constructing, owning, and operating a continuing care retirement community ("CCRC"). The first phase of the CCRC was financed in 1999 and opened in 2001. In 2014 the Corporation formed a formal project team to explore a second phase of the CCRC, and an initial market feasibility study completed in 2015 supported the expansion of the Community. The Community is located on approximately 28 acres of the 75-acre SNJM campus in Lake Oswego, Oregon, adjacent to Marylhurst University. The existing facility includes 233 independent living units, 50 independent living villas, 76 assisted living units, 23 specialty care (dementia) beds, 5 skilled nursing beds, and a commons area. The commons areas include a library, an arts and crafts room, an exercise room, a swimming pool, a beauty parlor and a barbershop.

The expansion project to be financed with proceeds of the revenue bonds is referred to as the Village at Mary's Woods (the "Project") and will consist of 144 independent living apartment-style residences in one-bedroom and two-bedroom configurations in three three-story buildings (the "Independent Living Apartments"), 48 assisted living apartments in a three-story building (the "Assisted Living Units"), and two independent living commons buildings (the "Village Commons"). The Project buildings will include approximately 377,724 square feet, which will be developed on land to be leased from SNJM by the Corporation, located at the northeast side of Willamette Drive (Hwy. 43) between the existing facility and Marylhurst University in the City of Lake Oswego. The common areas for the Project include central gathering space, main dining room, private dining room, bistro, bar/lounge, wellness and fitness center, performance auditorium, art studio and gallery, multi-purpose rooms, conference room, landscaped courtyards, salon, spa, residential storage and underground parking.

The City of Lake Oswego Building Division has issued full building permits for the Expansion Independent Living Apartments and the Village Commons as approved by the City of Lake Oswego Development Review Commission. The City of Lake Oswego Building Division has not yet issued the building permit for the Assisted Living Units building. The Assisted Living Units building plans will be submitted to the City of Lake Oswego Building Division immediately following the zoning approval for the site of the Assisted Living Units, which is expected to be issued in March 2017. It is anticipated that the building permit for the Assisted Living Units building will be received within approximately 120 days of zoning approvals. Nothing has come to the attention of the management of the Corporation, which would lead it to believe that such permits will not be granted in due course.

**RECOMMENDATION:**

Staff recommends the Board hold a public hearing on the subject, weigh the evidence presented thereby, and make a determination on whether or not to allow Borrow to issue the

debt as planned. If the Board makes that determination, it would adopt the draft order attached hereto to effectuate the same.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Chris Storey', with a long horizontal flourish extending to the right.

Chris Storey  
Assistant County Counsel

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

In the Matter of Approving the  
Issuance of Revenue Bonds (Mary's  
Woods at Marylhurst Project), Series  
2017 in a Maximum Aggregate Issue  
Price Not to Exceed \$200,000,000  
Issued by the Public Finance Authority



ORDER NO. 2017 \_\_\_\_\_  
Page 1 of 3

**WHEREAS**, it appearing before the Board of County Commissioners of Clackamas County, Oregon (the "Board") that the Public Finance Authority (the "Authority"), a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended, has received a request from Mary's Woods at Marylhurst, Inc., a nonprofit corporation duly organized and validly existing under the laws of the State of Oregon (the "Borrower"), to issue revenue and refunding bonds, pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, in one or more series, in a maximum aggregate issue price not to exceed \$200,000,000 (collectively, the "Bonds");

**WHEREAS**, the proceeds of the Bonds are expected to be used to finance costs of the following projects (collectively, the "Projects"): (i) capital construction, development, improvement, renovation and equipping of an expansion project and certain other capital improvements and renovations at the Borrower's continuing care retirement facilities located within the boundaries of Clackamas County, Oregon (the "County") at 17400 Holy Names Drive, Lake Oswego, Oregon 97034; (ii) refunding certain outstanding tax-exempt debt obligations issued for the benefit of the Borrower, which financed and refinanced the construction, development, improvement, renovation and equipping of capital construction and improvement projects at the Borrower's continuing care retirement facilities located at 17400 Holy Names Drive, Lake Oswego, Oregon 97034; (iii) financing termination payments with respect to existing interest rate swap agreement; and (iv) paying capitalized interest and certain costs of issuance of the Bonds, including funding one or more debt service reserve funds, if necessary;

**WHEREAS**, the Internal Revenue Code of 1986 (the "Code") authorizes the issuance of revenue bonds for a "qualified 501(c)(3) entity," such as the Borrower;

**WHEREAS**, Section 147(f) of the Code requires that qualified 501(c)(3) bonds be approved by the applicable elected representatives of the governmental unit having jurisdiction over the area in which the Projects are located, and the Board of the County are the applicable elected representatives of the governmental unit having jurisdiction over the area in which the Projects being financed with the proceeds of the Bonds are located;

**WHEREAS**, pursuant to Section 66.0304(11)(a) of the Wisconsin Statutes, prior to their issuance, bonds issued by the Authority must be approved by the governing

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

In the Matter of Approving the  
Issuance of Revenue Bonds (Mary's  
Woods at Marylhurst Project), Series  
2017 in a Maximum Aggregate Issue  
Price Not to Exceed \$200,000,000  
Issued by the Public Finance Authority



ORDER NO. 2017 \_\_\_\_\_  
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body or highest ranking executive or administrator of the political jurisdiction within whose boundaries the Projects are located;

**WHEREAS**, on the date of this Order, the Board conducted a public hearing, adequate notice of this hearing having been published pursuant to Section 147(f) of the Code, to provide a reasonable opportunity for members of the public to express their views regarding the issuance of the Bonds and the uses and purposes of the proceeds of the Bonds;

**WHEREAS**, the principal of and interest on the Bonds will not constitute a debt of the County, nor shall the Bonds be payable from a tax of any nature levied upon any property within the County, nor within any other political subdivision of the State of Oregon. The Bonds will be special limited obligations of the Authority payable only from revenues and resources provided or arranged by the Borrower pledged to the payment of the Bonds and any credit enhancement arranged for the Borrower;

**WHEREAS**, the Borrower has requested that the Board approve the financing of the Projects and the issuance of the Bonds in order to satisfy the requirements of Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the "Joint Exercise Agreement"), and Section 66.0304(11)(a) of the Wisconsin Statutes;

**WHEREAS**, the Board finds that it would be in the best interest of the County to approve the issuance of the Bonds pursuant to the requirements of Section 147(f) of the Code, and the Board being fully advised;

**NOW, THEREFORE, IT IS HEREBY ORDERED:**

- (1) As the applicable elected representatives of the governmental unit having jurisdiction over the area in which the Projects are located, and having concluded that a public hearing was validly held to provide a reasonable opportunity for members of the public to express their views regarding the issuance of the Bonds and the uses and purposes of the proceeds of the Bonds, the Board approves of the issuance of the Bonds by the Authority for the purpose of financing the Projects, in a maximum aggregate issue price not to exceed \$200,000,000.
- (2) It is the purpose and intent of the Board that this Order constitute approval of the issuance of the Bonds by the Board, which is the

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

In the Matter of Approving the  
Issuance of Revenue Bonds (Mary's  
Woods at Marylhurst Project), Series  
2017 in a Maximum Aggregate Issue  
Price Not to Exceed \$200,000,000  
Issued by the Public Finance Authority



ORDER NO. 2017 \_\_\_\_\_  
Page 3 of 3

governmental unit having jurisdiction over the area in which the Projects are located, in accordance with Section 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Joint Exercise Agreement.

- (3) This Order is effective immediately upon passage.
- (4) Nothing in this Order shall be construed as to impose any obligation on the Board or the County to support, guarantee, repay or otherwise be responsible in any way for the Bonds.

DATED this 16<sup>th</sup> day of February 2017

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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

February 16, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with the City of Oregon City, Police Department  
for Crisis Assessment and Diversion Services when Involved with the Police**

<b>Purpose/Outcomes</b>	Provides crisis assessment and diversion services to citizens experiencing mental health crises when involved with the police.
<b>Dollar Amount and Fiscal Impact</b>	Annual revenue \$6,234.81
<b>Funding Source</b>	This is a revenue agreement. No County General Funds are involved.
<b>Duration</b>	Effective January 1, 2017 until terminated by mutual agreement of the parties.
<b>Previous Board Action</b>	NA
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division, 503-742-5305
<b>Contract No.</b>	8050

**BACKGROUND:**

The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with the City of Oregon, Police Department for Crisis Assessment and Diversion Services. This contract provides the basis for a cooperative relationship for the purpose is to implement the parties' desire to partner in the delivery of behavioral health crisis assessment and diversion services to citizens experiencing mental health crises when involved with the police.

Since 2010, the Clackamas County Behavioral Health Division (BHD) Safety Net Services Program has been collaborating with the Clackamas County Sheriff's Office (CCSO) to provide direct, community-based support to citizens with mental illness and co-occurring substance use disorders who come in contact with patrol deputies. This collaborative program is called The Behavioral Health Unit (BHU), and was the first law enforcement embedded clinical team in the tri-county area. Multnomah and Washington counties have since developed their own similar models of behavioral health and law enforcement collaboration.

This contract is effective January 1, 2017 with an annual revenue totaling \$6,234.80. There is no termination date. County Counsel reviewed and approved this contract.

This contract is retroactive due to unexpected staff shortfalls.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services Department

*Healthy Families. Strong Communities.*

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

[Clackamas.us/h3s](http://Clackamas.us/h3s)



**INTERGOVERNMENTAL AGREEMENT**  
**Agreement # 8050**

**BETWEEN THE CITY OF OREGON CITY THROUGH ITS POLICE DEPARTMENT,  
AND CLACKAMAS COUNTY, THROUGH ITS HEALTH, HOUSING AND HUMAN  
SERVICES BEHAVIORAL HEALTH DIVISION**

- I. **Purpose.** This Agreement ("Agreement") provides the basis for a cooperative relationship between the City of Oregon City, acting through its Police Department ("LE AGENCY") and Clackamas County, acting through its Health, Housing and Human Services, Behavioral Health Division ("BHD").

The purpose of this Agreement is to implement the parties' desire to partner in the delivery of behavioral health crisis assessment and diversion services to citizens experiencing mental health crises when involved with the LE AGENCY.

- II. **Provisions.** BHD and LE AGENCY agree to jointly oversee the LE AGENCY Behavioral Health Unit (BHU), comprised of Mental Health Specialists, Case Managers and Peer Specialist staff assigned through the BHD Crisis Services to work with the LE AGENCY Patrol Division and provide crisis assessment, diversion intervention, case management, support and referral services to citizens in need who are identified through the LE AGENCY as frequently accessing LE services due to mental illness.

BHD will be responsible for the compensation, professional standards and general conduct of the Mental Health Specialists, Case Management and Peer Specialist staff, who will remain employees of BHD under BHD's supervision and control. LE AGENCY will provide the training that LE AGENCY determines is necessary to enable BHD staff to safely work with LE AGENCY staff while in the field.

- III. **BHD/BHU Functions.** The primary functions of the BHD/BHU staff under this Agreement are to:
1. Engage with county residents with perceived mental health conditions and link them to appropriate resources, in order to divert them from incarceration, hospitalization, or unnecessary reliance on LE AGENCY resources; and
  2. Enhance LE AGENCY staff skills by providing formal and informal training and education through participation in Critical Incident Training ("CIT"), and in-person consultation.

IV. **Roles.**

1. LE AGENCY staff will generate referrals for BHD/BHU follow-up. If either BHU or LE AGENCY perceives risk to the follow up, the LE AGENCY will provide an officer to accompany BHU staff on the follow-up visit.
2. BHD/BHU staff will have assigned County vehicles in which they are authorized to transport county residents provided that the transport is voluntary and the individual is in behavioral control.
3. BHD/BHU staff will not be expected to physically participate in what LE AGENCY determines to be an unsecured scene, however, they may be asked to be available telephonically or via radio to consult with LE AGENCY staff in live negotiation situations.
4. Occasionally BHD/BHU staff may be requested to assist with the assessment of a Peace Officer or Director's Designee Custody assessment in the field. The BHD/BHU staff cannot accept custody from LE AGENCY staff and cannot provide involuntary transportation.

