

AGENDA

Thursday May 31, 2012 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-38

I. CALL TO ORDER

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

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

- 1 1. Presentation by Oregon Impact on DUII Education for Local Youth
(Tim Heider, Public and Government Affairs)
- 2 2. Presentation and Acceptance of the Traffic Safety Commission's 2011 Annual Report
(Joe Marek, County Engineering)
- 3 3. Presentation and Acceptance of the Safe Communities 2011 Annual Report
(Patty McMillan, County Engineering)

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

~NO DISCUSSION ITEMS SCHEDULED

IV. 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 hearing. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

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

A. Health, Housing & Human Services

- 4 1. Approval of Contract with Oregon Department of Transportation for Federal 5311 Rural Transportation Program Funds for Operating Expenses of the Mountain Express Bus Service in the Hoodland Area - ss
- 5 2. Request for Approval to Apply for a Federal Grant from the US Department of Labor, Veterans Workforce Investment Program - csc

- 6 3. Approval of an Intergovernmental Agreement between the Community Development Division and the Estacada School District for the School Based Health Center Project - CD
 - 7 4. Board Order No. _____ Approving of Mental Health Director's Designees to Authorize a Custody Hold Under ORS 426.233 - BH
 - 8 5. Approval of Amendment No. 4 to an Intergovernmental Agreement with Multnomah County for a Public Health Officer - CH
 - 9 6. Approval of a Facilities Use Agreement with North Clackamas School District No. 12 - CH
 - 10 7. Approval of Amendment No. 2 to an Agreement with Oregon Health & Science University to Provide Consultation for Emergency Medical Services - CH
 - 11 8. Approval of a Professional, Technical, and Consultant Service Contract with FolkTime, Inc. to Provide Peer Support Services - BH
 - 12 9. Approval of a Renewal Intergovernmental Agreement with the Oregon Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) to Support the Volunteer Connection's SHIBA Program in Providing Information, Counseling and Assistance to Seniors and Other Medicare Recipients on Health Insurance Matters – SS
 - 13 10. Approval to Apply for the Substance Abuse and Mental Health Services Administration Primary and Behavioral Health Care Integration Grant - BH
- B. Department of Transportation & Development**
- 14 1. Approval of an Intergovernmental Agreement with Oak Lodge Sanitary District for Preliminary Engineering Study for the Boardman Creek Fish Habitat Restoration Project
 - 15 2. Approval of Amendment No. 1 to the Contract Documents with Harper Houf Peterson Righellis, Inc. for Consulting Engineering Services for Engineering Design and Plans for the Industrial Way Construction Project - FIN
- C. Finance Department**
- 16 1. Board Order No. _____ Closing the Change Fund Account for the Community Solutions WFI Coffee Cart
 - 17 2. Board Order No. _____ Closing the Petty Cash Fund Account for the Community Solutions WFI Coffee Cart
- D. Elected Officials**
- 18 1. Approval of Previous Business Meeting Minutes – BCC
 - 19 2. Approval of the Intergovernmental Agreement Between the Clackamas County Sheriff's Office and the USDA. Forest Service, Mt. Hood National Forest Law Enforcement

E. County Counsel

- 20 1. Resolution No. _____ Authorizing the Withdrawal from Special Advocacy Fund

F. Department of Emergency Management

- 21 1. Approval of Amendment No. 1 of the Intergovernmental Agreement with the City of Portland for the 2011 Urban Area Security Initiative (UASI) Grant Award

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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

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



GARY SCHMIDT
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS

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

May 31, 2012

Board of Commissioners
Clackamas County

Members of the Board:

Presentation by Oregon Impact on DUII Education for local youth

Oregon Impact is a non-profit organization that provides community education and awareness about safe driving with an emphasis on prevention and primary intervention. The organization conducts promotional campaigns, primarily directed toward youth in Oregon and Southwest Washington, focusing on the dangers of driving while intoxicated and distracted driving.

Nationally, 11 million persons under age 21 acknowledge drinking alcohol. More than 10,000 people die in drunk driving accidents every year and roughly one in three people will be involved in an alcohol-related crash at some point in their lives.

As part of its education and outreach, Oregon Impact conducts the Clackamas County DUII Impact Panel for those convicted of impaired or distracted driving. Also known as a Victim's Impact Panel, these community volunteers share their personal experiences of drunken driving incidents and its life-changing consequences.

Executive Director Janelle Meredith will speak to you about Oregon Impact's education and youth engagement efforts in Clackamas County. As part of that outreach, Oregon Impact sponsors presentations titled "Fatal DUII Crash Simulations" at local schools with the assistance of local first responders.

These customized presentations are an important part of the group's education and youth outreach. They are intended to provide participants with a hands-on perspective of the dangers of drunken and distracted driving.

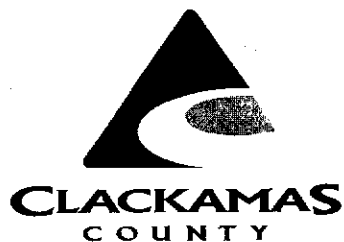
These presentations were recently held at Estacada and Milwaukie high schools. You will see a brief video on the presentation held in Estacada High School on May 11. Students from those schools will speak to you about the important lessons learned from those presentations.

You will also hear from Clackamas County District Attorney John Foote, a trustee of Oregon Impact, about his perspective on the important role the organization plays in curbing drunken and distracted driving among our local youth.

Sincerely,

Gary Schmidt, Director

For information on this issue please contact Gary Schmidt at (503) 742-5908



CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

May 31, 2012

Board of Commissioners
Clackamas County

Members of the Board:

ACCEPTING THE TRAFFIC SAFETY COMMISSION'S 2011 ANNUAL REPORT

Attached please find the 2011 Traffic Safety Commission (TSC) annual report. The listed highlights and projects have been completed because of the energy and dedication of this very active group of citizens.

The TSC is very committed to the safety of the County's transportation system and have dedicated countless time, effort and expertise in their roles as members of this commission. They share in Clackamas County's firm belief that citizens can play an important part in the development of policies and programs for traffic safety in our County.

This report has been reviewed by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners accept the Traffic Safety Commission's annual report for 2011.

Respectfully submitted,

Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Joseph Marek at 503-742-4705



TRAFFIC SAFETY COMMISSION

ANNUAL REPORT 2011

*"Celebrating 31 Years of
Traffic Safety Advocacy"*



CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

2011 TRAFFIC SAFETY COMMISSION ANNUAL REPORT EXECUTIVE SUMMARY

The Clackamas County Traffic Safety Commission is pleased to submit its 2011 Annual Report summarizing the efforts of this citizen commission which is now in its 31st year. Promoting traffic safety and providing recommendations to the Traffic Engineering Department and the Board of County Commissioners has been the key role for this volunteer citizen commission since its formation in 1980. During 2011, the commission's twelve members dedicated approximately 400 hours of their time towards a variety of traffic safety causes.

The TSC, in cooperation with Clackamas County Safe Communities and the Happy Valley Traffic and Safety Committee, had the opportunity to partner with the Clackamas Town Center and conduct a Roadway Safety Fair in August. Event success is attributed to our 20 plus safety partners with more than 100 volunteers who provided safety education and fun for approximately 400 people. Nearly 100 kids drove through Safety Street to learn about pedestrian safety and traffic laws. County departments represented included Dog Services, Transportation Maintenance and the 911 Center. From the Sheriff's Office, we were fortunate to have Crime Prevention, Incident Management, the Dive Rescue Unit and the Sheriff's Posse with their horses. Additional safety advocacy groups from the community also participated to make this a successful event that we hope to continue annually.

Another important annual event for the TSC was staffing a safety booth at the 2011 Clackamas County Fair answering traffic safety questions, distributing safety materials and reflectorized stickers for bicycles, helmets and people. TSC members coordinated to provide nearly 100 percent coverage of the TSC booth for the duration of the County Fair, a very impressive demonstration of their commitment to safety.

The TSC also helped with the scoping and review of a Clackamas County Transportation Safety Action Plan which will be completed in 2012.

The TSC greatly appreciates the support of the Board of County Commissioners, Cam.Gilmour, DTD Department Director as well as liaison staff Joseph Marek and Danielle Couch. With this important support, the TSC looks forward to 2012 and continuing to help reduce injuries and fatalities on roads within the County.

Respectfully submitted:


Brian Burke, Chair


Joseph F. Marek, PE, PTOE, Staff Liaison

INTRODUCTION

The Clackamas County Traffic Safety Commission (TSC) is an advisory committee established by the Clackamas County Board of Commissioners in 1980. The primary duties and responsibilities of the TSC are to work towards programs that reduce injuries and fatalities due to traffic crashes throughout the County.

The TSC consists of up to twelve private citizens, one student, and three staff members represented by; Traffic Engineering (2), and Sheriff's Office (1). Traffic safety encompasses the five "E's"; Engineering, Education, Enforcement, Emergency Services and Evaluation.

The five E's are addressed within the functional areas as listed below:

- Alcohol/drugs related to traffic safety
- Codes and laws related to traffic safety
- Driver education
- Highway design, construction and maintenance
- Identification and surveillance of crash locations
- Pedestrian & bicycle safety
- Traffic data
- School bus & school zone safety
- Traffic control devices

This effective group of volunteers contributes many hours, effort and expertise to help make the County road system safer for all users and share in the County's firm belief that citizens can play an important part in the development of policies and programs for Clackamas County. This commission is a member of the Alliance for Community Traffic Safety (ACTS) of Oregon.

MISSION STATEMENT

To give the citizens of Clackamas County a forum to voice traffic safety concerns, evaluate related issues, provide a liaison with County agencies and promote traffic safety.

2011 TRAFFIC SAFETY COMMISSION MEETING HIGHLIGHTS

| | |
|----------|--|
| January | <ul style="list-style-type: none"> • <i>Elected Chair (Jim Cline) and Vice-Chair (Brian Burke)</i> • <i>Member, Michele Thom, shared with TSC Roundabout promotional video</i> • <i>Discussed Transportation Safety Action Plan (TSAP)</i> • <i>Update provided regarding Library Network vehicle safety wrap and Courier van vehicle safety wrap – near completion</i> |
| February | <ul style="list-style-type: none"> • <i>Presentation by Kittelson & Associates regarding TSAP</i> • <i>Update provided by TSC members that attended Community Transportation Forum</i> • <i>Discussed TSC Annual Report contents</i> |
| March | <ul style="list-style-type: none"> • <i>Discussed recruitments for new vacancies and member renewals</i> • <i>Update provided regarding vehicle wrap designs</i> • <i>Update provided on TSAP</i> • <i>Discussed laws regarding sobriety checkpoints</i> |
| April | <ul style="list-style-type: none"> • <i>Commissioner Bernard gave a presentation about transportation financing</i> • <i>Commissioner Bernard updated TSC about Justice Court finances and allocation to Safe Communities</i> • <i>Library Network and Courier vans now in use with new Safety Vehicle wraps</i> • <i>Discussed safety concerns at Dryland/Heinz intersection</i> |
| May | <ul style="list-style-type: none"> • <i>Kittelson and Associates presented the progress on the TSAP and solicited input from TSC</i> • <i>Discussed TSC member recruitments</i> • <i>Discussed Clackamas Town Center Roadway and Safety Fair planning</i> |
| June | <ul style="list-style-type: none"> • <i>Discussed staffing reductions at CCSO affecting Safe Communities Program</i> • <i>Discussed TSC member recruitment</i> • <i>Worked on Town Center Safety Fair planning</i> • <i>Member, Bob Karl, discussed safety concerns on Rosemont Road</i> |
| July | <ul style="list-style-type: none"> • <i>No Meeting</i> |
| August | <ul style="list-style-type: none"> • <i>Interviewed TSC applicants</i> • <i>Worked on Clackamas Town Center Safety and Roadway Fair planning</i> • <i>Worked on Clackamas County Fair planning</i> • <i>Discussed status of Safe Communities Program and funding and transfer of Safe Communities Coordinator, Patty McMillan, from CCSO to DTD-Engineering</i> • <i>Discussed Building Safer Communities Mini-Grant – Beaver Creek Road – Roadway Safety Audit</i> • <i>Discussed Justice Court status and revenues</i> |

ATTENDANCE CLACKAMAS COUNTY TRAFFIC SAFETY COMMISSION

| Status | Name | Jan-11 | Feb-11 | Mar-11 | Apr-11 | May-11 | Jun-11 | Jul-11 | Aug-11 | Sep-11 | Oct-11 | Nov-11 | Dec-11 |
|--------|---------------------------|--------|--------|--------|--------|--------|--------|---|--------|--------|--------|--------|--------|
| Member | Albrecht, Catherine | X | X | X | X | X | | N o M e e t i n g H e l d | X | X | X | X | X |
| Member | Bartel, Walter | X | X | X | X | X | | | | X | X | X | X |
| Member | Burke, Brian | X | | X | X | X | | | X | X | X | X | X |
| Member | Cline, Jim | X | X | X | X | X | X | | | | | | |
| Member | McVeigh, Brandon | X | | | X | X | X | | X | X | X | X | X |
| Member | McManus, Patricia | X | X | | X | X | X | | X | | X | X | X |
| Member | Straight, Bernie | | X | | | | | | | | | | |
| Member | Karl, Bob | X | X | X | X | X | X | | X | X | X | X | X |
| Member | Tait-Ochs, Temple | | | | | | | | | | | | |
| Member | Thom, Michele | X | X | | | X | | | X | X | X | X | X |
| Member | McGinnis, Paul | X | X | X | X | X | X | | X | X | | X | X |
| Member | Graser-Lindsey, Elizabeth | | | | | | | | | | X | X | X |
| Staff | Marek Joe | X | X | X | X | X | X | | X | X | X | X | X |
| Staff | Couch Danielle | X | X | X | X | X | X | | | X | X | X | X |

| Legend | |
|--------|-------------------------------|
| | Unexcused absence or resigned |
| | Excused absence |
| | Not on board |
| X | Attended |

CLACKAMAS COUNTY TRAFFIC SAFETY COMMISSION



SPECIAL FEATURE:

- **Clackamas Town Center Roadway & Safety Fair**

CLACKAMAS TOWN CENTER SAFETY FAIR

IN PARTNERSHIP WITH:
CLACKAMAS COUNTY SAFE COMMUNITIES,
HAPPY VALLEY TRAFFIC & PUBLIC SAFETY
COMMITTEE

August 27, 2011



Traffic Safety Commission

Our Partners & Helpers

- Alliance for Community Traffic Safety of Oregon
- American Medical Response
- Clackamas County Safe Communities
- Clackamas County Fire District #1
- County 911
- County Dog Services
- County Sheriff's Posse
- Transportation Maintenance Division
- Sheriff's Office
 - Crime Prevention
 - Dive Rescue
 - Incident Response
- Clackamas TMA



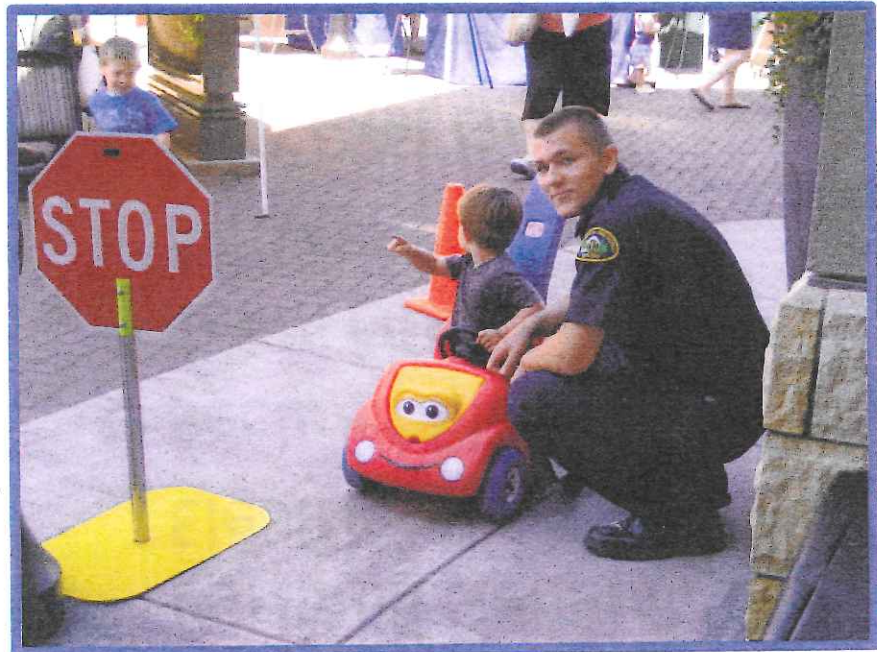
More Partners

- Clackamas Women's Service
- Metro. Utility Coordinating Council
- Milwaukie Police Dept.
- North Clackamas School District
- OHSU Think First
- Oregon Impact
- Oregon Partnership
- Portland General Electric
- Secure Child
- Team Oregon
- Tri-Met
- US Coast Guard
- Vendor Partners
 - Hot Dog on a Stick
 - Noodles and Company
 - REI



The Event

- Saturday August 27, 2009
 - 20+ Safety Advocates
 - 100 Volunteers
 - 500 people in attendance
 - 100 Kids went on Safety Street



Sheriff's Posse and Transportation Maintenance.



Think First – Helmet Fitting



Tri-Met & Traffic Safety Commission



Traffic Safety Commission

Clackamas County Fire District #1



Sheriff's Office



Traffic Safety Commission

Dog Services





COPY³

CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

May 31, 2012

Board of Commissioners
Clackamas County

Members of the Board:

ACCEPTING THE SAFE COMMUNITIES 2011 ANNUAL REPORT

Attached please find the 2011 Safe Communities annual report. The mission of the Safe Communities program is to: *"Reduce Injuries and Fatalities in Clackamas County."*

The program focuses on the 5E's of transportation safety: Education, Emergency Medical Service, Enforcement, Engineering and Evaluation.

The success of the Safe Communities program is founded in our strong base of partnerships. Representatives from the Board of County Commissioners, Clackamas County Sheriff's Office, Clackamas Fire District #1, the Alliance for Community Traffic Safety (ACTS Oregon), the Clackamas County Traffic Safety Committee, Estacada Fire District #69, Oregon Impact, American Medical Response, Oregon Department of Transportation and the Clackamas County Department of Health, Housing and Human Services (H3S) serve on our Advisory Board.

Other local, regional, and state-wide agencies support the program, and we are also lucky to have a broad volunteer base. As a result, hundreds of teenagers and thousands of children receive safety education each year and citizens have tools to address local safety concerns.

This report has been reviewed by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners accept the Safe Communities annual report for 2011.

Respectfully submitted,

Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Joseph Marek at 503-742-4705

Y906



**CLACKAMAS COUNTY
SAFE COMMUNITIES
PROGRAM**

**Annual Report
2011**

2011 SAFE COMMUNITIES ANNUAL REPORT EXECUTIVE SUMMARY

Clackamas County Safe Communities is pleased to submit its 2011 Annual Report summarizing program activities and milestones. The mission of the Safe Communities Program is to:

“Reduce injuries and fatalities in Clackamas County”

Since inception in 2005, the program has engaged safety partners in addressing County wide traffic safety issues using the 5E (Education, Enforcement, Engineering, Emergency medical services and Evaluation) approach to traffic safety.

There were 21 fatalities in Clackamas County during 2010, down from 29 in 2009. While this reduction is significant, over time (2007–2010), Clackamas County had the lowest reduction of fatalities in the tri-county area at 34% (Multnomah County at 39% / Washington County at 59%). The County also had the lowest reduction of alcohol-involved fatalities at 12% (Multnomah County at 29% and Washington County at 33%).¹

Speed is a problem on County roadways and from 2005 to 2009 speed was a factor in 30% of all crashes and 50% of fatal crashes.² The county has made progress with a reduction in speed related crashes of 63% for 2010. The county has also made great strides reducing speed-related fatalities at 77.3% outperforming Multnomah (63%) and Washington (63.6%) Counties.

County injury crashes numbered 2,872 in 2010, up from 2,637 in 2009. While 25% of the crashes occur in the rural areas, nearly 75% of the fatalities occur on these same roads.

The Clackamas Safe Communities Program is fortunate to have many dedicated safety partners on the Advisory Board and Working Group including: American Medical Response; the Alliance for Community Traffic Safety; Board of County Commissioners; Clackamas County Fire District #1; Clackamas 9-1-1; Clackamas County Sheriff's Office; the County Children, Youth and Families Division; Estacada Fire District; Oregon Department of Transportation; Oregon Impact, Sandy Fire District; Think First; and the Traffic Safety Committee.

Working in partnership, projects such as the county's first Transportation Safety Action Plan, vehicle wrap project and Alcohol Compliance vendor recognition highlighted 2011. The popularity of Safety Street has grown and expansion of this program is scheduled for 2012.

New school safety presentations included Colton High School, Ackerman Middle School and Bilquist Elementary. Students from Sabin-Schellenberg embarked on their second safe driving project creating animated safety messages focused on impaired driving.

Safe Communities and the Office of Children and Families highlighted the work of Chris Girard, CEO of Plaid Pantry stores for his outstanding efforts to reduce youth access to alcohol. His business practices include internal compliance stings and point of purchase software that reduce illegal sales of alcohol and tobacco to minors. Recognition activities included an article published in Citizen News and Board presentation at the April 21st Board of County Commissioners business meeting.

¹ ODOT – Summary of Motor Vehicle Crashes & Oregon Traffic Safety Performance Plan, Fiscal Year 2012

² Kittelson and Associates Inc. – Transportation Safety Action Plan – Initial Data Summary

As a result of the partnership with Plaid Pantry and the Office of Children and Families, another project was developed called the "Sticker Shock" campaign. In this campaign, vendors are encouraged to place window clings in areas where alcohol is sold. The clings contain a message reminding customers of the consequences of purchasing alcohol for minors. The cities of Molalla, Gladstone and Milwaukie have outreached the stickers with the help of local law enforcement, the Oregon Liquor Control Commission, and community volunteers.