5. On rare occasions the BHD/BHU staff may have the ability to accompany the allegedly mentally ill person and the LE AGENCY staff to the hospital to communicate the clinical information to the hospital staff, but will not be expected to provide this service with any frequency
6. BHD/BHU staff will not be expected to leave an intervention to attend to another intervention prior to completing their first assignment.
7. BHD/BHU current shifts are as follows: Staff 1: Monday through Friday, 8:30 a.m. - 5:00 p.m.; Staff 2: Sunday through Wednesday, 9:00 a.m. - 6:30 p.m.; Staff 3: Wednesday through Saturday, 10:00 a.m. - 7:30 p.m. As the team is expanded, the shift times will be mutually agreed to by BHD/BHU and the LE AGENCY.
8. Outside of BHD/BHU covered shifts, in the event of a mental health crisis, LE AGENCY will have access to 24/7 Crisis Support by calling 503-655-8585. Determination will be made with the 24/7 Crisis Support and on-call supervisor if mobile crisis response is needed. LE AGENCY will provide an officer to accompany BHU staff.

**V. Communication.**

1. BHU staff will attend LE AGENCY roll call shifts as scheduling permits.
2. LE AGENCY will appoint a liaison to help BHD/BHU staff navigate LE AGENCY, address the needs of their working conditions and successfully perform their duties while working with LE AGENCY.
3. The BHD/BHU staff will be responding to requests from multiple LE Agencies. In the event of conflicting time-sensitive requests, the LE Agencies will negotiate with each other the priority of requests and will communicate the decision to the BHD/BHU staff.
4. LE AGENCY, Clackamas County Sheriff's Office ("CCSO") and BHD supervisory staff will meet periodically to address concerns and systems issues. Additional meetings may be scheduled if needed as determined by LE AGENCY or BHD.

**VI. Training.** LE AGENCY will attempt to train all LE AGENCY's patrol officers through CCSO's semi-annual CIT program, which includes a three-year certification on Mental Health First Aid. LE AGENCY will participate with CCSO in the development of an Advanced CIT training for select regional LE AGENCY staff, with the goal of developing a regional CIT response team. The advanced CIT training will include, at a minimum, ASIST (Applied Suicide Intervention Skills Training) and Psychological First Aid.

**VII. Compensation – Attachment A.** In the first year of this Agreement, or as otherwise determined by mutual agreement, the LE AGENCY will provide a percentage reimbursement to the BHD using the following formula, as detailed on the attached Attachment A, as its contribution to the expansion of the Behavioral Health Unit, which includes an additional mental health clinician to be added to the three-person team.

The compensation detailed in Attachment A is calculated based upon each city's total population as a percentage of County population

By **December 1, 2017**, and by December 1<sup>st</sup> of each year thereafter, BHD will provide a statement to LE AGENCY showing LE AGENCY's percentage reimbursement for the following year of the Agreement (January 1 to December 31), using the above formula. LE AGENCY by **January 1, 2018**, and by January 1 of each year thereafter, shall either pay BHD the stated percentage reimbursement or may,

at LE AGENCY's discretion, terminate LE AGENCY's Agreement effective immediately.

The current cost-sharing agreement is prorated with BHD subsidizing most of the current cost. It is the goal of the parties to collaborate on identifying a cost model that creates a sustainable program. Any change in the cost model will require the mutual agreement of the parties.

All LE Agencies currently operating in Clackamas County will be encouraged to participate as this allows for greater cost sharing across all participants.

- VIII. Liaison Responsibility.** The BHD Crisis Services Manager or designee will act as liaison to LE AGENCY. The LE AGENCY Patrol Captain or designee will act as liaison to BHD.
- IX. Confidentiality.** Unless otherwise permitted by law, parties agree that the LE AGENCY, its agents and employees shall maintain the confidentiality of any participant records or other participant identifying information, written or otherwise, with which they may come in contact, to the extent required by 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, parties acknowledge the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agree that the party, its agents and employees will comply with any applicable requirements of HIPAA and state law related to the confidentiality of participant records or other participant identifying information.
- X. Amendments.** This Agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by the Clackamas County Health, Housing and Human Services Department Director and the Lake Oswego Chief of Police, or by their authorized designees.
- XI. Term of Agreement.** This Agreement is effective January 1, 2017, until terminated by mutual agreement of the parties, or as provided elsewhere in this Agreement.
- XII. Termination.** In addition to the termination provisions in Section XI above, this Agreement may be terminated or suspended by either party upon the material non-compliance by the other party with any of its obligations under this Agreement. Termination shall be effected by written notice from one party to the other, and shall be effective immediately upon notice, or at a later date specified in the notice. This Agreement may also be terminated at the discretion of either party upon 30 days' written notice to the other party.
- XIII. Indemnification.** Within the liability limits stated in the Oregon Tort Claims Act, each party to this Agreement shall defend, indemnify and hold the other party harmless against all liability, loss, or expenses, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property to the extent caused by or resulting from any act, error or omission by the indemnifying party or its agents and employees in connection with the performance of this Agreement and acting within the scope of their official duties.

(signature page follows)

**SIGNATURE PAGE FOR INTERGOVERNMENTAL AGREEMENT #8050**

**City of Oregon City**

**Clackamas County Behavioral Health**

  
\_\_\_\_\_  
Anthony J. Konkol, III, City Manager

  
\_\_\_\_\_  
Mary Rumbaugh, Director

\_\_\_\_\_  
Date 11/16/16

\_\_\_\_\_  
Date 1/27/17

**Signing on Behalf of the Clackamas Board of County Commissioners:  
Health, Housing & Human Services Department**

\_\_\_\_\_  
Richard Swift, Director

\_\_\_\_\_  
Date

February 16, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of amendment #12 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County

<b>Purpose/Outcomes</b>	Increases funding from the Oregon Health Authority for the Program Element 40 WIC Breastfeeding Support.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #12 increases the funding by \$3,995. for a new Contract maximum value of \$6,444,269.00.
<b>Funding Source</b>	State of Oregon, Oregon Health Authority. No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2017
<b>Strategic Plan Alignment</b>	1. Improved community safety and health 2. Ensure safe, health and secure communities
<b>Previous Board Action</b>	The Board last reviewed and approved this agreement on July 9, 2015, Agenda item 070915-A8, October 6, 2016 Agenda Item 100616-A1, 100616-A2 & October 27, 2016 Agenda item 102716-A1, December 19, 2016 Agenda item 121916-A5
<b>Contact Person</b>	Dawn Emerick, Public Health Director – 503-655-8479
<b>Contract No.</b>	7271-12

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #12 for the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. This Amendment increases funding from the Oregon Health Authority for the Program Element 40 WIC Breastfeeding Services. This allows the Clackamas County Public Health Division (CCPHD) to provide public health related services to Clackamas County residents.

This Amendment is effective July 1, 2016 and continues through June 30, 2017. This contract has been reviewed by County Counsel on February 2 2017.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services

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

**Agreement #148002**

**TWELFTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

This Twelfth Amendment to Oregon Health Authority 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2015 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County, acting by and through its Clackamas County Health, Housing, and Human Services ("LPHA"), the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Clackamas County.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the financial assistance award for fiscal year 2016-2017 set forth in Exhibit C of the Agreement;

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

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

**AGREEMENT**

1. The Agreement is amended as follows:
  - a. Exhibit C "Financial Assistance Award", Section 1 only is amended to modify the Financial Assistance Award for the period July 1, 2016 through June 30, 2017 as set forth in Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 4 of Exhibit C, entitled "Explanation of Financial Assistance Award" of the Agreement.
  - b. Exhibit J "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
2. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect. The parties expressly agree to and ratify the Agreement as herein amended.

- 5. 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.
- 6. This Amendment becomes effective on the date of the last signature below.

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

**APPROVED:**

**STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)**

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

**CLACKAMAS COUNTY ACTING BY AND THROUGH ITS CLACKAMAS COUNTY HEALTH, HOUSING, AND HUMAN SERVICES (LPHA)**

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

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Amendment form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, by email on June 30, 2016. A copy of the emailed approval is on file at OCP.*

**OHA PUBLIC HEALTH ADMINISTRATION**

Reviewed by: \_\_\_\_\_  
Name: Karen Slothower (or designee)  
Title: Program Support Manager  
Date: \_\_\_\_\_

**OFFICE OF CONTRACTS & PROCUREMENT (OCP)**

By: \_\_\_\_\_  
Name: Tammy L. Hurst, OPBC, OCAC  
Title: Contract Specialist  
Date: \_\_\_\_\_



**ATTACHMENT A  
FINANCIAL ASSISTANCE AWARD  
Award Period July 1, 2016 through June 30, 2017**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2
<b>1) Grantee</b> Name: Clackamas County Health Dept.  Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045	<b>2) Issue Date</b> November 30, 2016	<b>This Action</b> AMENDMENT FY2017	
		<b>3) Award Period</b> From July 1, 2016 Through June 30, 2017	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	<b>Previous Award</b>	<b>Increase/ (Decrease)</b>	<b>Grant Award</b>
PE 01 State Support for Public Health	440,827	0	440,827
PE 03 TB Case Management	20,038	0	20,038 ( g )
PE 04 Sustainable Relationships for Community Health	295,498	0	295,498 ( j )
PE 07 HIV Prevention Services	99,559	0	99,559 ( i )
PE 12 Public Health Emergency Preparedness	159,181	0	159,181
PE 13 Tobacco Prevention & Education	228,108	0	228,108
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	875,758	0	875,758 ( b,c,k,l,m )
PE 40 WIC -- PEER Counseling FAMILY HEALTH SERVICES	69,411	0	69,411 ( e,f )
PE 40 WIC -- Texting Breastfeeding Support FAMILY HEALTH SERVICES	0	3,995	3,995 ( n )
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	23,515	0	23,515 ( a )
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	21,753	0	21,753
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	35,052	0	35,052
<b>5) FOOTNOTES:</b>			
a) The Title X funding may change due to availability of funds and funding formula calculation based on clients served in Fiscal Year 2015. b) The July-September 2016 grant is \$234,178 and includes \$46,836 of minimum Nutrition Education \$11,068 is for Breastfeeding Promotion. c) The October-June 2017 grant is \$641,580 and includes \$128,316 of minimum Nutrition Education \$33,204 is for Breastfeeding Promotion. d) Immunization Special Payments is funded by State General Funds and is matched dollar for dollar with Federal Medicaid Match. e) \$17,353 is the July 1st -- September 30th of 2016 funding to local agencies. f) \$52058 is the October 1st, 2016 -- June 30th 2017 funding to local agencies. g) \$2,158 needs to be expended by 12/31/16 h) \$10,000 is for School Based Health Center Youth Friendly Clinic Grant Funds. i) \$29,260 must be spent by December 31, 2016			
<b>6) Capital Outlay Requested in This Action:</b>			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG. APPROV</b>

State of Oregon Oregon Health Authority Public Health Division		Page 2 of 2	
<b>1) Grantee</b> Name: Clackamas County Health Dept.		<b>2) Issue Date</b> November 30, 2016	<b>This Action</b> AMENDMENT FY2017
Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045		<b>3) Award Period</b> From July 1, 2016 Through June 30, 2017	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	Previous Award	Increase/ (Decrease)	Grant Award
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	81,786	0	81,786
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	11,593	0	11,593
PE 42 Babies First FAMILY HEALTH SERVICES	35,384	0	35,384
PE 42 Oregon MothersCare FAMILY HEALTH SERVICES	15,438	0	15,438
PE 43 Immunization Special Payments	88,354	0	88,354 ( d )
PE 44 School Based Health Centers -- BASE FAMILY HEALTH SERVICES	230,956	0	230,956 ( h )
PE 44 School Based Health Centers-Mental Health Expansion FAMILY HEALTH SERVICES	367,500	0	367,500
PE 50 Safe Drinking Water Program	147,475	0	147,475
<b>TOTAL</b>	3,247,186	3,995	3,251,181
<b>5) FOOTNOTES:</b>			
j) State Fiscal Year 2017 funds for Sustainable Relationships for Community Health are for the period July 1st, 2016 through June 30th, 2017.			
k) \$675 represents the Fresh Fruit and Veggies funds.			
l) \$19,992 represents one-time funding amount. Funding rate is \$4 per assigned caseload.			
m) \$1,047 increase represents reimbursement to local agencies for iPad purchase for WIC business operations.			
n) \$3,995 represents additional funding to local agencies for testing breastfeeding support message services.			
<b>6) Capital Outlay Requested in This Action:</b>			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG. APPROV</b>

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

PE 40 Special Supplemental Nutritional Program for Women, Infants and Children (WIC)- SFY17 (July 16 - June 17)							
		<b>Federal Award Identification Number(FAIN):</b>		12-3510-0-1-605	12-3510-0-1-605		
		<b>Federal Award Date:</b>		02/01/15	2/1/2016		
		<b>Performance Period:</b>		10/01/15-9/30/16	10/01/16-9/30/17		
		<b>Federal Awarding Agency:</b>		Department of Agriculture/Food and Nutrition Service	Department of Agriculture/Food and Nutrition Service		
		<b>CFDA Number:</b>		10.557	10.557		
		<b>CFDA Name:</b>		Special Supplemental Nutrition Program for Women Infants and Children	Special Supplemental Nutrition Program for Women Infants and Children		
		<b>Total Federal Award:</b>		25,313,944	\$81,321		
		<b>Project Description:</b>		WIC Program	WIC Program		
		<b>Awarding Official:</b>		Debra Whitford Debbie.Whitford@fn s.usda.gov	Debra Whitford Debbie.Whitford@ fns.usda.gov		
		<b>Indirect Cost Rate:</b>		17.45%	17.45%		
		<b>Research And Development(Y/N):</b>			N N		
Agency/Contractors Name	DUNS	Prior Award Amount July-Sept 2016	Prior Award Oct 2016 - June 2017	Funding Adjustment	Award Amount July-Sept 2016	Award Amount Oct 2016 - June 2017	Total SFY 17 Award
CLACKAMAS	096992656	\$ 234,178	\$ 641,580	\$ 3,995	\$ 234,178	\$ 645,575	\$ 879,753

February 16, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

**Approval of amendment #13 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County**

<b>Purpose/Outcomes</b>	Updates the language for Program Element 03 Tuberculosis Services and provides for an increase in funding from the Oregon Health Authority for the Program Element 07 HIV Prevention Services.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #13 increases the funding by \$14,525. for a new Contract maximum value of \$6,458,794.00.
<b>Funding Source</b>	State of Oregon, Oregon Health Authority. No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2017
<b>Strategic Plan Alignment</b>	1. Improved community safety and health 2. Ensure safe, health and secure communities
<b>Previous Board Action</b>	The Board last reviewed and approved this agreement on July 9, 2015, Agenda item 070915-A8, October 6, 2016 Agenda Item 100616-A1, 100616-A2 & October 27, 2016 Agenda item 102716-A1, December 19, 2016 Agenda item 121916-A5
<b>Contact Person</b>	Dawn Emerick, Public Health Director – 503-655-8479
<b>Contract No.</b>	7271-13

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #12 for the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. This Amendment updates the language for Program Element 03 Tuberculosis Services and provides for an increase in funding from the Oregon Health Authority for the Program Element 07 HIV Prevention Services.

This allows the Clackamas County Public Health Division (CCPHD) to provide public health related services to Clackamas County residents.

This Amendment is effective July 1, 2015 and continues through June 30, 2017. This contract has been reviewed by County Counsel on February 2 2017.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services

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**Agreement #148002**

**THIRTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

This Thirteenth Amendment to Oregon Health Authority 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2015 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County, acting by and through its Clackamas County Health, Housing, and Human Services ("LPHA"), the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Clackamas County.

**RECITALS**

WHEREAS, OHA, County and LPHA wish to modify certain Program Element Descriptions set forth in Exhibit B of the Agreement;

WHEREAS, OHA and LPHA wish to modify the financial assistance award for fiscal year 2016-2017 set forth in Exhibit C of the Agreement;

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

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

**AGREEMENT**

1. The Agreement is amended as follows:
  - a. Program Element #03 "Tuberculosis Services" is hereby superseded and replaced in its entirety as per Attachment A, attached hereto and incorporated herein by this reference.
  - b. Exhibit C "Financial Assistance Award", Section 1 only is amended to add the Financial Assistance Award for the period July 1, 2016 through June 30, 2017 as set forth in Attachment B attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 4 of Exhibit C, entitled "Explanation of Financial Assistance Award" of the Agreement.
  - c. Exhibit J "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
2. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.

- 4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect. The parties expressly agree to and ratify the Agreement as herein amended.
- 5. 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.
- 6. This Amendment becomes effective on the date of the last signature below.

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

**APPROVED:**

**STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)**

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

**CLACKAMAS COUNTY ACTING BY AND THROUGH ITS CLACKAMAS COUNTY HEALTH, HOUSING, AND HUMAN SERVICES (LPHA)**

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

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Amendment form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, by email on June 30, 2016. A copy of the emailed approval is on file at OCP.*

**OHA PUBLIC HEALTH ADMINISTRATION**

Reviewed by: \_\_\_\_\_  
 Name: Karen Slothower (or designee)  
 Title: Program Support Manager  
 Date: \_\_\_\_\_

**OFFICE OF CONTRACTS & PROCUREMENT (OCP)**

By: \_\_\_\_\_  
 Name: Tammy L. Hurst, OPBC, OCAC  
 Title: Contract Specialist  
 Date: \_\_\_\_\_

## ATTACHMENT A

## Program Element #03 - Tuberculosis Services

## 1. Description.

ORS 433.006 and Oregon Administrative Rule 333-019-0000 assign responsibility to LPHA for Tuberculosis ("TB") investigations and implementation of TB control measures within LPHA's service area. The funds provided under this agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, as supplemental funds to support LPHA's TB investigation and control efforts. The funds provided under this agreement for this Program Element are not intended to be the sole funding for LPHA's TB investigation and control program.

## 2. Definitions Specific to TB Services.

- a. **Active TB Disease:** TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with active TB disease, as determined in accordance with the Centers for Disease Control and Prevention's (CDC) laboratory or clinical criteria for active TB and based on a diagnostic evaluation of the individual.
- b. **Appropriate Therapy:** Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Diseases Society of America.
- c. **Associated Cases:** Additional cases of TB disease discovered while performing a contact investigation.
- d. **B-waiver Immigrants:** Immigrants or refugees screened for TB prior to entry to the U.S. and found to have TB disease or latent TB infection.
- e. **Case:** A case is an individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in the Department's Investigative Guidelines.
- f. **Cohort Review:** A systematic review of the management of patients with TB disease and their contacts. The "cohort" is a group of TB cases counted (confirmed as cases) over 3 months. The cases are reviewed 6-9 months after being counted to ensure they have completed treatment or are nearing the end. Details of the management and outcomes of TB cases are reviewed in a group with the information presented by the case manager.
- g. **Contact:** An individual who was significantly exposed to an infectious case of active TB disease.
- h. **Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the county) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB.
- i. **Evaluated (in context of contact investigation):** A contact received a complete TB symptom review and tests as described in the Department's Investigative Guidelines.
- j. **Interjurisdictional Transfer:** A suspected TB case, TB case or contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.



- k. **Investigative Guidelines:** Department guidelines, dated as of August 2010, which are incorporated herein by this reference are available for review at: <http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf>.
- l. **Latent TB Infection (LTBI):** TB disease in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
- m. **Medical Evaluation:** A complete medical examination of an individual for tuberculosis including a medical history, physical examination, TB skin test or interferon gamma release assay, chest x-ray, and any appropriate molecular, bacteriologic, histologic examinations.
- n. **Suspected Case:** A suspected case is an individual whose illness is thought by a health care provider, as defined in OAR 333-017-0000, to be likely due to a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in the Department's Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.
- o. **TB Case Management:** Dynamic and systematic management of a case of TB where a person, known as a case manager, is assigned responsibility for the management of an individual TB case to ensure completion of treatment. TB Case Management requires a collaborative approach to providing and coordinating health care services for the individual. The case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, providing patient education and counseling, performing contact investigations and following infected contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.

3. **Procedural and Operational Requirements.**

- a. LPHA must include the following minimum TB services in its TB investigation and control program if that program is supported in whole or in part with funds provided under this agreement: Tuberculosis Case Management Services, as defined above and further described below and in the Department's Investigative Guidelines.
- b. **Tuberculosis Case Management Services.** LPHA's TB Case Management Services must include the following minimum components:
  - (1) LPHA must investigate and monitor treatment for each case and suspected case of active TB disease identified by or reported to LPHA whose residence is in LPHA's jurisdiction, to confirm the diagnosis of TB and ensure completion of adequate therapy.
  - (2) LPHA must require individuals who reside in LPHA's jurisdiction and who LPHA suspects of having active TB disease, to receive appropriate medical examinations and laboratory testing to confirm the diagnosis of TB and response to therapy, through the completion of treatment. LPHA must assist in arranging the laboratory testing and medical examination, as necessary.
  - (3) LPHA must provide medication for the treatment of TB to all individuals who reside in LPHA's jurisdiction and who have TB but who do not have the means to purchase TB medications or for whom obtaining or using identified means is a barrier to TB treatment compliance. LPHA must monitor, at least monthly and in person, individuals receiving medication(s) for adherence to treatment guidelines, medication side effects, and clinical response to treatment.
  - (4) DOT is the standard of care for the treatment of TB. Cases of TB disease should be treated via DOT. If DOT is not utilized, The Department's TB Program must be consulted.

- (5) The Department's TB Program must be consulted prior to initiation of any TB treatment regimen which is not recommended by the most current CDC, American Thoracic Society and Infectious Diseases Society of America TB treatment guideline.
- (6) LPHA may assist the patient in completion of treatment by utilizing the below methods. Methods to ensure adherence should be documented.
  - (a) Proposed interventions for assisting the individual to overcome obstacles to treatment adherence (e.g. assistance with transportation).
  - (b) Proposed use of incentives and enablers to encourage the individual's compliance with the treatment plan.
- (7) With respect to each case of TB within LPHA's jurisdiction that is identified by or reported to LPHA, LPHA shall perform a contact investigation to identify contacts, associated cases and source of infection. The LPHA must evaluate all located contacts, or confirm that all located contacts were advised of their risk for TB infection and disease.
- (8) The LPHA must offer or advise each located contact identified with TB infection or disease, or confirm that all located contacts were offered or advised, to take appropriate therapy and shall monitor each contact who starts treatment through the completion of treatment (or discontinuation of treatment).

- c. If LPHA receives in-kind resources under this agreement in the form of medications for treating TB, LPHA shall use those medications to treat individuals for TB. In the event of a non-TB related emergency (i.e. meningococcal contacts), with notification to TB Program, the LPHA may use these medications to address the emergent situation.
- d. The LPHA will present TB cases through participation in the quarterly cohort review. If the LPHA is unable to present the TB case at the designated time, other arrangements shall be made in collaboration with the Department.
- e. The LPHA will accept Class B waivers and interjurisdictional transfers for evaluation and follow-up, as appropriate for LPHA capabilities.

**4. Reporting Obligations and Periodic Reporting Requirements.** LPHA shall prepare and submit the following reports to the Department:

- a. LPHA shall notify the Department's TB Program of each case or suspected case of active TB disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR – within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA shall, within 5 business days of a status change of a suspected case of TB disease previously reported to the Department, notify the Department of the change. A change in status occurs when a suspected case is either confirmed to have TB disease or determined not to have TB Disease. The LPHA shall utilize the Department's "TB Disease Case Report Form" and ORPHEUS for this purpose. After a case of TB disease has concluded treatment, case completion information shall be sent to the Department's TB Program utilizing the "TB Disease Case Report Form" and ORPHEUS within 5 business days of conclusion of treatment.
- b. LPHA shall submit data regarding contact investigation via ORPHEUS or other mechanism deemed acceptable. Contact investigations are not required for strictly extrapulmonary cases. Consult with local medical support as needed.