Safe Communities took safety messages on the road in 2011 by wrapping two county fleet vehicles with safety messages. One focuses on the dangers of distracted driving and, the other, on the importance of child seats. The wraps were featured in the fall edition of Citizen News. These vehicles can be regularly seen traveling roadways within the County.

The Safety Street driving course continues to be our most popular event and demand has grown each year of operation. In 2010, course participation was estimated at 3,265 while 2011 was 3,635, an increase of over 10%.

Safety Street at the Clackamas County Fair was a big success utilizing our expanded area. Oregon Impact took center stage with their educational trailer and new partners such as No One (teen drug awareness) brought their message to citizens at no charge. This year, the highest number of volunteers (including Commissioner Bernard!) gave their time allowing Safety Street to open each day with extended hours. Overall, volunteer and match exceeded 700 hours and was the highest on record and over 1,800 children participated. Staff recognizes the Traffic Safety Commission, C-COM, and Clackamas County Sheriff's Office who consistently staff educational booths each day of the fair.

Messaging projects for 2011 include the installation of three Media Tile monitors in the new Clackamas County Sheriff's Office, Brooks Building. These monitors are in addition to a monitor placed at Timberline Lodge last year. These four monitors were purchased with Safe Communities funds and feature traffic safety messages. There are additional monitors located at the Public Safety Training Center and Clackamas Town Center which were funded by the CCSO and also play traffic safety messages.

Safe Communities is now providing "Slow Down, It's Our Neighborhood" signs for citizens at no charge. The signs have been popular with over one hundred distributed countywide.

In June, due to budget constraints, the Clackamas County Sheriff's Office eliminated the Program Coordinator position and the position was transferred into the Department of Transportation and Development and is now under the leadership of Cam Gilmour, Director and Mike Bezner, Transportation Engineering Manager.

We thank everyone for their support and look forward to a busy 2012 year.

Respectfully submitted:



Joseph F. Marek, PE, PTOE, Program Director

For more information contact:
Joseph Marek, Program Director
503-742-4661
joem@clackamas.us

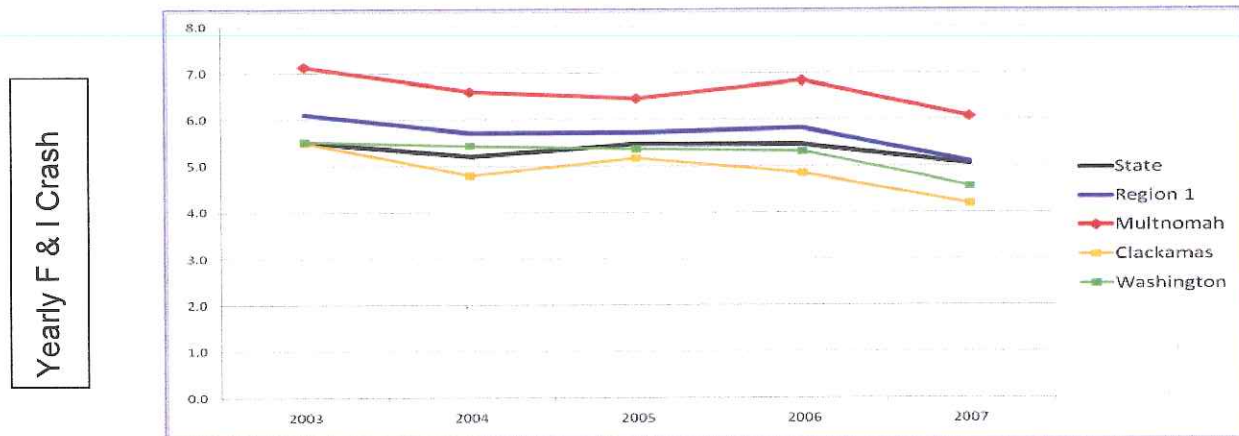
Connect with us: www.ClackamasSafeCommunities.org



QUICK CLACKAMAS COUNTY SAFETY FACTS

Traffic crashes are a leading cause of injury & death in the County.

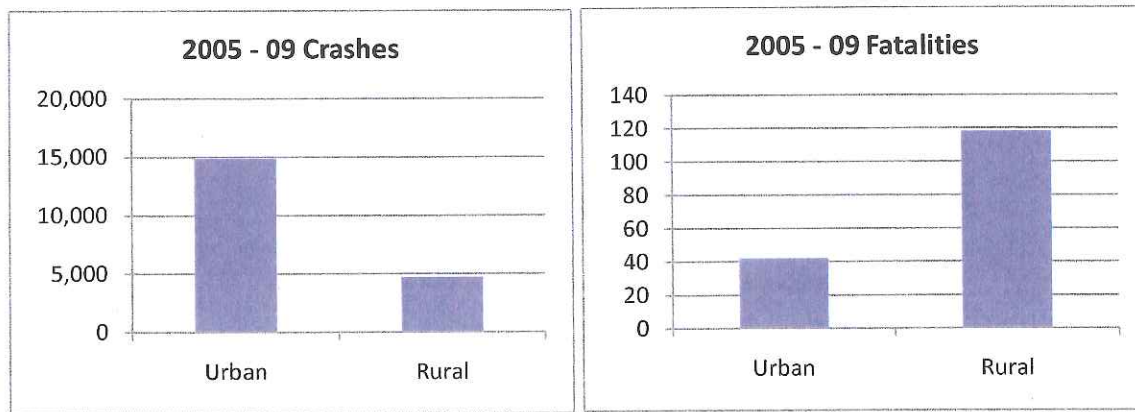
In 2005, Clackamas County ranked first in state-wide fatalities at 41. In 2010, there were 21 fatalities ranking Clackamas County #3 in state-wide fatalities.³



RATE = Total F & I crashes * 1,000 / Population /SOURCE: ODOT CARS Program, internal analysis

Three out of four fatal crashes occur on Rural versus Urban Roads.

While the highest percentage of crashes occur on urban roads (75.88%), the death toll on rural roads is significant at 73.75%.⁴



Distracted Driving is on the Increase.

80% of nation-wide crashes are related to driver inattention and the #1 source of inattention is cell phones. The annual cost of crashes caused by cell phone use is estimated at \$43 billion.⁵ Reduction of cell phone use and other causes of driver inattention will continue to be a focus of Safe Communities initiatives.

³ Oregon Department of Transportation – Crash Summary Report

⁴ Kittelson and Associates Inc. – Transportation Safety Action Plan – Initial Data Summary

⁵ National Safety Council

TRANSPORTATION SAFETY ACTION PLAN

As part of a national and statewide effort to reduce injuries and fatalities due to vehicle crashes, the County is developing, adopting and implementing a Transportation Safety Action Plan (TSAP) which will serve to help in the Countywide “Slow to Zero” (STZ) campaign, a goal to eventually have zero fatalities due to vehicle crashes.

The TSAP is founded upon and guided by quantitative safety data (i.e., crash data). This data helps focus current and future County Engineering and Education efforts while presenting opportunities to further integrate Enforcement and Emergency Medical Service. In addition to near-term opportunities, the crash data helps identify near, mid, and long-term enhancements to the County’s roadway safety management program efforts.

Initial TSAP data reveals crash overrepresentation in three distinct areas that could benefit from infrastructure and behavioral changes on County-maintained roads. Those are: Aggressive Driving, Young Drivers and Roadway Departure Crashes. The top five factors are listed below.

Contributing Circumstances to Severe Crashes, 2005-2009

| Contributing Circumstance | Fatal/Severe Injury Crashes | Percentage of all Fatal/Severe Injury Crashes |
|----------------------------------|------------------------------------|--|
| Aggressive Driving | 221 | 62% |
| Young Drivers (15-25) | 166 | 47% |
| Roadway Departure | 157 | 44% |
| Alcohol and/or Other Drugs | 43 | 12% |
| Older Drivers (+65) | 39 | 11% |

The TSAP is intended to have a long-term impact as County safety data is reviewed and assessed over time. It provides a framework for achieving this goal within the context of a holistic 5 “E” approach. The plan will be adopted in 2012.

2011 SAFE COMMUNITIES MONTHLY HIGHLIGHTS

| | |
|---|--|
| January | <ul style="list-style-type: none"> • Oregon City and Gladstone Family Forums (first time participation). • Three animation classes at Sabin-Schellenberg start PSA work. • Three (3) Safe Driving Presentations at Molalla High School. • Meeting with Kittelson and Associates regarding TSAP. • Safe Communities Work Group Meeting. |
| February | <ul style="list-style-type: none"> • Driver Education Presentation – Oregon City. • Bilquist Elementary – Full School Assembly. Partners: CCSO; AMR and ACTS. • Traffic Safety Commission meeting with Kittelson and Associates to review work on TSAP. Safe Communities staff attend. • Safe Communities Advisory Board meeting. • Metro Injury Professionals quarterly meeting. |
| March | <ul style="list-style-type: none"> • Spring Break Alcohol Compliance Stings - March 18 & 19. • Interview Chris Girard, CEO Plaid Pantry for vendor recognition. • Work with Sabin-Schellenberg animation classes on PSAs. • Life Savers conference in Arizona. • Vehicle wraps completed. Outreach begins. • Safe Communities Work Group Meeting. |
| April | <ul style="list-style-type: none"> • Bilquist Elementary – Grades K-3 ride Safety Street (first time event). Partners: CCSO and Office of Children & Families. • Ackerman Middle – Full School Assembly (first time event). Canby PD assists. Focus: impaired and distracted driving. • Distracted driving exercise at county health fair (first time event). • Safe Communities and OCF recognize Plaid Pantry CEO Chris Girard at Board hearing for his work to reduce alcohol access to minors. • Safe Communities Work Group Meeting. |
| May | <ul style="list-style-type: none"> • Driver Education Presentation – Oregon City. • Safe Communities supports Safe Kids Day at the Zoo. • Hoodland Fire hosts the Safety Street at community event. • Meeting with Kittelson and Associates regarding TSAP. • Sabin-Schelleberg students awarded prizes for most outstanding PSAs. • Safe Communities Work Group Meeting. |
| June | <ul style="list-style-type: none"> • Sandy Prevent Net uses driving course during week long safety camp. • Vendor appreciation article is published in Citizen News. • Advisory Board Meeting – focus on elimination of SC program. |
| <p>Program Coordinator position eliminated from CCSO as of July 1st. Reduction in activities until August when the position is reinstated at the Department of Transportation and Development.</p> | |