5. **Performance Measures.** If LPHA uses funds provided under this agreement to support its TB investigation and control program, LPHA shall operate its program in a manner designed to achieve the following national TB performance goals:
- a. For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, **93.0% will complete treatment within 12 months.**
  - b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be elicited for contacts.**
  - c. For contacts of sputum AFB smear-positive TB cases, **93.0% will be evaluated for infection and disease.**
  - d. For contacts of sputum AFB smear-positive TB cases with newly diagnosed latent TB infection (LTBI), **88.0% will start treatment.**
  - e. For contacts of sputum AFB smear-positive TB cases that have started treatment for newly diagnosed LTBI, **79.0% will complete treatment.**
  - f. For TB cases in patients ages 12 years or older with a pleural or respiratory site of disease, **95% will have a sputum culture result reported.**

**ATTACHMENT B  
FINANCIAL ASSISTANCE AWARD  
Award Period July 1, 2016 through June 30, 2017**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2
<b>1) Grantee</b> Name: Clackamas County Health Dept.  Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045	<b>2) Issue Date</b> December 25, 2016	<b>This Action</b> AMENDMENT FY2017	
		<b>3) Award Period</b> From July 1, 2016 Through June 30, 2017	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	<b>Previous Award</b>	<b>Increase/ (Decrease)</b>	<b>Grant Award</b>
PE 01 State Support for Public Health	440,827	0	440,827
PE 03 TB Case Management	20,038	0	20,038 (g)
PE 04 Sustainable Relationships for Community Health	295,498	0	295,498 (j)
PE 07 HIV Prevention Services	99,559	14,525	114,084 (i)
PE 12 Public Health Emergency Preparedness	159,181	0	159,181
PE 13 Tobacco Prevention & Education	228,108	0	228,108
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	875,758	0	875,758 (b,c,k,l,m)
PE 40 WIC -- PEER Counseling FAMILY HEALTH SERVICES	69,411	0	69,411 (e,f)
PE 40 WIC -- Texting Breastfeeding Support FAMILY HEALTH SERVICES	3,995	0	3,995 (n)
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	23,515	0	23,515 (a)
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	21,753	0	21,753
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	35,052	0	35,052
<b>5) FOOTNOTES:</b>			
a) The Title X funding may change due to availability of funds and funding formula calculation based on clients served in Fiscal Year 2015. b) The July-September 2016 grant is \$234,178 and includes \$46,836 of minimum Nutrition Education \$11,068 is for Breastfeeding Promotion. c) The October-June 2017 grant is \$641,580 and includes \$128,316 of minimum Nutrition Education \$33,204 is for Breastfeeding Promotion. d) Immunization Special Payments is funded by State General Funds and is matched dollar for dollar with Federal Medicaid Match. e) \$17,353 is the July 1st -- September 30th of 2016 funding to local agencies. f) \$52058 is the October 1st, 2016 -- June 30th 2017 funding to local agencies. g) \$2,158 needs to be expended by 12/31/16 h) \$10,000 is for School Based Health Center Youth Friendly Clinic Grant Funds. i) \$43,785 must be spent by December 31, 2016			
<b>6) Capital Outlay Requested in This Action:</b>			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG. APPROV</b>

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 2
<b>1) Grantee</b> Name: Clackamas County Health Dept.  Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045		<b>2) Issue Date</b> December 25, 2016	<b>This Action</b> AMENDMENT FY2017
		<b>3) Award Period</b> From July 1, 2016 Through June 30, 2017	
<b>4) OHA Public Health Funds Approved</b>			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	81,786	0	81,786
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	11,593	0	11,593
PE 42 Babies First FAMILY HEALTH SERVICES	35,384	0	35,384
PE 42 Oregon MothersCare FAMILY HEALTH SERVICES	15,438	0	15,438
PE 43 Immunization Special Payments	88,354	0	88,354 ( d )
PE 44 School Based Health Centers -- BASE FAMILY HEALTH SERVICES	230,956	0	230,956 ( h )
PE 44 School Based Health Centers-Mental Health Expansion FAMILY HEALTH SERVICES	367,500	0	367,500
PE 50 Safe Drinking Water Program	147,475	0	147,475
<b>TOTAL</b>	3,251,181	14,525	3,265,706
<b>5) FOOTNOTES:</b> j) State Fiscal Year 2017 funds for Sustainable Relationships for Community Health are for the period July 1st, 2016 through June 30th, 2017. k) \$675 represents the Fresh Fruit and Veggies funds. l) \$19,992 represents one-time funding amount. Funding rate is \$4 per assigned caseload. m) \$1,047 increase represents reimbursement to local agencies for iPad purchase for WIC business operations. n) \$3,995 represents additional funding to local agencies for testing breastfeeding support message services.			
<b>6) Capital Outlay Requested in This Action:</b> Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

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

PE07 HIV Prevention			
FY17 07/01/16 - 06/30/17	July 1, 2016-Dec 31, 2016	Jan 1, 2017-June 30, 2017	July 1, 2016-June 30, 2017
Federal Award Identification Number(FAIN):	U62PS003642	U62PS003642	N/A
Federal Award Date:	TBD - approx 12/30/15	TBD - approx 12/30/16	N/A
Performance Period:	01/01/16 - 12/31/16	01/01/17 - 12/31/17	07/01/16 - 06/30/17
Federal Awarding Agency:	CDC	CDC	OHA- State General Fund
CFDA Number:	93.940	93.940	N/A
CFDA Name:	Comprehensive HIV Prevention Project for Health Departments	Comprehensive HIV Prevention Project for Health Departments	N/A
Total Federal Award:	\$1,501,572	\$1,501,572	\$555,355
Project Description:	HIV Prevention	HIV Prevention	HIV Prevention
Awarding Official:	Shirley K Byrd yuo6@cdc.gov	TBD	Veda Latin-Green
Indirect Cost Rate:	17.45%	TBD	N/A
Research And	N	N	N

Agency/Contractors Name	DUNS	Est Award Amount*	Est Award Amount	Est Award Amount	Total SFY 17 Award
CLACKAMAS	096-992656	\$ 43,785.00	\$ 29,260.00	\$ 41,039.00	\$ 114,084.00

February 16, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval to update the Health Resources and Services Administration (HRSA) required co-applicant agreement between the Clackamas County Board of County Commissioner (CCBCC) and the Health Centers Division Community Health Council (CHC)

<b>Purpose/Outcomes</b>	To update the HRSA required co-applicant agreement between the CCBCC and the CHC.
<b>Dollar Amount</b>	\$0.00
<b>Funding Source</b>	No County General Funds are involved.
<b>Duration</b>	Effective upon approval.
<b>Previous Board Action</b>	The Board last reviewed and approved this agreement on September 15, 2010.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Individuals and families in need are healthy and safe</li> <li>2. Ensure safe, healthy, and secure communities</li> </ol>
<b>Contact Person</b>	Deborah Cockrell, Health Centers Director – 503-742-5495

**BACKGROUND:**

The Health Centers Division of the Health, Housing & Human Services Department requests the approval to update the Health Resources and Services Administration (HRSA) required co-applicant agreement between the Clackamas County Board of County Commissioners and the Health Centers Division Community Health Council.

The purpose of the co-applicant agreement is to provide for operation, administration, and provision of certain primary care services in Clackamas County, Oregon. This program is to improve the health of the underserved communities and vulnerable populations by assuring continued access to comprehensive, culturally competent, quality primary health care services. This agreement will continue to support costs such as salaries, fringe, supplies, equipment, continuing education, office space, utilities, travel expenses, and Division/County indirect charges associated with delivering primary care and related services.

County Counsel reviewed this document. No County General Funds are involved. It is effective upon approval and terminates on June 30, 2019.

**RECOMMENDATION:**

Staff recommends the approval to update the HRSA required co-applicant agreement between the CCBCC and the CHC.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services



## COOPERATIVE OPERATIONAL AGREEMENT

This Agreement is entered into this \_\_\_\_ day of September 2016, by Clackamas County ("County"), through its HEALTH CENTERS DIVISION (Division"), and the CLACKAMAS COUNTY COMMUNITY HEALTH COUNCIL "Council"), to provide for operation, administration and provision of certain primary care services in Clackamas County, Oregon.

### Preamble

WHEREAS, the County through its Health Centers Division, and the Council will make joint application for a Primary Care Grant to the U.S. Department of Health and Human Services ("HHS") to receive Federally Qualified Health Center (FQHC) status and funding under S330 of the Public Health Service Act to operate Community Health Centers ("Centers") in Clackamas County; and

WHEREAS, the County is a public entity and retains responsibility for establishing fiscal and personnel policies for the Clackamas County Health Centers Division; and

WHEREAS, the day to day leadership and management of the Clackamas County Health Centers Division rests with County employees under the direction of the Division Director; and

WHEREAS, the Council serves as the consumer majority governing board mandated by the requirements of S330 of the Public Health Services Act;

NOW THEREFORE, the County wishes to give support to the Council and recognize its functions and responsibilities; and the parties hereby agree:

- (1) Governing Board-The Council is the consumer-majority governing board mandated by HHS to act as the governing board for the S330 supported Health Centers. The Council shall govern in accordance with the terms of this Agreement, Council Bylaws, and the statutory requirements of the S330 primary Care Grant (42 U.S.C. 254b) and it's regulations (42 CFR part 51c).
- (2) Grant Application- The County and the Council will make joint application for Primary Care Grants naming the County and the Council as co-applicants and shall approve or disapprove any subsequent Primary Care Grant Applications.
- (3) Operation of the Centers-
  - a) Regulations: The Council shall work to ensure that the Centers are operating in accordance with applicable federal, state, and local laws and regulations.
  - b) Employees: The County will employee personnel of the Centers in accordance with the County's personnel policies and procedures, and will be responsible for the payment of wages and benefits. No member of the Council shall be an employee of the Centers.
  - c) Assets: Title to all assets obtained with S330 Primary Care Grant funds shall be vested in Clackamas County for the use and benefit of the Centers. In the event this Agreement is terminated, the County shall retain the assets or dispose of them as directed by the federal agency administering the S330 program

- d) Operations Policies: The Council shall adopt policies for the Centers regarding the scope and availability of services, hours of services and quality of care assurance procedures
  - e) Financial Plan and Budget: The Council shall participate in planning, reviewing and approving the Center's financial plan for each fiscal year. All changes to the Centers Community Health Council approved and submitted budget must be approved by the Council. No disbursement shall be made other than as set forth in the budget without prior approval of the Council and the Board of County Commissioners.
  - f) Records: The council shall make its records available for inspection at all reasonable times upon request by the County or funding agencies or their duly authorized agents or representatives.
  - g) Financial Reports: The County shall be responsible for maintaining financial records of the Centers and making reports as required by the S330 program. County will copy Council with reports
  - h) Fee Policies: The Council shall participate in establishing the schedules for Center fees and discounts in accordance with S330 statutory requirements
  - i) Evaluation: The Council shall participate in planning and evaluating Centers service utilization, productivity, patient satisfaction, and achievement of project objectives.
  - j) Patient Grievances: The Council shall participate in adopting procedures for resolving patient grievances.
  - k) Council Minutes: The Council shall hold regularly scheduled meetings, at least once each month, for which minutes shall be kept.
- (4) Executive Director-The Executive Director of the Clackamas County Health Centers Division shall report to the Director of the Clackamas County Health, Housing and Human Services Department and the Council. The Executive Director shall be a non-voting, ex-officio member of the Council, notwithstanding section (3)(b) of this Agreement. The Council shall participate in the selection, evaluation and dismissal of the Executive Director in accordance with established County criteria, personnel policies and the Primary Care Grant.
- (5) Council Bylaws-The Council shall adopt Bylaws for its governance. If such bylaws are inconsistent or in opposition to established County policies and procedures, County and Council shall work to develop mutually agreeable solutions.
- (6) Termination-If for any reason the Centers no longer operates as an FQHC, this Agreement shall terminate. Either party may terminate this Agreement upon 60 days written notice to the other; a copy of any notice of termination shall be provided to HHS.
- (7) Organizational Changes-in the event the Clackamas County Health Centers division is reorganized or merged with another County department the Council shall continue to meet its purpose and responsibilities in cooperation with the new County organization operating the program supported with S330 funds, and also immediately amend its Bylaws as needed to meet its responsibilities.