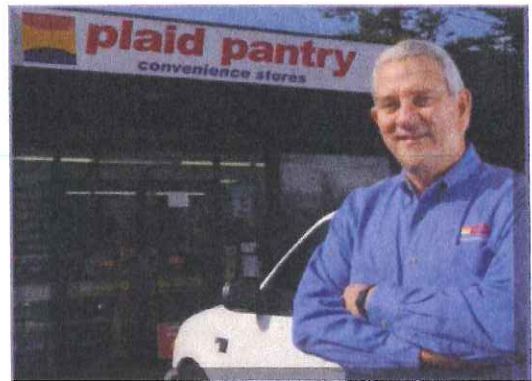
| | |
|-----------|--|
| July | <ul style="list-style-type: none"> • Canby Foursquare Church uses driving course at safety camp. • Three summer lunch program educational activities take place. • Staff assists at Safety Street during Damascus Day in the Park. • Lake Oswego Parks and Recreation uses Safety Street at summer camp. |
| August | <ul style="list-style-type: none"> • Clackamas County Fair – August 16 – 21st. Safety Street runs each day of the fair with extended hours and highest volunteer participation. • North Clackamas School District bus driver training (first time event). • Road and Safety Fair at Clackamas Town Center. • Three monitors purchased by Safe Communities installed at Brooks Building (new CCSO offices). Messages focused on traffic safety air on the monitors. • “Slow Down, It’s Our Neighborhood” signs provided to over 70 residents at no charge. |
| September | <ul style="list-style-type: none"> • Estacada Fire hosts Safety Street at community event. • Presentation at TriMet Safety Educational Group meeting. • Clackamas Fire District #1 hosts Safety Street at Hilltop safety fair. • Safe Communities presentation at Gladstone Youth Coalition. • Safe Communities Work Group Meeting. |
| October | <ul style="list-style-type: none"> • Ten (10) Safe Driving Presentations at Oregon City High School. Over 350 students attend including one special needs class. • Three (3) Driver Education Presentations – Oregon City, Gladstone and Canby. • Meeting with Sandy Police Chief Kim Yamashita regarding traffic safety projects and programs offered by Safe Communities and ODOT. • Finalize contract with Bike Gallery for maintenance work on Safety Street fleet. • Vehicle wrap project highlighted in Fall edition of Citizen News. • Completion of distracted driving video. Script written by Jesse McCarty, Estacada High School. |
| November | <ul style="list-style-type: none"> • Safe Communities presentation at Clackamas Community College (first time event). • Safe Driving Presentation at Molalla High School. • Students from Rex Putnam High School place window clings at local grocery stores reminding consumers the consequences of providing alcohol to minors. Partners: NW Family Services; OLCC; Milwaukie PD; Office of Children and Families on first Sticker Shock campaign. |
| December | <ul style="list-style-type: none"> • Metro Injury Professionals – Holiday Safety Conference, Portland. • Advisory Board Meeting • Safety Street featured at Doernbecher Children’s Hospital/Kohl’s car seat event – Gateway area. • Advisory Board Meeting • Work Group Meeting |

THANKS TO OUR PARTNERS

VENDOR RECOGNITION:

Plaid Pantry CEO Chris Girard (pictured right) for his commitment to reduce youth access to alcohol.

Kitty Huffstutter LCSW, PhD., co-lead. Office of Children and Families.



VEHICLE WRAP PROJECT:

Doris Grolbert and Joanna Rood - Libraries in Clackamas County – LINCC.

Laurel Butman, Deputy County Administrator.

Marc Gonzales, County Finance Director.

John Stockham, Fleet Services Manager.

Traffic Safety Committee members.

STICKER SHOCK CAMPAIGN:

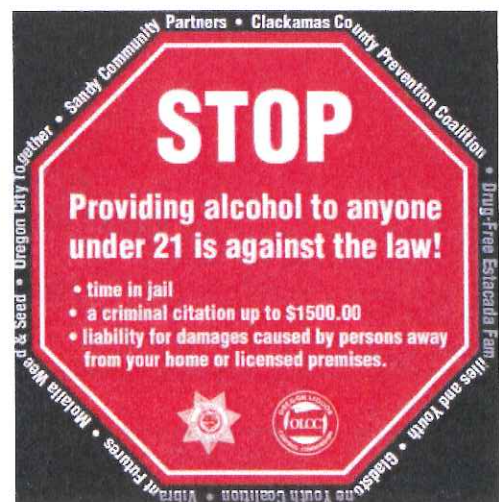
Kitty Huffstutter LCSW, PhD., co-lead. Office of Children and Families.

Tracy Gilbert, NW Family Services.

Carl Lewis, Oregon Liquor Control Commission.

Lt. Dave Rash, Milwaukie Police Department.

Rex Putnam High School students and staff.



MEMBERSHIP: ADVISORY BOARD

Executive oversight is the role of the Advisory Board. Members include law and fire command staff, department heads and government officials. Meetings are held quarterly and cover long range planning, budget expenditures, sustainability models and other project outcomes. These professionals include:

Ruth Harshfield – Executive Director
Alliance for Community Traffic Safety (ACTS Oregon)

~

Lucie Drum – Community Education Coordinator
American Medical Response (AMR)

~

Jim Bernard – Commissioner
Clackamas County Board of Commissioners

~

Cam Gilmour – Director

Clackamas County Department of Transportation and Development

~

Craig Roberts – Sheriff
Matt Ellington – Undersheriff
Kevin Layng – Captain
Jeff Davis - Lieutenant
Clackamas County Sheriff's Office

~

Fred Charlton – Chief
Clackamas County Fire District #1

~

Brian Burke
Clackamas County Traffic Safety Commission

~

Alan Hull – Chief
Estacada Fire District #69

~

Walt McAllister – Program Manager
KC Humphrey – ODOT Region 1
Oregon Department of Transportation (ODOT)

~

Janelle Meredith – Executive Director
Oregon Impact

Safe Communities Staff

Joseph Marek – Program Director
Patty McMillan – Program Coordinator

SAFETY STREET

Safety Street is our most popular program. The driving course is geared for children eight years old or under who ride pedal cars while learning about traffic safety. Since this program started, approximately 15,000 kids and their parents have participated and learned about traffic signs and rules of the road. Demand for the course has increased each year of operation with an expansion planned in 2012.

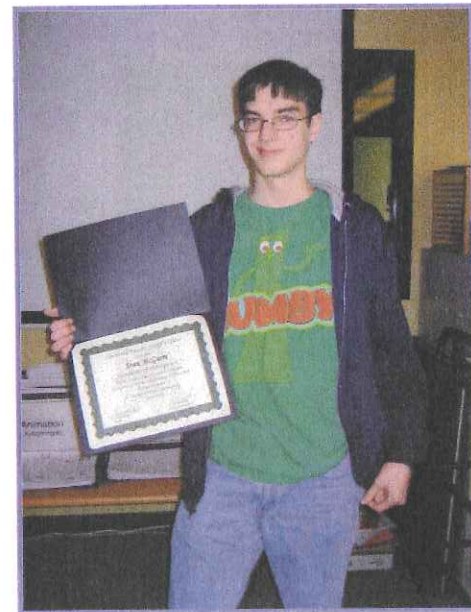


Safety Street Event Tracking for 2011

| Event Name | Est. Attendance | Partners/Lead |
|---|-----------------|---|
| Bilquist Elementary | 250 | Safe Communities |
| Hoodland Community Fair | 200 | Hoodland Fire |
| Sandy Prevent Net | 60 | Sandy Prevention Coalition |
| Canby Foursquare Church | 125 | Safety Summer Camp |
| Lake Oswego Parks and Rec | 75 | Safety Summer Camp |
| Damascus Days in the Park | 75 | Day in Damascus Team |
| Safety Street at County Fair | 1,800 | Safe Communities |
| Road and Safety Fair at Clackamas Town Center | 250 | Safe Communities/Traffic Safety Commission/Happy Valley |
| Estacada Fire Open House | 100 | Estacada Fire |
| CCFD#1 Safety Event | 250 | Clackamas Fire District #1 |
| Kohl's Car Seat Event | 450 | Doernbecher Children's Hospital |
| Total | 3635 | |

SCHOOL AND COMMUNITY OUTREACH – EDUCATION

Safe Communities strives to outreach to schools and community organizations. This year, new educational programs included a public safety message project with students from Sabin-Schellenberg Technical School and a Safety Street presentation featuring Sheriff Craig Roberts at Bilquist Elementary School.



School Outreach and Education Tracking for 2011

| Event | Est. Attendance | Presentation Type |
|--|-----------------|-------------------------------------|
| Molalla High School | 125 | 4 – Safe Driving Presentations |
| DE Class - Eastham | 35 | Driver Ed |
| Bilquist Elementary - Full School Assembly | 450 | Safety Street - Mik and Nero |
| Clackamas High School | 35 | "Be Safe-Be Seen" Overview |
| Ackerman Middle - Full School Assembly | 464 | Distracted, impaired driving, speed |
| DE Class - Oregon City | 35 | Driver Ed |
| Oregon City High School | 270 | 7 – Safe Driving Presentations |
| DE Class - Eastham | 35 | Driver Ed |
| DE Class - Canby | 35 | Driver Ed |
| Molalla High School | 35 | 1 – Safe Driving Presentation |
| Total | 1519 | |

May 31, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of Contract with Oregon Department of Transportation for Federal
5311 Rural Transportation Program Funds for Operating Expenses of the
Mountain Express Bus Service in the Hoodland Area**

The Social Services Division of the Health, Housing and Human Services Department (H3S) requests approval of a Contract with Oregon Department of Transportation for Federal 5311 Rural Transportation Funds for operating expenses of the Mountain Express bus service in the Hoodland Area.

Clackamas County Social Services (CCSS) has assumed the role of fiscal agent to allow for the continuation of the Mountain Express community bus service in the Villages at Mt. Hood. Oregon Department of Transportation requires that, in order for a program to receive certain types of Federal transportation funding, the recipient must be a transit district or unit of local government.

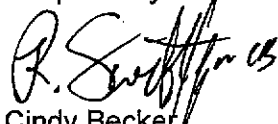
Oregon Department of Transportation, Public Transit Division, has received funds from the Federal government to support the operations of rural transportation projects. By formula, the Mountain Express service is eligible for a total of \$87,292. These funds will be used to provide operating expenses for the service, including fuel and contracting for the service.

The total amount of the contract will be \$87,292. The grant will have no effect on staffing. The contract has been reviewed by County Counsel on June 8, 2012. This contract is effective upon execution of this agreement and terminates on June 30, 2013.

Recommendation

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

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments,
Please contact Teresa Christopherson at 503-650-5718

Healthy Families. Strong Communities.

**PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION**

THIS AGREEMENT is made and entered into by and between **The State of Oregon**, acting by and through its Department of Transportation, Public Transit Division, hereinafter referred to as "**State**," and **Clackamas County**, hereinafter referred to as "**Recipient**," and collectively referred to as the "**Parties**."

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government, other state agencies or tribes for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 184.670 to 184.733, State, acting through the Oregon Transportation Commission, is authorized to enter into agreements and disburse funds for the purpose of supporting public transportation.
3. This Agreement is based upon and subject to Oregon Revised Statutes, Oregon Administrative Rules (OAR), Federal Transit Administration (FTA) regulations, and FTA Circular 9040.1F including all associated references and citations. From time to time these laws, rules and regulations may be amended and State reserves the right to amend this Agreement if it is affected. State will provide thirty (30) days' notice of impending changes and will prepare an amendment to this Agreement incorporating the changes to be executed by the Parties.