- (8) Sole Agreement-This Agreement contains the entire agreement of the parties and their rights, duties, and their obligations to each other. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or verbal between the parties.
- (9) Disputes-The parties will use their best efforts to carry out the terms of this Agreement in a spirit of cooperation and will attempt to resolve any disputes by negotiation.
- (10) Written Changes Only-No modification of the Agreement or attempted waiver of its provisions shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.
- (11) Choice of Laws-This agreement shall be constructed in accordance with laws of the State of Oregon.
- (12) Notice-Any notice provided by this Agreement shall be in writing and will be deemed personally delivered upon written receipt of the part to whom it is addressed, or upon its deposit in the United States Mail, first class postage prepaid and addressed/

If to the County:

Clackamas County Health Centers Division, Director

2051 Kaen Road

Oregon City, Oregon 97045

If to the Council:

Clackamas County Community Health Council, President

2051 Kaen Road

Oregon City, Oregon 97045

- (13) Waiver of Breach- Waiver by any party to this Agreement of any breach of any provision by any other party shall not operate or be construed as a waiver by such party of any subsequent breach, whether such breach is of the same provision or different provision.
- (14) Severability-If any provision of this Agreement or the application of such provision to any person or circumstance is declared invalid, the remaining provisions of this Agreement, and the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected.

(15) Captions-Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision.

Signature follows:

WITNESS the signatures of the undersigned as of the date written,

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

Chair

\_\_\_\_\_

Date

CLACKAMAS COUNTY COMMUNITY HEALTH COUNCIL

By: \_\_\_\_\_

President

\_\_\_\_\_

Date



M. BARBARA CARTMILL  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Contract with MJ Hughes Construction, Inc. for the  
Construction of the SE 122nd Ave & 132nd Ave: Sidewalk Connections Project

<b>Purpose/Outcomes</b>	Approval of a construction contract for the SE 122 <sup>nd</sup> Ave & 132 <sup>nd</sup> Ave: Sidewalk Connections project.
<b>Dollar Amount and Fiscal Impact</b>	The contract value is \$ 574,391.60
<b>Funding Source</b>	FHWA Transportation Enhancement Funds \$ 234,911.18 FHWA Surface Transportation Program Funds \$280,490.40 County Road Fund Match \$ 58,990.02
<b>Duration</b>	The contract term is from contract execution through Substantial Completion 6/02/17 and Contract signing through 07/17/17.
<b>Previous Board Contact</b>	04/12/12: BCC Approval of IGA 28216 for Transportation Enhancement Grant Funding for the subject project 04/12/12: BCC Approval of IGA 28217 for Right of Way Services for the subject project 06/05/14: BCC Approval of IGA 29903 for Right of Way Services for the subject project, which replaces IGA 28217 02/19/15: BCC Approval of resolution declaring public necessity and purpose for acquisition of rights of way and easements and authorizing negotiations and eminent domain actions 04/30/15: BCC Approval of IGA 28216 Amendment #1 to change the obligation date for the construction phase to on or before April 30, 2016 01/19/2017: BCC Approval of a contract amendment for construction engineering support services
<b>Strategic Plan Alignment</b>	This work aligns with Performance Clackamas Strategic Plan Priorities "Build a strong infrastructure" and "Ensure safe, healthy and secure communities"
<b>Contact Person</b>	Joel Howie, PE, DTD Engineering, Civil Engineering Supervisor, 503-742-4658.

In response to requests for needed infrastructural improvements, the Clackamas County Department of Transportation and Development (DTD) is preparing to construct approximately 2,300 feet of new curb and sidewalk in several segments on the west side of SE 122nd Avenue and the west side of SE 132nd Avenue. These new sidewalks will fill in the missing sidewalk sections on both streets between SE Sunnyside Road and SE Hubbard Road. The project is 89.73% funded by the Federal Highway Administration (FHWA) through Transportation

Enhancement and Surface Transportation Program Funds, specifically obtained to provide needed improvements to public transportation facilities. County Road Fund match is 10.27% of the total project cost.

On December 22, 2016, staff opened bids for this project. Eight bids were received with MJ Hughes Construction, Inc. being the low bidder with a bid of \$574,391.60. The project is expected to begin at contract signing and be substantially complete by June 2, 2017.

This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under account line 416-7432-02102-481200-22200 for fiscal years 2016/2017, 2017/2018.

**RECOMMENDATION:**

Staff respectfully recommends that the Board approves and signs the contract with MJ Hughes Construction, Inc. for construction of the SE 122nd Ave & 132nd Ave: Sidewalk Connections project.

Respectfully submitted,

Mike Bezner, PE  
Assistant Director of Transportation

Placed on the \_\_\_\_February, 2017\_\_\_\_\_ Agenda by the Purchasing Division.



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

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

February 7, 2017

MEMORANDUM TO THE  
BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of February 16, 2017 this contract with MJ Hughes Construction, Inc. for the **SE 122<sup>nd</sup> for Clackamas County Department of Transpiration**. This project was requested by Joel Howie, PE, Civil Engineering Supervisor. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Twenty Seven (27) bid packets were sent out and eight (8) bids were received: MJ Hughes Construction, Inc. \$574,391.60, Kodiak Pacific \$690,690.00, R & R General Contractors \$777,000.00, General Contracting \$830,750.17, Westech Construction \$853,152.00, Dirt & Aggregate Interchange \$868,868.00, Brown Contracting \$949,745.00, and 3 Kings Environmental \$987,364.00. After review of all bids, MJ Hughes Construction, Inc. was determined to be **the** lowest responsive and responsible bidder. The total contract amount is not to exceed \$574,391.60. All work is to be completed by July, 2017. This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under **416-7432-02105-481180-2200**.

Respectfully Submitted,

Ryan Rice  
Clackamas County Procurement

This Construction Contract ("Contract") is entered into between **MJ Hughes Construction, Inc.** ("Contractor") and Clackamas County ("County") for the purpose of the **SE 122<sup>ND</sup> AVE & 132<sup>ND</sup> AVE: SIDEWALK CONNECTIONS.**

**Section 1. Incorporation of Full Terms and Conditions:**

This Contract is the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein, and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject matter of this Contract. This Contract, or any modification of this Contract, will not be binding on either party except as signed by authorized agents of both parties.

**Section 2. Contract Documents:**

The complete Contract consists of the following documents, which are incorporated herein by reference: the Invitation to Bid, the Instructions to Bidders, the accepted Bid Proposal and Schedule of Prices, the Subcontractor List, the Bid Bond, the Performance and Payment Bond, the Certificate of Insurance, the Prevailing Wage Rates, the General Information, Standard Specifications and Special Provisions, the Plans, Drawings and Exhibits, the Contract including Sections 1-35, the Disadvantaged Business Enterprise Provisions, the Federal Contract Provisions, as well as all documents incorporated by reference therein, and any and all addenda prepared by or at the direction of and adopted by the County and entitled **SE 122<sup>ND</sup> AVE & 132<sup>ND</sup> AVE: SIDEWALK CONNECTIONS** and further identified by the signature of the parties to this Contract and all modifications thereof incorporated in the documents before their execution.

**Section 3. Work to be Done:**

The Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in good and workmanlike manner the project entitled **SE 122<sup>ND</sup> AVE & 132<sup>ND</sup> AVE: SIDEWALK CONNECTIONS** for the Contract price of **\$574,391.60** in strict conformity with the Contract Documents. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and the work performed and completed in accordance with specifications, and subject to the inspection and approval of the County.

**Section 4. Completion Time and Duration of Contract.**

Time is of the essence in this Contract and the Contractor agrees that **all soil testing and material testing work shall be completed by February 28, 2017 and all work needs to be completed by June 2, 2017, except for seeding establishment work. Complete seed establishment by July 17, 2017 in conformance with 01040.70.** The project is to commence within ten (10) calendar days after the date of Notice To Proceed by the County. If the Notice To Proceed is delayed, the time schedule will be adjusted accordingly.

**Section 5. Contract Payments:**

The County promises and agrees, that upon the performance and fulfillment of the covenants aforesaid, to pay the Contractor for said work in the manner provided by law and in the specifications the prices fixed in the Contractor's Bid Proposal for said work as set forth herein under the Schedule of Bid Prices. Invoices submitted for payment in connection with this



agreement shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. See Contract Documents Section 8; General Conditions, 00195.50.

**Section 6. Permits-Licenses-Safety:**

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. In the performance of the work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will endanger, unnecessarily, either persons or property. The responsibility of the Contractor stated herein shall cease upon the work being accepted as complete by the County.

**Section 7. Materials-Improvements:**

Title to materials, improvements and other property, required of the Contractor by this Contract, shall vest in and become the property of the County at the time such are furnished by the Contractor and accepted by the County. Only materials, improvements and property free and clear of liens, claims and encumbrances shall be so furnished by the Contractor.

**Section 8. Responsibility for Work:**

See Section 8 Contract Documents; General Conditions, 00170.80.

**Section 9. Final Inspection:**

See Contract Documents Section 8; General Conditions, 00150.90.

**Section 10. Materials from County Property:**

The Contractor shall not take, sell, use, remove or otherwise dispose of any sand, gravel, rock, earth, firewood, and/or other material obtained or produced from within the limits of rights-of-way, gravel pits, rock quarries or other property owned by or held by the County unless specially authorized by this contract or by written consent of the County.

**Section 11. Prosecution of the Work:**

The Contractor shall commence no work under this contract until the Contractor and every subcontractor has a public works bond filed with the Construction Contractors Board in accordance with Oregon Revised Statutes (“ORS”) 279C.830 and all other bonding and insurance requirements have been met and a Notice to Proceed has been issued.

**Section 12. Emergency Conditions-Suspension of Activities:**

The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors of the Contractor’s under this contract for such period or periods of time as the County may deem necessary when due to a fire hazard emergency caused by climatic conditions or otherwise.

## **OTHER PAYMENTS**

### **Section 13. Payments, Contributions and Liens:**

- (1) Under the provisions of ORS 279C.505 the CONTRACTOR shall:
  - a. Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for in such Contract.
  - b. Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the contract.
  - c. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - d. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.
- (2) If the Contract is for a public improvement, the Contractor shall demonstrate that an employee drug testing program is in place.
- (3) Under the provisions of ORS 279C.515, if the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the Contract. If a Contractor or a first-tier subcontractor fails, neglects or refuses to make prompt payment to a person furnishing labor or materials in connection with the public Contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a Contractor, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (3) and (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal 9 percent per annum. The amount of interest may not be waived.
- (4) If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

### **Section 14. Medical Care:**

The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention,

incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

## **LABOR LAWS - WAGE RATES**

### **Section 15. Labor Laws and Prevailing Wages:**

If the contract is for a public work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq.), no bid will be received or considered by the public contracting agency unless the bid contains a statement by the bidder as a part of its bid that the provisions of ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq. are to be complied with. Insofar as applicable to the work to be done under this Contract, the Contractor shall pay prevailing wages and comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279C, which relates to wage rates to be paid on public works. Under such laws, no person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and one-half pay: (A) for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday; or (B) for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive days, Monday through Friday; and (C) for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. Employers must give written notice to employees of the days and hours of required work.

All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

- (1) Each worker in each trade or occupation employed in the performance of the Contract either by the Contractor, subcontractor or other person doing or contracting for the whole or any part of the work on this Contract, shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.
- (2) In the case of contracts for personal services as defined in ORS 279C.100, employees shall be paid at least time and a half for all overtime worked in excess of forty (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.

## **INDEMNITY – INSURANCE – BONDS**

### **Section 16. Indemnity:**

The Contractor agrees to indemnify, save harmless and defend the County, the State of Oregon, the Oregon Department of Transportation, and each entity's officers, elected officials, agents and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees or agents.

**Section 17. Insurance:**

**A. COMMERCIAL GENERAL LIABILITY**

Required by County                       Not required by County

The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the County, its officers, elected officials, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

**B. AUTOMOBILE LIABILITY**

Required by County                       Not required by County

The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the County, its officers, elected officials, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

**C. PROFESSIONAL LIABILITY**

Required by County                       Not required by County

The 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, elected officials, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

**D. POLLUTION LIABILITY INSURANCE**

Required by County                       Not required by County

The Contractor shall obtain, at the Contractor's expense and keep in effect during the term of the Contract, Contractor's Pollution Liability insurance covering the Contractor's liability for a third party bodily injury and property damage arising from pollution conditions caused by the Contractor while performing their operations under the Contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for

discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the County. The insurance coverage shall also respond to cleanup cost. This coverage may be written in addition to or in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this Contract. Any self-insured retention / deductible amount shall be submitted to the County for review and approval.

- E.** The certificate of insurance, other than the Worker's Compensation and Pollution Liability Insurance, shall include the County, its agents, officers, elected officials, and employees as additional insureds when and where required by written contract. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance, except that noted in the preceding paragraph, shall include the County, its agents, officers, elected officials, and employees as additional insureds. Proof of additional insured status must be provided upon request in the form of an endorsement listing the County, its agents, officers, elected officials, and employees as additional insureds. Use Form CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the County. Any insurance or self- insurance maintained by the County shall be excess and shall not contribute to it.
- F.** If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.
- G.** If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the coverage's retroactive date is on or before the effective date of this Contract.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**H.** The Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County in writing.

**Section 18. Bonds:**

The Contractor agrees to furnish to the County bonds covering the performance of the Contract and the payment of obligations each in the amount equal to the full amount of the Contract as amended. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made. The Contractor shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the County. The Contractor also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the County as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

The Contractor shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.830. Additionally the Contractor shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830

**Section 19. Acceptance of Bond and Insurance:**

The bond and insurance required by this contract shall be furnished to the County within 10 days of the date of this Contract, and no operation shall be started prior to written acceptance of said bond and insurance by the County.

**ADMINISTRATION OF CONTRACT**

**Section 20. Extension of Time:**

See Contract Documents Section 8; General Conditions, 00180.60 and 00180.80.

**Section 21. Alterations in Details:**

See Contract Documents Section 8; General Conditions, 00140.30.

**Section 22. Adjustment of Contract:**

Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Such adjustments may be made to

place the parties in their original status under the Contract, insofar as possible; provided, however, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and provided, further, the Contractor make written application to the County within 30 days after the event.

**Section 23. Violations, Suspension and Cancellation:**

See Contract Documents Section 8; General Conditions, 00180.70.

**Section 24. Subletting of Contract:**

See Contract Documents Section 8; General Conditions, 00180.20 and 00180.21.

**Section 25. Assignment of Contract:**

See Contract Documents Section 8; General Conditions, 00180.05.

**Section 26. Notices:**

See Contract Documents Section 8; General Conditions, 00140.40, 00150.30, 00180.60 and 00199.20.

**Section 27. Authorized Representative:**

During any period of operations or activity on the project entitled **SE 122<sup>ND</sup> AVE & 132<sup>ND</sup>: SIDEWALK CONNECTIONS**, and during any period of doing the work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this contract. The County shall designate to the Contractor, the Authorized Representative, or his designee as authorized field representative who shall be authorized to receive notices, inspect progress of work, and issue instructions in regard to performance under the terms of this Contract.

**Section 28. Inspection:**

The County, through its Authorized Representative or his designee shall at all times be allowed access to all parts of the operations and work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

**Section 29. Removal of Equipment and Materials:**

It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the work location, and other property owned or controlled by the County, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the County. It is further understood and agreed that any such equipment, materials and other property that are not removed within 30 days after the day this contract terminates, or within such longer time as may be agreed upon in writing between the Contractor and the County, shall become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may transfer title. Nothing in this section shall be construed as

relieving the Contractor from an obligation to clean up, and to burn, remove, or dispose of debris, waste materials, and such, in accord with other provisions of the Contract.

**Section 30. Liability of Public Officials:**

In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the County, its members, elected officials, agents, employees, and its authorized representatives, either personally or as public officials and employees; it always being understood that in such matters they act as agents and representative of the County.

**Section 31. Laws, Regulations and Orders, and Tax Law Covenant:**

- (1) The Contractor at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the Contractor under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the Contractor.
- (2) The Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:
  - a. Termination of this Contract, in whole or in part;
  - b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to the Contractor, in an amount equal to the County's setoff right, without penalty; and
  - c. Initiation of an action of proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of the Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

- (3) The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:
  - a. All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316,317, and 318;
  - b. Any tax provisions imposed by a political subdivision of this state that applied



to the Contractor, to the Contractor's property, operations, receipts, or income, or to the Contractor's performance of or compensation for any work performed by the Contractor;

- c. Any tax provisions imposed by a political subdivision of this state that applied to the Contractor, or to goods, services, or property, whether tangible or intangible, provided by the Contractor; and
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**Section 32. Terminations - Amendments:**

- A. In addition to the reasons set forth above, this Contract may be terminated for the following reasons:
  - (1) This Contract may be terminated at any time by mutual consent of the parties, or by County for convenience upon thirty (30) days' written notice to the Contractor;
  - (2) The County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County if:
    - a. Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County is prohibited from paying for such work from the planned funding source; or
    - b. 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.
  - (3) This Contract may also be immediately terminated by the County for default (including breach of Contract) if:
    - a. The Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or
    - b. The Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger the performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days;
  - (4) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, the County may terminate this Contract without further liability by giving the Contractor not less than thirty (30) days' notice.

**Section 33. Description of a Contractor:**

The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- (1) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- (2) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).
- (3) The Contractor certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

**Section 34. Constitutional Debt Limitation:**

This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**Section 35. Execution and Counterparts:**

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

This area intentionally left blank.

By signature below, the parties agree to this Contract, effective upon the date of the last signature below.

MJ Hughes Construction, Inc.  
11510 NE 87<sup>th</sup> Ave.  
Vancouver, WA 98662

Dept. of Transportation & Development

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

\_\_\_\_\_  
Chair

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

154373  
\_\_\_\_\_  
CCB License Number

APPROVED AS TO FORM

118644-93  
\_\_\_\_\_  
\*Oregon Business Registry Number

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

DBC/OR  
\_\_\_\_\_  
Entity Type / State of Formation

\_\_\_\_\_  
Date

\*Please do not provide assumed business names or trade names. Please provide only the correct legal name of the entity or individual entering into the Contract as it is registered with the State of Oregon Business Registry.

DRAFT

Approval of Previous Business Meeting Minutes:  
January 26, 2017

# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, January 26, 2017 – 10:00 AM**

**Public Services Building**

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

**PRESENT: Commissioner Jim Bernard, Chair  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader – Via Facetime/Phone**

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

## **I. CITIZEN COMMUNICATION**

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

Chair Bernard introduced and welcomed Oregon Congressman Earl Blumenauer to the Business Meeting.

Congressman Earl Blumenauer thanked the Board for their service and commitment to the citizens of Clackamas County. He said Clackamas County's priorities are very important and reflects the challenges that Oregon is facing with its diverse population.

He spoke about the Willamette Falls Locks project, the changes in Washington DC, and his goal to help protect our vulnerable populations.

The Board thanked Congressman Blumenauer for visiting Clackamas County.

Chair Bernard gave an update regarding the next steps in the BCC Position 5 selection process

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

## **II. PUBLIC HEARING**

1. Second Reading of **Ordinance No. 02-2017** Amending Chapter 8.09, Marijuana Sales Tax, of the Clackamas County Code by Imposing 3% Tax on Retail Sales of Marijuana Items by a Marijuana Retailer in Unincorporated Areas of the County and Declaring an Emergency (*1<sup>st</sup> reading was January 12, 2017*).

Stephen Madkour, County Counsel presented the staff report

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

### **MOTION:**

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

Commissioner Savas/Schrader: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

Chair Bernard asked the Clerk to read the Ordinance by title only; he then asked for a motion.

### **MOTION:**

Commissioner Humberston: I move we Adopt **Ordinance No. 02-2017** Amending Chapter 8.09, Marijuana Sales Tax, of the Clackamas County Code by Imposing 3% Tax on Retail Sales of Marijuana Items by a Marijuana Retailer in Unincorporated Areas of the County and Declaring an Emergency.

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

### **III. CONSENT AGENDA**

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

#### **MOTION:**

Commissioner Savas: I move we approve the consent agenda.  
Commissioner Humberston: Second.  
all those in favor/opposed:  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

#### **A. Department of Transportation & Development**

1. Approval of a Renewal of the Franchise Agreement with Waste Management of Oregon, Inc., to Operate the Clackamas County Garbage & Recycling Transfer Station

#### **B. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC

#### **C. Department of Disaster Management**

1. Approval of Sub-recipient Grant Agreement 16-023 with Oregon Department of Forestry, North Cascades District for Firewise Communities Program
2. Approval of FY2016 Emergency Management Performance Grant between Clackamas County and the State of Oregon

### **IV. COUNTY ADMINISTRATOR UPDATE**

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

### **V. COMMISSIONERS COMMUNICATION**

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

**Meeting Adjourned at 10:52 AM**

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



February 16, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement between  
Clackamas County Service District No. 1 and Clackamas County  
for Sample Courier Services**

<b>Purpose/Outcome</b>	Establishment of a courier service for Clackamas County Service District No. 1 for pickup and delivery of Hoodland Wastewater Treatment Plant wastewater samples to the Water Quality Lab.
<b>Dollar Amount and Fiscal Impact</b>	The fiscal impact will be neutral. Revenue earned under the contract will be sufficient to offset expenses incurred.
<b>Funding Source</b>	Annual revenue under contract not to exceed \$2,200 for a term of five (5) years with a total cumulative contract value of not to exceed \$11,000.00.
<b>Duration</b>	Upon execution to June 30, 2021.
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Build Public Trust Through Good Government (efficient use of available County resources).
<b>Contact Person</b>	Greg Williams. Library Network Manager Laura Zentner, BCS Deputy Director

**Background:**

Clackamas County Service District No. 1 ("District") is required by regulation to have wastewater treatment plant samples tested on a regular basis. Currently, the District utilizes the Water Quality Lab ("WQL") in Oregon City. The pick-up of samples from the Hoodland Water Resource Recovery Facility ("Hoodland") in Welches and delivery to the WQL consumes over two (2) hours of staff time weekly that would be more cost effectively used operating and maintaining Hoodland.

The District would like to contract with LINCC Library Services (Library Network), a department of Clackamas County's Business and Community Services ("BCS"), for courier services to transport wastewater samples from Hoodland and deliver to the WQL.

The intergovernmental agreement has been reviewed and approved by County Counsel.

**Recommendation:**

Staff recommends the Board of County Commissioners of Clackamas County approve the Intergovernmental Agreement between Clackamas County Service District No. 1 and Clackamas County for Sample Courier Services. Staff recommends that the Board authorizes the BCS Director or Deputy Director to sign the IGA on the Board's behalf.

**Attachments:**

- Intergovernmental Agreement between Clackamas County Service District No. 1 and Clackamas County for sample courier services
- Exhibit A – Scope of Services Wastewater - Sample Courier

Respectfully Submitted,

Laura Zentner, Deputy Director  
Business and Community Services



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 and  
CLACKAMAS COUNTY  
FOR SAMPLE COURIER SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into and between Clackamas County (hereafter called "County"), an instrumentality of the State of Oregon, acting by and through Business and Community Services, and Clackamas County Service District No. 1 ("District"), a county service district formed pursuant to ORS Chapter 451.

**RECITALS**

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, the District is seeking a courier to transport wastewater samples from the Hoodland Water Resource Recovery Facility in Welches, Oregon to the Tri-City Service District Water Quality Lab in Oregon City, Oregon;

WHEREAS, the County is in a position to provide the services required by the District;

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. **Term.** This Agreement shall be effective upon execution and continue for a period of five (5) years. County or District may terminate this Agreement by written mutual consent of the parties or upon either party providing not less than thirty (30) days written notice to the other party and specifying the termination date.
2. **Obligation of County.**
  - A. County will perform the services described in Exhibit A ("Services"), attached hereto and incorporated herein, according to the schedule therein ("Schedule"). District acknowledges that said Schedule is dependent on many conditions and may be subject to change. County will provide immediate notice to District of any anticipated delays in the Schedule.
  - B. County will bill District on a monthly basis for the Services rendered in a monthly amount not to exceed \$200.00, with an annual contract value of an amount not to exceed \$2,200.00 and a cumulative contract value over the entire term of this Agreement of \$11,000.00.
3. **Obligation of the District.**
  - A. Upon receipt of the written invoice for services rendered, District agrees to reimburse County within sixty (60) days.
4. **Notice and Communication.** Any communications between parties or notices to be given shall be given in writing by personal delivery, by mailing the same, postage prepaid, or by electronically via electronic mail to the following:

**DISTRICT:**

Doug Rumpel

Kellogg Creek Water Resource Recovery Facility

11525 SE McLoughlin Blvd.

Milwaukie, OR

[drumpel@co.clackamas.or.us](mailto:drumpel@co.clackamas.or.us)

(503) 794-8050

**COUNTY:**

Greg Williams

Library Network Manager, LINCC Library Services (Library Network)

1810 Red Soils Ct. #110

Oregon City, OR 97045

[gwilliams@lincc.org](mailto:gwilliams@lincc.org)

(503) 723-4889

5. **Indemnification.** Subject to the Oregon Tort Claims Act and the Oregon Constitution, the parties agree to indemnify, hold harmless and defend the other, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the parties or the parties' employees or agents.
6. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
7. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.
8. **Integration.** This Agreement contains the entire agreement between the District and County and supersedes all prior written or oral discussions or agreements.
9. **Amendments.** The District and County may amend this Agreement at any time only by written amendment executed by the District and County.
10. **Assignment.** This Agreement may be assigned by the District at any time in its sole discretion upon providing notice fifteen (15) days in advance to the County. However, District may assign this Agreement to Water Environment Services at any time without any further action required.
11. **Waiver.** The District and County shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.
12. **Execution of Agreement.** This Agreement may be executed in two or more counterparts each signed by their respective parties, each of which shall constitute an original, and all of which together shall constitute one and the same Agreement.