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

TERMS OF AGREEMENT

1. Recipient enters into this Agreement with State to secure financial assistance to perform activities, hereinafter referred to as "**Project**", described in Exhibit A, attached hereto and by this reference made a part hereof.
2. The total Project cost is estimated at **\$155,656.00**, which is subject to change. The maximum allowable reimbursement by State shall be either **56.08%** of allowable costs, or **\$87,292.00**, whichever is less. Disbursements shall be made as provided in Section II, State Obligations, Paragraph A., of this Agreement.
3. The term of this Agreement will begin on **July 1, 2012** or upon execution by all Parties, whichever date is later, and shall expire, unless earlier terminated or extended by an executed amendment, on **June 30, 2013** (Expiration Date).
4. It is mutually agreed and understood by State and Recipient that Recipient may enter into an agreement with one or more additional entities (subrecipients) to complete the Project.
 - a. If subrecipients are to be used, Recipient agrees to do so only through a signed written agreement (subagreement). Subagreements shall incorporate and pass through all of the applicable requirements of this Agreement to any subrecipient. Use of a subagreement does not relieve Recipient of its responsibilities to carry out the terms and conditions of this Agreement.
 - b. Recipient also agrees to provide State with a copy of any signed subagreement within thirty (30) days of execution. Any substantial breach of a term or condition of a subagreement by a subrecipient relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
 - c. The use of subagreements shall not apply to procurements of goods and services supplied by subcontractors. Recipients and subrecipients shall follow procedures described in Section I, Recipient Obligations, Paragraph A(2) of this Agreement for procurement contracts used to buy goods and services from subcontractors.
5. The following documents are attached hereto and by this reference made a part of this

Agreement: **Agreement Obligations and General Provisions, Exhibit A: Project Description and Budget, and Exhibit B: Financial Information.** The following document is incorporated by reference: **Fiscal Year 2012 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements.** These certifications and assurances are used in connection with all Federal assistance programs administered by FTA during Federal Fiscal Year 2012. These certifications and assurances include all annual certifications required by 49 U.S.C. 5311.

I. RECIPIENT OBLIGATIONS

A. General Requirements

1. Recipient shall conduct Project activities in accordance with Exhibit A: Project Description and Budget. Recipient shall notify State in writing of changes to the Project prior to performing any changes and will not perform any changes to the Project listed in Exhibit A without specific written approval from State.
2. Recipient shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with Oregon Law, including, without limitation, applicable Oregon statutes and OAR Chapter 125, and in conformance with FTA Circular 4220.1F, *Third Party Contracting Requirements*, ensuring that:
 - a. all applicable clauses required by Federal Statute, executive orders and their implementing regulations are included in each competitive procurement;
 - b. all procurement transactions are conducted in a manner providing full and open competition;
 - c. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - d. contracts will not exceed a period of five (5) years without prior approval of FTA; and
 - e. construction, architectural and engineering procurements are based on Brooks Act procedures unless the State of Oregon has adopted a statute that governs such procurements.
3. Recipient is responsible for submission of any draft subagreements and contracts associated with this Agreement to State for review and approval. No subagreement or contract will be effective until approved by State in writing. *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, is available on the FTA website: www.fta.dot.gov.
4. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Project described in Exhibit A, which hereby is incorporated by reference. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

5. Recipient shall retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. Recipient acknowledges and agrees that State, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Recipient which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment or until completion of any litigation arising under this Agreement; whichever is later. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
6. To receive reimbursement as described in Section II, Paragraph A, of this Agreement, Recipient shall submit requests for reimbursement using a form that is acceptable to and approved by State. Additionally, the submission of quarterly progress reports is required before payment will be made. Failure to use a format that is acceptable to and approved by State or to submit quarterly progress reports may result in the withholding of payment by State. Reporting periods are based on the Oregon state fiscal year which runs from July 1 to June 30. Quarters run from July through September, October through December, January through March, and April through June. Reports are due to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem Oregon, 97301-6867 no later than forty-five (45) days after the last day of each quarter. The July through September report is due no later than November 15, the October through December report is due no later than February 15, the January through March report is due no later than May 15, and the April through June report is due no later than August 15. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
7. Recipient must submit its final request for reimbursement within sixty (60) days after the Expiration Date of this Agreement. If Recipient is unable to submit its final request for reimbursement within sixty (60) days after the Expiration Date, Recipient must contact the grant manager to request a payment extension prior to the end of the sixty (60) day period. The grant manager may, in the grant manager's sole discretion, extend the date for submission of the final request for reimbursement. If the Agreement is terminated prior to the Expiration Date, Recipient must submit its final request for reimbursement, if any, within sixty (60) days of termination. Failure to submit Recipient's final request for reimbursement within sixty (60) days after the Expiration Date of this Agreement may result in the withholding of payment by State.
8. Recipient certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Recipient, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Recipient.

9. *Recipient shall require its subrecipient(s), contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.*
10. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State of Oregon, or that Recipient's subrecipient is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.
11. Recipient shall perform the Project as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform under this Agreement, including, but not limited to, retirement contributions, workers' compensation, unemployment taxes and state and federal income tax withholdings.
12. All employers, including Recipient, that employ subject workers under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employer's Liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
13. Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the underlying Agreement.
14. Recipient's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
15. Recipient certifies that neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient must provide notice to State if at any time it learns that this certification is erroneous when submitted or if circumstances have changed (new personnel, indictments, convictions, etc.).

16. Recipient shall permit State, the Secretary of State, the Comptroller General of the United States, the U.S. Department of Transportation, or their authorized representative(s), upon reasonable notice, to inspect all vehicles, real property, facilities, and equipment purchased by the Recipient as part of the Project, and any transportation services rendered by Recipient, subrecipient(s), contractor(s), or subcontractor(s) acting on behalf of Recipient. Recipient shall permit the above named persons to audit the books, records, and accounts of Recipient relating to the Project.
17. Any recipient of grant funds, pursuant to this Agreement with State, shall assume sole liability for that Recipient's breach of the conditions of this Agreement, and shall, upon Recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Recipient of grant funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

B. Audit Requirements

1. Recipients receiving Federal funds in excess of \$500,000 are subject to audit conducted in accordance with Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, Non-profit Institutions*. Recipient, if affected by this requirement, shall at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179, a copy of its A-133 annual audit covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor (s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
2. Recipients receiving less than \$500,000 in Federal funds shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Salem, Oregon, 97301-4179, a copy of any annual audit covering the funds expended under this Agreement by Recipient or any subrecipient(s), contractor(s), or subcontractor(s) of Recipient receiving funds as a result of this Agreement; and a copy of the management letter and any report that accompanies the annual audit covering the funds expended under this Agreement.
3. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Oregon Secretary of State's Audits Division in response to allegations with respect to the funds expended under this Agreement. Recipient's liability for any costs incurred under this provision is not limited to the grant amount defined by the Terms of Agreement, and is binding whether or not the allegations are substantiated. It is also mutually agreed and understood that any audit costs incurred as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

C. Other Federal Requirements

One of the principles of contracting with Federal funds received indirectly from the FTA is recognition that, as a condition of receiving the funds, certain specific requirements must be met not only by the Recipient, but also by any subrecipient(s), contractor(s), or subcontractor(s). To the extent applicable, Federal requirements extend to the third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier. The specific requirements for particular grant funds are found in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or by accessing the FTA website: www.fta.dot.gov.

The following is not a complete list of Federal requirements. Rather it is a summary of various primary requirements associated with the type of transactions covered by this Agreement and the type of funds described in Exhibit A.

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 *Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance* which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient has, to the maximum extent feasible, coordinated with other transportation providers and users, including social service agencies authorized to purchase transit service.
4. Recipient will correct any condition which State or FTA believes "creates a serious hazard of death or injury" in accordance with Section 22 of the Federal Transit Act, as amended.
5. Recipient will comply with the applicable provisions of 49 CFR 26 related to Disadvantaged Business Enterprises and report quarterly to State. Each contract Recipient signs with the contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of State-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Recipient deems appropriate.

6. Recipient and contractors receiving in excess of \$100,000 in Federal funds must certify to State that they have not and will not use Federal funds to pay for influencing or attempting to influence an office or employee of any Federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement or any other Federal award. If non-federal funds have been used to support lobbying activities in connection with the Project Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.
7. Recipient has complied with the transit employee protective provisions of 49 U.S.C. § 5333(b).

II. STATE OBLIGATIONS

- A. State shall reimburse eligible costs incurred in carrying out the Project subject to the amounts shown in the Terms of Agreement. Reimbursements shall be made by State within thirty (30) days of its approval of each report described in Section I, Paragraph A.6, of this Agreement. Eligible costs are the reasonable and necessary costs incurred by the Recipient or subrecipient in completing the Project as defined by Exhibit A and that are not excluded from reimbursement by State, either by the Agreement or by exclusion as a result of financial review or audit. Expenses that are ineligible include expenses associated with lobbying, personal expenses, and expenses not directly associated with the Project or that are incurred inappropriately, e.g., failure to follow the terms of the Agreement when procuring goods and services.
- B. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
- C. State reserves the right to withhold payment of funds if there are unresolved audit findings, or inadequate information concerning Recipient's activities. State reserves the right to reallocate any portion of the Agreement amount which State reasonably believes will not be used by Recipient within the Terms of Agreement.

III. TERMINATION

- A. This Agreement may be terminated by mutual written consent of both Parties. State may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Recipient, or at such later date as may be established by State, under any of the following conditions:
 1. If Recipient fails to perform the Project called for by this Agreement within the time specified herein or any extension thereof; or
 2. If Recipient fails to perform any of the other provisions of this Agreement, or so fails to pursue the Project as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize; or
 3. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 4. The requisite local funding to continue the Project becomes unavailable to Recipient; or

5. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding proposed by this Agreement; or
 6. The Project would not produce results commensurate with the further expenditure of funds; or
 7. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State; or
 8. The commencement, prosecution, or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, illegal; or
 9. Recipient is in default under any provision of this Agreement.
- B. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

IV. GENERAL PROVISIONS

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (including any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Recipient, by execution of this Agreement, hereby consents to the in personam jurisdiction of said court.
- B. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Recipient or State at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section IV.B. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against State, such facsimile transmission must be confirmed by telephone notice to State's grant manager. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- C. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- D. This Agreement may be revised or amended by a supplemental written agreement between the parties and executed with the same formalities as this Agreement.
- E. This Agreement may be executed in several counterparts (facsimile or otherwise), 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 Agreement so executed shall constitute an original.

- F.** This Agreement and attached referenced exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
- G.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- H.** With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
- I.** With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- J.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Clackamas County/State of Oregon
Agreement No. 28392

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

On March 18, 2004, the Director approved Subdelegation Order No. 14, which delegates the authority to conduct the following day-to-day operations to the Public Transit Division Administrator:

Execute Oregon Transportation Commission intergovernmental agreements and grants for special payments to local governments and other non-profit units and operators of public transportation services for disbursement of state and federal funds for public transit programs. The Division Administrator will maintain a listing of all intergovernmental agreements and grants and submit a quarterly report to the OTC.