**IN WITNESS HEREOF**, the parties have executed this Agreement by the date set forth opposite their names below.

**Clackamas County Business and  
Community Services**

**Clackamas County Service District No. 1**

\_\_\_\_\_  
Laura Zentner, Deputy Director

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Approved as to Form:

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



February 16, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Intergovernmental Agreement with Portland State University  
Center for Population Research to provide population estimates for former City of  
Damascus

<b>Purpose/Outcome</b>	Provide population estimates necessary to receive state shared revenues for territory of former City.
<b>Dollar Amount and Fiscal Impact</b>	Five-year total of \$28,905, to be paid from additional state shared revenue.
<b>Funding Source</b>	State shared revenue.
<b>Duration</b>	Effective February 1, 2017 through December 31, 2021.
<b>Previous Board Action/Review</b>	None.
<b>Strategic Plan Alignment</b>	This IGA will allow the County to undertake transportation improvements and planning efforts, supporting our jobs and transportation goals.
<b>Contact Person</b>	Dan Chandler, Assistant County Administrator 503-742-5394

**BACKGROUND:**

In HB 3460 (2015), Clackamas County obtained the right to receive certain state shared revenues that would have otherwise gone to the City of Damascus. The revenue shares are based on population estimates prepared by Portland State University Population Research Center ("PRC"). Under this IGA, PRC will provide population estimates for the former territory of the City. The State of Oregon has agreed to use those estimates for purposes of calculating revenue shares. We estimate the shares to the County in upcoming years will exceed \$700,000 annually.

The funds are to be spent in the former territory of the City. The largest amount will be gas tax revenue, which must be expended for road purposes.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the attached Intergovernmental Agreement with Portland State University Center for Population Research.

Respectfully submitted,

Dan Chandler  
Assistant County Administrator



# Oregon

Kate Brown, Governor

Department of Administrative Services

Chief Operating Office  
155 Cottage Street NE  
Salem, OR 97301

Jim Bernard

Chair, Clackamas County Board of Commissioners

2051 Kaen Road

Oregon City, OR 97045

Dear Chair Bernard,

As you may recall, the Oregon Legislature passed a series of bills during the 2015 Legislative Session addressing the disincorporation of the City of Damascus (House Bills 3084, 3085, 3086). House Bill 3086 contained certain provisions contingent upon the successful disincorporation of the City of Damascus. These provisions, among others, directed the former City to return excess city moneys to city taxpayers and convey all real and personal property to Clackamas County.

Importantly, House Bill 3086 acknowledged Clackamas County's new and ongoing responsibility to provide services to residents of the former City of Damascus and the costs associated with providing these services. The bill states, in relevant part:

*“Notwithstanding any other provision of law, in order to compensate Clackamas County for the distribution of excess moneys under subsection (3) of this section, for the period that begins on the 61st day following the operative date determined under section 2 of this 2015 Act, and ending 10 years later, funds that would otherwise have been distributed to the City of Damascus under ORS 323.455, 366.785 to 366.820, 403.240 and 471.810 shall be distributed to Clackamas County for deposit in a separate account in the general fund of the county created for purposes of this subsection.”*

The cited statutes are, respectively, cigarette taxes, Highway Fund, 911 taxes, and alcohol taxes.

Oregon's Department of Administrative Services (DAS) distributes these shared state revenues pursuant to statute. The distribution formula depends on population estimates conducted by Portland State University's Population Research Center (PRC) and provided to DAS; however, PRC only conducts population estimates for legal cities. As the former City of Damascus is no longer a legal city, PRC will no longer conduct these estimates in the course of its regular business.

We understand Clackamas County and PRC have entered into a contract, where 1) PRC will conduct the population estimate according to its existing process; 2) Clackamas County will pay reasonable costs associated with PRC's work; and 3) PRC will provide the population estimates to DAS according to an agreed-upon schedule.

Unless directed by the Legislature or the Governor, DAS will accept these population estimates and rely on them for purposes of calculating the amount of shared state revenue to be distributed to Clackamas County pursuant to House Bill 3086 (2015), Oregon Laws 2015, Chapter 637.

We look forward to our continued relationship with Clackamas County; please let us know if any additional issues need our attention on this matter.

Sincerely,



Katy Coba  
State Chief Operating Officer, DAS Director



George Naughton  
State Chief Financial Officer

## INTERGOVERNMENTAL AGREEMENT

This is an Agreement between Portland State University, Population Research Center (“PRC”) and Clackamas County, Oregon (“County”), regarding the provision of population estimates for the territory encompassed by the former City of Damascus.

### **PURPOSE:**

The purpose of this agreement is help implement the provisions of HB 3460 (2015), which provides that Clackamas County will continue to receive certain state shared revenue that would have otherwise gone to the City of Damascus.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from February 1, 2017 to December 31, 2021.
2. **RESPONSIBILITY OF PARTIES AND SCOPE OF WORK.** The responsibilities of the parties and scope of work are set forth in the attached Scope of Work.
4. **TERMINATION.** This agreement may be terminated by either party upon 60 days’ written notice.
5. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend, and hold harmless CPR from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees, and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, PRC shall indemnify, defend, and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of PRC, its officers, employees, and agents in the performance of this agreement.
6. **INSURANCE.** Each party shall each be responsible for providing workers compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
9. **ACCESS TO RECORDS.** Each party shall have access to the books, documents, and other records of the other which are related to this agreement for the purposes of examination, copying, and audit, unless otherwise limited by law.
10. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

- 11. **THIS IS THE ENTIRE AGREEMENT.** This Agreement, including the attached Scope of Work, constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
- 12. **ADDITIONAL TERMS AND CONDITIONS.** PRC will provide an annual invoice with each population estimate. Payment will be due within 30 days from the day the invoice is received.

**CLACKAMAS COUNTY**

**PORTLAND STATE UNIVERSITY  
POPULATION RESEARCH CENTER**

By: \_\_\_\_\_

By: William C. Terry

Name: \_\_\_\_\_

Name: **William C. Terry  
Contracts Officer  
Portland State University**

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

Date: 2-8-17

Reviewed:

Approved as to Form:

OFFICE OF COUNTY COUNSEL,  
CLACKAMAS COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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



**Clackamas County**  
**Annual Population Estimates**  
**for the**  
**Geographic Area Comprising the Former City of Damascus, Oregon**

\*\*\*\*\*

**Proposed Scope of Work and Cost Estimate**  
**November 29, 2016**

**BACKGROUND**

Clackamas County requests that the Population Research Center (PRC) prepare annual July 1 population estimates for the geographic area that would have comprised the former City of Damascus. Following the July 17, 2016 disincorporation of Damascus, Oregon legislation entitles Clackamas County to receive shared state revenue for the area that would have otherwise been incorporated as Damascus for a period of 10 years following the disincorporation. Under Portland State University's Oregon Population Estimates Program, a July 1, 2016 population estimate was prepared for Damascus. Since Damascus disincorporated and moving forward, an annual population estimate under the Population Estimate Program will no longer be prepared as the state mandate for producing population estimates is for counties and incorporated cities and towns only. PRC is able to prepare annual population estimates for the area that would have been the city of Damascus on a commissioned project basis.

**PROJECT DETAILS AND TASKS**

Initially, five annual population estimates will be prepared for the area that would have been the city of Damascus. The beginning year will be 2017 and the ending year, 2021. The estimate date will represent July 1 of each year. The total population for the area will be estimated assuming the most recent city boundary that was in place at disincorporation.

In order to ensure that the correct and current boundary is being used to develop the annual population estimates, Clackamas County will send PRC an electronic boundary file for the area that was Damascus as of July 16, 2016. The boundary file will also be used to compare to the most recent boundary used to develop the 2016 population estimate for Damascus in the Population Estimates Program, which is from Census 2010. Data for recent multiple de-annexations that began in 2014 were not reported by the City of Damascus to PRC because of delays by court litigation and we need to verify and reconcile the 2017 population estimate for Damascus area to its most recent legal boundary. Census 2010 block level data would be used in this process as needed.

Over the course of the next five years, if any of the Damascus area becomes annexed by Happy Valley (or any other city), that area will be removed from the boundary area used to prepare the population estimate for the former city of Damascus. PRC accounts for annexations that may have occurred to cities throughout the year after receiving notification from the Secretary of State's Office by revising affected cities' populations quarterly as annexation data are submitted to PRC by those cities. In the case of any land being annexed from the area that was the city of Damascus, the Damascus area population estimate will be adjusted in the quarter we receive the data from the annexing city.

In order to ensure that PRC develop accurate population estimates for the Damascus area, PRC requests that Clackamas County provide PRC with regular information. The information is listed below

- To ensure that the boundary is current, each year by July 31, Clackamas County will send PRC the revised boundary (in electronic format) for the area that would have been the city of Damascus.
- Clackamas County will monitor annexations that affect the Damascus area and if the area is affected, send PRC the annexing city's corresponding Ordinance Number or Secretary of State's filing number so that the appropriate annexation data will be used to revise the Damascus area's population estimate quarterly as necessary.

In order to estimate population change in the area that was formerly Damascus, aside from possible annexations by happy Valley, Clackamas County will also send to PRC **point level data** on net new housing units and on group quarters facilities to PRC on an annual basis. Data in particular consist of:

- Building permits for housing units representing the calendar year prior to the estimate year (e.g. building permits issued for single-family, multi-family, and accessory units during January 1-December 31, 2016 will be used to develop the 2017 population estimate).
- Subtracted housing units (e.g. demolitions, destroyed homes) from July 1 to June 30 of the following year (e.g. for the 2017 estimate, these data represent the fiscal year, which is July 1, 2016 through June 30, 2017).
- The number of mobile homes that are present on June 30 of the estimate year, and on the number that moved in and that moved out during the fiscal year.

- Group quarters facilities and on the number of residents residing in them as of June 30 of the estimate year.
- The number of special housing units on June 30, such as RVs, vans, and tents; and on the numbers of persons that reside in them, if available.
- The current boundary, in electronic GIS compatible format, for the area of the former city of Damascus, accounting for any annexations into Happy Valley that may have occurred during the year; by December 31 of the estimate year.

Note that PRC will provide Clackamas County with the most recent data collected from the City of Damascus in the Population Estimates Program.

To produce the annual population estimates the specific tasks include the following:

- Compare the Census 2010 boundary for the city of Damascus with the July 16, 2016 boundary.
- Compile Census 2010 block level data using the boundary of Damascus in effect immediately preceding disincorporation and representing July 16, 2016 as necessary.
- Determine the population base for current the current boundary, as necessary.
- Review boundaries annually affecting the area that was Damascus and the surrounding area.
- Monitor annexation activity year-round affecting the Damascus area and revising the Damascus area population estimate as appropriate quarterly.
- Annually incorporate the new data submitted by Clackamas County to develop the population estimates for the former city area of Damascus.
- Compile Census 2020 block level data when they become available in early 2021 to the most current Damascus area boundary at the time.
- Prepare a brief documentation of the methodology used to produce the population estimates for the Damascus area.