SIGNATURE PAGE TO FOLLOW

Clackamas County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Agency Contact:

Teresa Christopherson
2051 Kaen Road
Oregon City, OR 97045
1 (503) 650-5718
teresachr@co.clackamas.or.us

State Contact:

David Galati
555 13th St. NE, Ste. 3
Salem, OR 97301-4179
1 (503) 986-3300
David.A.Galati@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Michael R. Ward
Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By Sharon Peerenboom

Date 2 May 2012

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____
(printed)

Date _____

EXHIBIT A

Project Description and Budget

Project Description/Scope of Work The sole purpose of this Grant Agreement is to provide funding for the following projects:

| | | | | |
|--|---------------------|--------------------|--------------------|---------------|
| Project Title: Clackamas County (Welches) - Formula Operations | | | | |
| <i>General public transportation services for Clackamas County (Welches)</i> | | | | |
| Item #1: Operating Sliding Scale | | | | |
| | Total | Grant Amount | Local Match | Match Type(s) |
| | \$155,656.00 | \$87,292.00 | \$68,364.00 | Local |
| Sub Total | \$155,656.00 | \$87,292.00 | \$68,364.00 | |
| Grand Total | \$155,656.00 | \$87,292.00 | \$68,364.00 | |

- *This grant provides general public transportation service in rural Clackamas County. Deviated fixed route service is provided on the Highway 26 corridor connecting the communities of The Villages at Mt. Hood (Brightwood, Welches, ZigZag, and Rhododendron) and the City of Sandy. Service is provided Monday through Saturday.*

EXHIBIT B

FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) Circular A-133.

This grant is financed by the funding source as indicated below:

| Federal Program | Federal Funding Agency | Federal Catalog | Total Federal Funding |
|------------------------|---|------------------------|------------------------------|
| 49 U.S.C. 5311 | U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174 | 20.509 (5311) | \$51,594.00 |

| |
|--|
| Administered By Public Transit Division 555 13th St. NE, Ste. 3 Salem, OR 97301-4179 |
|--|

May 31, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Request for Approval to Apply for a Federal Grant from the
U.S. Department of Labor, Veterans Workforce Investment Program**

Community Solutions for Clackamas County (CSCC) a division of the Health, Housing & Human Services Department (H3S), requests approval to apply for a federal grant from the U.S. Department of Labor, Veterans Workforce Investment Program (VWIP). CSCC has received similar grants each year since 2003. CSCC currently operates a regional Veterans Workforce Investment Program (VWIP) grant.


The grant will provide job training services to veterans living in Clackamas, Multnomah, Washington, Marion, Polk, Yamhill, Linn, Benton, Lincoln, Tillamook, Columbia and Clatsop counties. This grant requires out of state travel for technical assistance and staff development. Travel costs will be included in the grant.

CSCC will apply for the maximum amount allowed by the Department of Labor; 1.25 million dollars. The grant period is for three years. The grant adds an additional .50 Program Aide 1. No County General Funds are involved. The grant period begins July 1, 2012 and ends June 30, 2015.

Recommendation

We recommend approval to apply for this grant. If awarded, we recommend acceptance of the grant. Also, that Cindy Becker be authorized to sign all necessary documents on behalf of the Board of Commissioners.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments,
Please contact Maureen Thompson at 503-655-8842

May 31, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement between the
Community Development Division and the Estacada School District
for the School Based Health Center Project**

The Community Development Division of the Department of Health, Housing and Human Services requests approval of an Intergovernmental Agreement with the Estacada School District. The project involves the construction and operation of a school-based health center facility in the City of Estacada. This facility will provide a medical modular building on the grounds of Estacada High School, provide access to medical care and mental health resources for all Estacada School District students regardless of insurance status, improve the health and wellness for all Estacada School District students, and provide Community access to medical care and mental health resources.

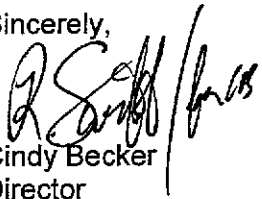
| | | |
|---|----|--------|
| Financial Impact: Community Development Local Project Funds | \$ | 15,000 |
| Community Health Funds | \$ | 15,000 |
| Total Project Budget: | \$ | 30,000 |

No County General Fund dollars are involved. The Agreement was reviewed and approved by County Counsel on April 18, 2012.

Recommendation

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

Sincerely,


Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Chuck Robbins, # 503-566-5891

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CLACKAMAS COUNTY, OREGON

HEALTH, HOUSING AND HUMAN SERVICES

AND

ESTACADA SCHOOL DISTRICT

I. Purpose:

- A. This Agreement is entered into between Clackamas County, acting by and through its Department of Health, Housing and Human Services (COUNTY) and the Estacada School District (DISTRICT) for the cooperation of units of local government under the authority of ORS 190.010.
- B. The project involves the construction and operation of a school-based health center facility in the City of Estacada. This facility will provide a medical modular building on the grounds of Estacada High School, provide access to medical care and mental health resources for all Estacada School District students regardless of insurance status, improve the health and wellness for all Estacada School District students, and provide Community access to medical care and mental health resources. These improvements are herein referred to as the PROJECT.

II. Scope of Cooperation:

- A. Under this agreement the responsibilities of the COUNTY shall be as follows:
 1. The COUNTY shall provide reasonable and necessary staff for administration of the PROJECT. Responsibilities are limited to review and approval of reimbursement requests, and services associated with ensuring compliance with agreement provisions.
 2. The COUNTY agrees to provide and administer available Clackamas County funds to finance the PROJECT.
- B. Under this agreement the responsibilities of DISTRICT shall be as follows:
 1. DISTRICT shall obtain a consultant for the design of the PROJECT. Such services shall be provided at no cost to the COUNTY. DISTRICT shall assume responsibility for the following:
 - a. DISTRICT will assume all costs for hiring a licensed registered Architect to provide architectural drawings and specifications for the design, and a design consultant to oversight of construction of the PROJECT (herein referred to as Design Consultant). The Design Consultant's services will be provided at no cost to the COUNTY. DISTRICT shall be solely responsible for the performance, obligations and liability of the Design Consultant for completion of the PROJECT. Design Consultant shall be under the sole direction and control of the DISTRICT.

- b. DISTRICT shall bind the Design Consultant to the following contractual requirements which shall include, but not limited to.
 - (i) The Design Consultant will prepare all plans and specifications necessary to publicly bid the PROJECT for award to a construction general contractor (Contractor) and provide construction oversight.
 - (ii) The Design Consultant until completion of construction of the PROJECT shall have a duty to discover apparent defects and alert the COUNTY and DISTRICT of said defects.
 - (iii) In the event modifications to the construction contract, which result in an increase in the contract amount, are made the DISTRICT shall be solely responsible for the funding of these modifications.
2. DISTRICT shall provide all necessary supervisory and administrative support to complete the PROJECT.
3. The DISTRICT shall at all times be the Owner of the PROJECT.
4. Upon completion of the PROJECT, DISTRICT
 - a. Agrees to maintain the improvements for the useful life of the property, and
 - b. Agrees to continue operating the improvements as a School Based Health Center for the term of this agreement.
5. DISTRICT agrees to inform the COUNTY in writing prior to making any change in the use of the property. Should the improvements be relocated or if the new use is no longer for the purposes of providing School Based Health Services the DISTRICT shall reimburse COUNTY the full amount in Section III. A.

III. Budget and Financial

- A. The COUNTY shall provide the DISTRICT an amount not to exceed \$30,000 of Clackamas County funds. The obligations of the COUNTY are expressly subject to the COUNTY receiving approval from the Clackamas County Board of Commissioners (BCC) for this project, and in no event shall the COUNTY'S financial contribution exceed the amount finally granted, released and approved by the BCC for this project.
- B. The DISTRICT may only use these funds for the installation and construction of the PROJECT.
- C. Funds provided under this Agreement will be for reimbursement of payments for actual installation and construction expenses. Reimbursement by COUNTY will be within 30 days of receipt of an Invoice. Each Invoice shall be accompanied by a Request for Reimbursement and shall include appropriate documentation. This documentation shall include itemized invoices or billings for materials and construction services.

- D. The DISTRICT may not begin accruing reimbursable expenditures until the Agreement has been executed by both PARTIES.

IV. Liaison Responsibility

Shannon Powell will act as liaison on behalf of DISTRICT for this PROJECT. Richard Swift will act as liaison from the COUNTY.

V. Special Requirements

- A. **Law and Regulations.** The COUNTY and DISTRICT agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. **Public Contracting Requirements.** To the extent applicable, the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 are incorporated by this reference as though fully set forth.
- C. **Relationship of Parties.** Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- D. **Indemnification.** Subject to the limits of the Oregon Tort Claims Act, and Oregon Constitution each of the parties agrees to hold harmless and indemnify the others, and their elected and appointed officials, agents, and employees, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising on account of personal injuries, death or damage to property caused by or resulting from their own acts or omissions or those of their officials, agents and employees. Provided however, upon completion of the improvements, the DISTRICT will assume all responsibility for claims made thereafter against the COUNTY or its officers, agents or employees pertaining to the design, construction and operation of the PROJECT, and will indemnify and defend them therefore.
- E. **Notice.** Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Agreement.
- F. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- G. **Access to Records.** The COUNTY, the State of Oregon, and their duly authorized representatives shall have access to the books, documents, papers, and records of the DISTRICT which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- H. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of the COUNTY are also expressly subject to the COUNTY receiving approval of funds

from the BCC for this project and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved by the BCC for this project.

- I. **Conflict of Interest.** No officer, employee, or agent of the DISTRICT or COUNTY who exercises any functions or responsibilities in connection with the planning and carrying out of Clackamas County Programs, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The PARTIES will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services.
- J. **Insurance.** The DISTRICT will bear any and all risk of loss, and will purchase and maintain property insurance on all affected DISTRICT property. The DISTRICT will bear the risk of loss from accidents coverable by the DISTRICT'S liability insurance and shall, at its option, maintain such insurance or self-insure. If applicable, the DISTRICT shall be required to maintain flood insurance. Each party agrees to maintain insurance, or self-insurance, in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in the Oregon Tort Claims Act.
- K. **Nondiscrimination.** The DISTRICT and the COUNTY agree to comply with all Federal, State, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, familial status, or the presence of any mental or physical handicap. These requirements are specified in ORS chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.
- L. **Handicapped Accessibility.** The DISTRICT agrees that all improvements made under this Agreement shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.
- M. **Evaluation.** The DISTRICT agrees to participate with the COUNTY in any evaluation project or performance report, as designed by the COUNTY or the appropriate State or Federal department, and to make available all information required by any such evaluation process.
- N. **Audits and Inspections.** The DISTRICT will ensure that the COUNTY or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

VI. Amendment

This Agreement may be amended at any time with the concurrence of the PARTIES. Amendments become a part of this Agreement only after the PARTIES have signed the written amendment.

VII. Term of Agreement

- A. This Agreement becomes effective when it is signed by both PARTIES.
- B. The term of this Agreement is a period beginning when it becomes effective and ending five (5) years after completion of the PROJECT.
- C. This Agreement may be suspended or terminated prior to the expiration of its term by:
 - 1. Written notice provided by the COUNTY resulting from material failure by DISTRICT to comply with any term of this Agreement; or
 - 2. Mutual agreement by the PARTIES.
- D. Upon termination of this Agreement, any unexpended balances COUNTY funds that remain shall remain with the COUNTY.

ESTACADA SCHOOL DISTRICT

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

Signing on Behalf of the Board.

By: 

Cindy Becker, Director of Health, Housing
and Human Services

Date

4/23/12

Date

May 31, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order # _____ Approval of Mental Health Director's
Designees to Authorize a Custody Hold Under ORS 426.233**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of the Designation of Ed Stracener, MA, Emily Nieuwsma, LCSW, Sherrie Thomas, LPC, Emmylou Boyle, LCSW, Rhena Miller, LCSW, Mark Harshfield, PMHNP, Candia Hills, LCSW, Tracy Northfield, LCSW, Mary Lou Bonham, LPC, Karen Hedden, PMHNP, Mary Sturtevant, LCSW, Callie Collette, LCSW, by the Clackamas County Behavioral Health Director as additional designees authorized under ORS 426.233 (copy attached) to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division.

Recommendation

Staff recommends the Board approve the attached Board Order of Ed Stracener, MA, Emily Nieuwsma, LCSW, Sherrie Thomas, LPC, Emmylou Boyle, LCSW, Rhena Miller, LCSW, Mark Harshfield, PMHNP, Candia Hills, LCSW, Tracy Northfield, LCSW, Mary Lou Bonham, LPC, Karen Hedden, PMHNP, Mary Sturtevant, LCSW, Callie Collette, LCSW, as additional qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,



Cindy Becker
Director

For more information on this issue or copies of attachments,
please contact Teri Beemer at 503 655-8356

Healthy Families. Strong Communities.

2051 Kaen Road #239, Oregon City, OR 97045 • Phone: 503-650-5697 • Fax: 503-655-8677 • www.clackamas.us

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

In the Matter of the Designation of Ed Stracener, MA, Emily Nieuwsma, LCSW, Sherrie Thomas, LPC, Emmylou Boyle, LCSW, Rhena Miller, LCSW, Mark Harshfield, PMHNP, Candia Hills, LCSW, Tracy Northfield, LCSW, Mary Lou Bonham, LPC, Karen Hedden, PMHNP, Mary Sturtevant, LCSW, Callie Collette, LCSW, as Mental Health Director
Designees to Direct Peace Officer Custody Holds



ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Cindy Becker, Director of Health, Housing & Human Services Department, has recommended to this Board the approval of Ed Stracener, MA, Emily Nieuwsma, LCSW, Sherrie Thomas, LPC, Emmylou Boyle, LCSW, Rhena Miller, LCSW, Mark Harshfield, PMHNP, Candia Hills, LCSW, Tracy Northfield, LCSW, Mary Lou Bonham, LPC, Karen Hedden, PMHNP, Mary Sturtevant, LCSW, Callie Collette, LCSW, as additional designees of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

This Board finds that it would be in the best interest of Clackamas County to approve said designation,

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of Ed Stracener, MA, Emily Nieuwsma, LCSW, Sherrie Thomas, LPC, Emmylou Boyle, LCSW, Rhena Miller, LCSW, Mark Harshfield, PMHNP, Candia Hills, LCSW, Tracy Northfield, LCSW, Mary Lou Bonham, LPC, Karen Hedden, PMHNP, Mary Sturtevant, LCSW, Callie Collette, LCSW, as qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 31st day of May, 2012.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

426.233 Authority of community mental health program director and of other persons; costs of transportation.

(1)(a) A community mental health program director operating under ORS 430.610 to 430.695 or a designee thereof, under authorization of a county governing body, may take one of the actions listed in paragraph (b) of this subsection when the community mental health program director or designee has probable cause to believe a person:

(A) Is dangerous to self or to any other person and is in need of immediate care, custody or treatment for mental illness; or

(B)(i) Is a mentally ill person placed on conditional release under ORS 426.125, outpatient commitment under ORS 426.127 or trial visit under ORS 426.273; and

(ii) Is dangerous to self or to any other person or is unable to provide for basic personal needs and is not receiving the care that is necessary for health and safety and is in need of immediate care, custody or treatment for mental illness.

(b) The community mental health program director or designee under the circumstances set out in paragraph (a) of this subsection may:

(A) Notify a peace officer to take the person into custody and direct the officer to remove the person to a hospital or nonhospital facility approved by the Oregon Health Authority;

(B) Authorize involuntary admission of, or, if already admitted, cause to be involuntarily retained in a nonhospital facility approved by the authority, a person approved for care or treatment at a nonhospital facility by a physician under ORS 426.232;

(C) Notify a person authorized under subsection (3) of this section to take the person into custody and direct the authorized person to remove the person in custody to a hospital or nonhospital facility approved by the authority;

(D) Direct a person authorized under subsection (3) of this section to transport a person in custody from a hospital or a nonhospital facility approved by the authority to another hospital or nonhospital facility approved by the authority as provided under ORS 426.235; or

(E) Direct a person authorized under subsection (3) of this section to transport a person in custody from a facility approved by the authority to another facility approved by the authority as provided under ORS 426.060.

(2) A designee under subsection (1) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the county governing body before assuming the authority permitted under subsection (1) of this section.

(3) The county governing body may, upon recommendation by the community mental health program director, authorize any person to provide custody and secure transportation services for a person in custody under ORS 426.228. In authorizing a person under this subsection, the county governing body shall grant the person the authority to do the following:

(a) Accept custody from a peace officer of a person in custody under ORS 426.228;

(b) Take custody of a person upon notification by the community mental health program director under the provisions of this section;

(c) Remove a person in custody to an approved hospital or nonhospital facility as directed by the community mental health program director;

(d) Transfer a person in custody to another person authorized under this subsection or a peace officer;

(e) Transfer a person in custody from a hospital or nonhospital facility to another hospital facility or nonhospital facility when directed to do so by the community mental health program director; and

(f) Retain a person in custody at the approved hospital or nonhospital facility until a physician makes a determination under ORS 426.232.

(4) A person authorized under subsection (3) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the governing body before assuming the authority granted under this section.

(5) The costs of transporting a person as authorized under ORS 426.060, 426.228 or 426.235 by a person authorized under subsection (3) of this section shall be the responsibility of the county whose peace officer or community mental health program director directs the authorized person to take custody of a person and to transport the person to a facility approved by the authority, but the county shall not be responsible for costs that exceed the amount provided by the state for that transportation. A person authorized to act under subsection (3) of this section shall charge the cost of emergency medical transportation to, and collect that cost from, the person, third party payers or otherwise legally responsible persons or agencies in the same manner that costs for the transportation of other persons are charged and collected. [1993 c.484 §5; 1997 c.531 §5; 2009 c.595 §405]

May 31, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment # 4 to an Intergovernmental Agreement with
Multnomah County for a Public Health Officer**

The Clackamas County Community Health Division (CCCHD) of the Health, Housing and Human Services Department requests the approval of an amendment to an Intergovernmental Agreement from Multnomah County to purchase the services of the Multnomah County Public Health Officer. This amendment extends the term of the agreement and increases its value for one additional year.

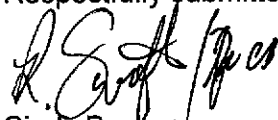
The Health Officer provides health and medical consultation and leadership services and will serve as the Health Officer of record for Clackamas County. The original agreement was approved by the Board on January 3, 2008.

Total amount of this amendment is \$187,500 for a new maximum value of \$950,619. County Counsel reviewed and approved the original agreement on December 7, 2007. No County General funds are involved. The amendment is effective July 1, 2012 and terminates on June 30, 2013.

Recommendation

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

Respectfully submitted,



Cindy Becker
Director

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

**MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT
AMENDMENT No. 4
(Renewal of Contract)**

CONTRACT NO. 0708084

This is an amendment to Multnomah County contract referenced above effective January 1, 2008 between Multnomah County, Oregon, hereinafter referred to as COUNTY, and Clackamas County Community Health Division, hereinafter referred to as CONTRACTOR.

The parties agree:

1. The following changes are made to Contract No. 0708084:
2. Contract #0708084 shall be extended for an additional period commencing July 1, 2012 ending June 30, 2013.
3. The total amount of this renewal shall not exceed \$187,500.
4. All other terms and conditions of the contract shall remain the same.

CONTRACTOR DATA AND SIGNATURE

Contractor Address: 2051 Kaen Rd, #367
Oregon City, OR 97045

Federal Tax ID # or Social Security #: _____

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership Corporation
 Nonprofit Other [describe here: _____]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract Amendment. I understand the Contract Amendment and agree to be bound by its terms.

Signature _____ Title _____

Name (please print) _____ Date _____

Department and County Attorney Approval and Review

Approved: Lillian Shirley / WS 5/12/12
Lillian Shirley, Health Department Director Date

Reviewed: N/A
Jacqueline A. Weber, Assistant County Attorney Date

May 31, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Facilities Use Agreement with
North Clackamas School District No. 12**

Clackamas County Community Health Division (CCCHD) of the Health, Housing and Human Services Department requests the approval a Facilities Use Agreement with North Clackamas School District No. 12.

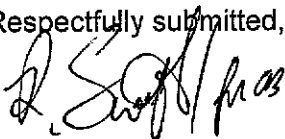
The purpose of this agreement is to provide space for the Women's, Infants and Children (WIC) program at the Wichita Community Services Building in Milwaukie to serve north Clackamas County.

CCCHD pays \$769.20 per month. The maximum value of the agreement is \$6,922.80. County Counsel reviewed and approved the original agreement on August 3, 2011. No County General Funds are involved. It is effective July 1, 2012 and terminates on June 30, 2013.

Recommendation

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

Respectfully submitted,



Cindy Becker
Director

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

FACILITIES USE AGREEMENT

WICHITA COMMUNITY SERVICES BUILDING

START DATE: July 01, 2012

END DATE: June 30, 2013

DISTRICT: North Clackamas School District No. 12 (ADistrict@)

PARTNER: Name: Clackamas County Community Health (ATenant@)
Address: 2051 Kaen Road, Suite 367
Oregon City, Oregon 97045
Phone: (503)655-8405
Fax: (503)655-8350
Contact: Dana Lord
E-Mail: danalor@co.clackamas.or.us

PREMISES: Wichita Community Services Building
Suite/Room/Area Room 1 ()

NATURE OF USE: Office of Educational Programming

RENT RATE: \$ 769.20 per calendar month

DEPOSIT AMOUNT: \$ N/A

INSURANCE LIMIT: Not less than \$1,000,000 CSL Commercial General Liability

GENERAL PROVISIONS B

- Term.* The Term is from the Start Date to the End Date, inclusive. No holding over is permitted. This lease may be terminated by either party, upon 30days' notice.
- Rent.* Rent is due on the first day of each month of the Term in advance. If the Term starts or ends with other than a full calendar month, the Rent for that month shall be prorated according to the number of days in said month.
- Deposit.* The Deposit is refundable within 30 days after termination of this Agreement. District shall have the right to offset against the Deposit any sums owing from Tenant to District not paid when due; any damages caused by Tenant=s default; the cost of curing any default by Tenant; and, the cost of performing any repair or cleanup that is Tenant=s responsibility. Offset against the Deposit shall not be an exclusive remedy in any of the above cases, but may be invoked by District, at its option, in addition to any other remedy provided by law or this Agreement for Tenant=s nonperformance. If an offset is

claimed by the District, Tenant will make whole the Deposit within 10-days of demand.