#### **DATA SOURCES**

- U.S. Census Bureau, 2010 (and 2020 when available) Census of Population and Housing.
- Population Research Center, Portland State University – 2010-2016 Annual Population Estimates Program, Housing and Group Quarters Population Data for Oregon Counties and Places.

- The geographic boundaries for the former city of Damascus, representing July 16, 2016 and each July 1 each year thereafter, will be provided to PRC by Clackamas County in electronic format to be used in GIS (shapefiles).
- Housing unit and group quarters data will be provided by Clackamas County in electronic format.
- Data on the numbers of housing units and persons annexed are obtained from the annexing cities directly after PRC receives notification from the Secretary of State's Office that an annexation has been filed.

**DELIVERABLES**

The population estimates will be presented in a table in Excel format. Documentation that includes a brief description of the methodology used to produce the estimates will be in PDF. The files will delivered by email.

**DEADLINE AND COST ESTIMATE**

The deadline for delivery of the July 1, 2017 and subsequent annual population estimates for the Damascus area will be January 31 following the estimate year with the exception of the 2020 population estimate. Census 2020 data should become available no later than April 1, 2021 and the deadline might be as late as 4 weeks thereafter.

If there are any annexations that affect the Damascus area's most current boundary (as it was July 16, 2016), they will be accounted for and the Damascus area's population estimate will be revised quarterly, as necessary.

**TOTAL FEE to prepare the annual July 1 population estimates, 2017-2021 and revisions to 2016 if necessary: \$28,905**

**FEE to produce the annual population estimates for individual years for Damascus area:**

Population Estimate, 2016 monitor annexations to Happy Valley and revise population estimate quarterly, as necessary): \$775

Population Estimate, 2017 (includes baseline data compilation): \$5,815

Population Estimate, 2018: \$4,660

Population Estimate, 2019: \$4,800

Population Estimate, 2020 (includes Census 2020 baseline data compilation): \$7,765

Population Estimate, 2021: \$5,090

For further information, contact:

Risa Proehl

Population Research Center

Portland State University

(503) 725-5103

[proehl@pdx.edu](mailto:proehl@pdx.edu)



February 16, 2017

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval to Apply for Funding from the Oregon Courthouse Capital Construction  
 Improvement Fund for Matching Funds to Continue the Planning Process  
for a New Clackamas County Courthouse

Purpose/Outcomes	Board approval to apply for Oregon Courthouse Capital Construction Improvement funding for matching funds for planning a new Clackamas County Courthouse
Dollar Amount and Fiscal Impact	The projected full cost of this phase of the Courthouse Planning Project is \$2.5 million. The County will ultimately be responsible for \$1.25 million of the funding; the other \$1.25 million for this phase of the Project will be reimbursed to the County from the Oregon Courthouse Capital Construction Improvement Fund. The total estimated project cost is \$154 million and the 50% in matching funds will be requested in three phases; this is the first phase.
Funding Source	The County portion for this phase has already been expended; this application process seeks to reimburse the County for \$1.25 million in expenditures to date and over the next biennium.
Duration	These are one-time expenditures.
Previous Board Action	<ul style="list-style-type: none"> <li>• 12-10-14 Policy Session (authorization to research and develop a courthouse construction proposal)</li> <li>• 4-7-15 Policy Session (funding approval)</li> <li>• 7-9-15 Consent Agenda (contract approval)</li> <li>• 12-1-15 Policy Session (information update only)</li> <li>• 2-14-17 Policy Session (Red Soils Courthouse Funding Application)</li> <li>• Periodic updates under “Administrator Issues &amp; Updates”</li> </ul>
Strategic Plan Alignment	<p>This project aligns with three of the Board’s five Strategic Priorities:</p> <ul style="list-style-type: none"> <li>• <i>Build Public Trust through Good Government:</i> Project supports and assists a cooperative effort among multiple agencies to best serve the public.</li> <li>• <i>Ensure Safe, Healthy, and Secure Communities and Build a Strong Infrastructure:</i> Replacement and upgrade of the courthouse will provide a more resilient and effective space for court operations.</li> </ul>
Contact Person	Marc Gonzales, Finance Director, 503-742-5405 Laurel Butman, Deputy County Administrator, 503-655-8893

**Background:**

The State of Oregon Judicial Department and Department of Administrative Services created a legislative bond program for Oregon Counties, through which Clackamas County is applying to receive State matching funds for the construction of a courthouse. The program will pay up to 50% of the planning and construction cost if a portion of the building is dedicated to housing another State program. In April, 2015 the Board authorized staff to begin creating a legislative request for State match funding in the 2017 legislative session with the aim of replacing the 1936 Clackamas County Courthouse.

Since 1998 the County has been consolidating and preparing the Red Soils Campus to serve the County's constituents. The new Courthouse is planned at the west end of the plaza between the Public Services and Development Services buildings. In addition to owning the land on which the Courthouse will sit, the County has installed infrastructure in anticipation of serving its needs.

The Department of Human Services, which works with many of the departments on campus in addition to the Courts and the District Attorney, will be the required co-located State Agency. The County will provide them with dedicated office, meeting, and staff supervised waiting spaces for clients.

This funding request for the 2017-2019 biennium is for \$1.25 million in matching funds to continue the planning process for the Courthouse design. The total estimated project cost is \$154 million and the matching funds will be requested in three phases; this is the first phase. Further detail is provided in the application. County Counsel has reviewed and approved this item for consideration.

**Recommendation:**

Staff respectfully recommends that the Board provide its approval to apply for these funds from the Oregon Courthouse Capital Construction Improvement Fund.

Respectfully submitted,

Marc Gonzales  
Finance Director

Laurel Butman  
Deputy County Administrator



Gregory L. Geist  
Director

February 16, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement between  
Clackamas County Service District No. 1 and Clackamas County  
for Sample Courier Services

<b>Purpose/Outcomes</b>	Establishment of a courier service through Clackamas County Business and Community Services for pickup and delivery of Hoodland Water Resource Recovery Facility wastewater samples to the Water Quality Lab in Oregon City.
<b>Dollar Amount and Fiscal Impact</b>	Annual contract value of a not-to-exceed \$2,200 for a term of five (5) years with a total cumulative contract value of not-to-exceed \$11,000.00
<b>Funding Source</b>	Clackamas County Service District No. 1 FY 2016-17 annual budget and upon approval of successive annual budgets. No General Funds impacted.
<b>Duration</b>	Upon execution to June 30, 2021
<b>Previous Board Action/Review</b>	N/A
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This supports the WES Strategic Plan that customers will continue to benefit from a well-managed utility.</li> <li>2. This project supports the County Strategic Plan to build public trust through good government.</li> </ol>
<b>Contact Person</b>	Doug Rumpel, Wastewater Operations Supervisor – Water Environment Services – 503-794-8046

**BACKGROUND:**

Clackamas County Service District No. 1 (“District”) is required by regulation to have wastewater treatment plant samples tested on a regular basis. Currently, the District utilizes the Water Quality Lab (“WQL”) in Oregon City. The pick-up of samples from the Hoodland Water Resource Recovery Facility (“Hoodland”) in Welches, Oregon and delivery to the WQL consumes over two (2) hours of staff time weekly that would be more cost effectively used operating and maintaining Hoodland.

The District would like to contract with LINCC Library Services, a department of Clackamas County’s Business and Community Services, for courier services to transport wastewater samples from Hoodland and deliver to the WQL.

The Intergovernmental Agreement has been reviewed and approved by County Counsel.



**RECOMMENDATION:**

Staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, approve and execute the Intergovernmental Agreement between Clackamas County Service District No. 1 and Clackamas County for Sample Courier Services.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 and  
CLACKAMAS COUNTY  
FOR SAMPLE COURIER SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is entered into and between Clackamas County (hereafter called “County”), an instrumentality of the State of Oregon, acting by and through Business and Community Services, and Clackamas County Service District No. 1 (“District”), a county service district formed pursuant to ORS Chapter 451.

**RECITALS**

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, the District is seeking a courier to transport wastewater samples from the Hoodland Water Resource Recovery Facility in Welches, Oregon to the Tri-City Service District Water Quality Lab in Oregon City, Oregon;

WHEREAS, the County is in a position to provide the services required by the District;

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. **Term.** This Agreement shall be effective upon execution and continue for a period of five (5) years. County or District may terminate this Agreement by written mutual consent of the parties or upon either party providing not less than thirty (30) days written notice to the other party and specifying the termination date.
2. **Obligation of County.**
  - A. County will perform the services described in Exhibit A (“Services”), attached hereto and incorporated herein, according to the schedule therein (“Schedule”). District acknowledges that said Schedule is dependent on many conditions and may be subject to change. County will provide immediate notice to District of any anticipated delays in the Schedule.
  - B. County will bill District on a monthly basis for the Services rendered in a monthly amount not to exceed \$200.00, with an annual contract value of an amount not to exceed \$2,200.00 and a cumulative contract value over the entire term of this Agreement of \$11,000.00.
3. **Obligation of the District.**
  - A. Upon receipt of the written invoice for services rendered, District agrees to reimburse County within sixty (60) days.
4. **Notice and Communication.** Any communications between parties or notices to be given shall be given in writing by personal delivery, by mailing the same, postage prepaid, or by electronically via electronic mail to the following:

**DISTRICT:**

Doug Rumpel  
Kellogg Creek Water Resource Recovery Facility  
11525 SE McLoughlin Blvd.  
Milwaukie, OR  
[drumpel@co.clackamas.or.us](mailto:drumpel@co.clackamas.or.us)  
(503) 794-8050

**COUNTY:**

Greg Williams

Library Network Manager, LINCC Library Services (Library Network)

1810 Red Soils Ct. #110

Oregon City, OR 97045

[gwilliams@lincc.org](mailto:gwilliams@lincc.org)

(503) 723-4889

5. **Indemnification.** Subject to the Oregon Tort Claims Act and the Oregon Constitution, the parties agree to indemnify, hold harmless and defend the other, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the parties or the parties' employees or agents.
6. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
7. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.
8. **Integration.** This Agreement contains the entire agreement between the District and County and supersedes all prior written or oral discussions or agreements.
9. **Amendments.** The District and County may amend this Agreement at any time only by written amendment executed by the District and County.
10. **Assignment.** This Agreement may be assigned by the District at any time in its sole discretion upon providing notice fifteen (15) days in advance to the County. However, District may assign this Agreement to Water Environment Services at any time without any further action required.
11. **Waiver.** The District and County shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.
12. **Execution of Agreement.** This Agreement may be executed in two or more counterparts each signed by their respective parties, each of which shall constitute an original, and all of which together shall constitute one and the same Agreement.

**IN WITNESS HEREOF**, the parties have executed this Agreement by the date set forth opposite their names below.

**Clackamas County Business and  
Community Services**

**Clackamas County Service District No. 1**

\_\_\_\_\_  
Laura Zentner, Deputy Director

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Approved as to Form:

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

## Exhibit A

### Scope of Services Wastewater Sample Courier

Clackamas County Service District No. 1 (“District”) is seeking a courier to transport wastewater samples from the Hoodland Water Resource Recovery Facility, 24596 E. Bright Ave., Welches OR 97067, to the Tri-City Service District Water Quality Lab, 15941 S. Agnes Ave. Bldg. B, Oregon City, OR 97045.

Sample pick-up time will be 8:00 am. A Chain-of-Custody will be signed and dated as the samples are handed off to the courier. The Courier will then drive to the Water Quality Lab and arrive at approximately 10:15 am. The Courier will then enter the Water Quality Lab, sign and date the Chain-of-Custody releasing control of the samples to a lab assistant. This service will occur weekly on Thursdays.

#### Mileage

5.9 miles of extra driving per pick-up/delivery

1.0 miles in Welches

4.9 miles in Oregon City

Current reimbursement rate is \$0.54/mile

Total estimated mileage cost:

Day: \$3.18

Year: \$165.36

#### Staff Time

Driving time

Welches area: 2 minutes

Oregon City area: 6 minutes

Pick-up/Delivery time

Welches area: 5 minutes

Oregon City area: 5 minutes

Total time: 18 minutes

Total estimated staff time compensation: 36 minutes (for two (2) couriers) @ \$30/hr. (pay + benefits)

Day: \$36.00

Year: \$1,872.00

#### **Package Totals:**

**Day: \$39.18**

**Year: \$2,037.36**