4. *Use.* Tenant shall use the Premises for no other purpose than stated herein without the District's prior written consent. Tenant has a nonexclusive right to the quiet use of the common areas of the Wichita Community Services Building (The Building), including the parking areas, in conjunction with the other tenants on a cooperative basis. Tenant shall not annoy, obstruct or interfere with the rights, privileges and quiet enjoyment of the District or other tenants of the Building. Tenant shall promptly comply with all applicable laws, ordinances, rules and regulations of any public authority. Tenant shall not conduct any activities that will increase Landlord's insurance rates for any portion of the Building or that will in any manner degrade or damage the condition or reputation of the District or the Building.

5. *Condition of Premises.* Except as otherwise expressly set forth in this Agreement, the Premises is accepted by Tenant in its *As is* condition, subject to any and all patent and latent defects and faults, without reliance upon any representation by District as to the condition or suitability of the Premises for any intended use or purpose by Tenant and without any representation or warranty by District as to its compliance with applicable laws, rules, regulations, and ordinances.

6. *Equipment.* Tenant shall use in the Premises only such equipment as is customary for Tenant's use and shall not overload the floors or electrical circuits of the Premises or Building or alter the plumbing or wiring of the Premises or Building. Landlord must approve in advance the location of and manner of installing any wiring or electrical, heat generating or communication equipment or exceptionally heavy articles.

7. *Exterior Signs and Devices.* No signs, awnings, antennas, or other apparatus shall be painted on or attached to the exterior or common areas of the Building, nor shall anything be placed on any window of the Premises or positioned so as to be visible from outside the Premises, by Tenant without the prior written approval of the District.

8. *Utilities and Services.* Landlord will furnish connection to the public power system and the central heating system during regular business hours. The Premises do not have air conditioning. Interruption of services or utilities shall not be an eviction or disturbance of Tenant's use and possession of the Premises, render the District liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Agreement. Tenant shall provide its own surge protection for power furnished to the Premises. Landlord will provide janitorial service for the common areas of the Building but not to the Premises. The District may impose a surcharge for utility usage exceeding normal office or classroom use.

9. *Maintenance and Repair.* Tenant shall maintain and repair the interior walls, floors and ceilings; the doors, windows, and related hardware; the light fixtures, switches and wiring; and, all other repairs to the interior of Premises, reasonable wear and tear excepted. Repair of damage to the Premises or the Building caused by negligent or intentional acts or breach of this Agreement by Tenant, its employees, or invitees, shall be at Tenant's expense. Landlord may erect scaffolding and other apparatus necessary for maintenance and repair. Landlord shall have no liability for interference with Tenant's use because of maintenance and repair. Landlord shall not unreasonably interfere with tenant's use because of maintenance and repair. Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of Tenant. Tenant shall not make any improvements, additions or alterations to the Premises, change the color of the interior, or install any wall or floor

covering without prior written approval from the District.

10. *Improvements.* Tenant may, at its expense, make such improvements to the Premises as it deems necessary from time to time for its operations with the prior written approval of the District. At the end of the Term or earlier termination of the tenancy, Tenant shall remove its equipment and improvements and will restore the Premises to substantially the condition existing on the Start Date, except for ordinary wear and tear.

11. *Access.* The District shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this Agreement, to perform necessary services, maintenance and repairs or alterations to the Building or the Premises. Except in case of emergency, such entry shall be upon one calendar day's advance notice and at such times and in such manner as to minimize interference with the reasonable use of the Premises by Tenant.

12. *Compliance with Laws.* Tenant shall substantially comply with all applicable laws relating to its possession and use of the Premises.

13. *Hazardous Substances.* Tenant shall not cause or permit any Hazardous Substance to be brought upon, spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant shall defend, indemnify and hold District harmless from any and all claims threatened or made in any way related to Hazardous Substances attributable to Tenant.

14. *Insurance Policies.* Tenant shall procure and thereafter during the Term of the Lease shall continue to carry insurance at Tenant's cost or shall alternatively maintain self-insurance funds in such an amount that is acceptable to Landlord. If Tenant elects to purchase insurance it shall be comprehensive general liability insurance from a responsible company approved by Landlord with limits of not less than \$2,000,000 CSL in a Commercial General Liability Policy (occurrence version). Such insurance or self-insurance fund shall cover all risks arising directly or indirectly out of Tenant's activities on the premises and shall name Landlord as an additional insured if applicable. Certificates or other proof evidencing such insurance or self-insurance fund and bearing endorsements requiring 30 days written notice to Landlord prior to any change or cancellation shall be furnished to Landlord at all times during the Term of this Lease.

15. *Security.* The District shall have no obligation to provide security service or to adopt security measures regarding the Premises, and Tenant shall cooperate with all security measures adopted by the District.

16. *Regulations.* The District shall have the right but shall not be obligated to make, revise and enforce regulations or policies consistent with this Agreement for the purpose of promoting safety, health, order, harmony, economy, cleanliness, and good service to all tenants of the Building, including moving, use of common areas, prohibition of smoking and other matters of public health, safety and quiet enjoyment. All such regulations and policies shall be complied with as if part of this Agreement. Without waiving or limiting the generality of the foregoing, Tenant will comply with the District's Policy and Standard Practice statement governing Community Use of School Facilities, as amended. In the event of a conflict between either the Policy or the Standard Practice and this Agreement, this Agreement shall control.

17. *Default.* Any of the following shall constitute a default by Tenant under this Agreement: (a)



COPY

Cindy Becker
Director

May 31, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment # 2 to an Agreement with Oregon Health & Science University to provide Consultation for Emergency Medical Services

The Clackamas County Community Health Division (CCCHD) of the Health, Housing & Human Services Department (H3S) requests the approval of amendment # 2 to an existing agreement with Oregon Health & Science University (OHSU), Department of Emergency Medicine for the continuation of consultation for Emergency Medical Services. Amendment # 2 extends the agreement through June 30, 2015 and adds fees to cover the extended period.

The agreement with OHSU provides on-line medical direction, trauma communications coordination, and central data collection. The Board last reviewed and approved this agreement on August 17, 2006.

Amendment # 2 adds \$88,630 to increase the total value of this agreement to \$247,159. No county general funds are involved. County Counsel reviewed and approved the initial agreement in August 2006. Amendment # 2 is effective July 1, 2012 and expires June 30, 2015.

Recommendation

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

Respectfully submitted,

Cindy Becker
Director

For information on this issue or copies of attachments,
please contact Emily M. Zwetzig/H3S Office of Business Services at (503)742-5318.

May 31, 2012

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Professional, Technical, and Consultant Service Contract with FolkTime, Inc. to Provide Peer Support Services

Clackamas County Behavioral Health Division of the Health, Housing and Human Services Department (H3S) requests the approval of a Professional, Technical, and Consultant Service Contract with FolkTime, Inc. to provide peer support services.

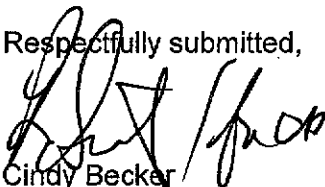
FolkTime, Inc. will provide peer support services to consumers at the Stewart Community Center in Oregon City. Peer Support Services are recovery-oriented and include companion care, transportation, activity coordination, problem solving, medication reminders, and communication skills development for individuals with psychiatric disabilities. These services with this contractor have not previously been reviewed by the Board.

The maximum contract value is \$287,107. County Counsel has reviewed and approved this contract as part of the H3S contract standardization project. No County General Funds are involved. It is effective June 1, 2012 and terminates on May 31, 2013.

Recommendation

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

Respectfully submitted,


Cindy Becker
Director

For information on this issue or copies of attachments,
Please contact Emily M. Zwegig/H3S/Office of Business Services at (503) 742-5318.

Healthy Families. Strong Communities.

2051 Kaen Road #239, Oregon City, OR 97045 • Phone: 503-650-5697 • Fax: 503-655-8677 • www.clackamas.us

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT

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

I. SCOPE OF SERVICES

- A. CONTRACTOR agrees to provide peer support services as more fully described in Exhibit A at the following sites:
- **Clackamas County Stewart Community Center** located at 1002 Library Court in Oregon City, Oregon
 - **Adult Services Team** located with the Clackamas County Mental Health Organization
- B. CONTRACTOR agrees to submit all employees who support this contract work to criminal background checks. Only employees who have successfully passed criminal background checks will be allowed to work on-site.
- C. CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the CONTRACTOR acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CONTRACTOR and CONTRACTOR's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of client records or other client identifying information.
- D. Services required under the terms of this agreement shall commence **June 1, 2012**. This agreement shall terminate **May 31, 2013**.

II. COMPENSATION AND RECORDS

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

Total payment for peer support services provided at **Stewart Community Center** and with the **Adult Services Team** based on actual cost shall not exceed **\$287,107**.

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

CONTRACTOR shall submit monthly invoices by the 30th of the month following the month services were delivered. Invoices will reflect actual cost of services. Invoices shall include an expenditure report. CONTRACTOR shall submit monthly reports as more fully described in Exhibit A. Invoices and reports shall be submitted to:

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

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

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

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

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

III. MANNER OF PERFORMANCE

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

IV. GENERAL CONDITIONS

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

1. Commercial General Liability

Required by COUNTY

Not required by COUNTY

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

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

2. **Commercial Automobile Liability**

Required by COUNTY

Not required by COUNTY

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

3. **Professional Liability**

Required by COUNTY

Not required by COUNTY

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

4. **Additional Insured Provisions**

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

5. **Notice of Cancellation**

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

6. **Insurance Carrier Rating**

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

7. **Certificates of Insurance**

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

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF WORK

1. CONTRACTOR agrees to work in conjunction with Clackamas County Behavioral Health Division to promote a recovery oriented treatment system that focuses on hope, choice, personal responsibility, and self management.
2. CONTRACTOR agrees to accomplish the following work under this contract to provide Peer Support Services to consumers, using a Peer Support Team model, working in collaboration with service teams at the following service sites:
 - **Clackamas County Stewart Community Center** located at 1002 Library Court in Oregon City, Oregon
 - **Adult Services Team** located with the Clackamas County Mental Health Organization
3. CONTRACTOR will provide one FTE Program Manager
4. CONTRACTOR will provide four part-time Team Leaders equaling two FTEs per week. Team Leaders will:
 - a. assist individuals already living in their community within Clackamas County and other individuals who will be discharging from the Oregon State Hospital, returning to their community within Clackamas County
 - b. assist individuals with one-on-one, self-directed, person-centered life planning
 - c. will work as an advocate within the treatment planning team of the individual request this support
 - d. support dually diagnosed individuals working toward mental wellness and addiction recovery:
 - Assist in accessing 12-step programs, support groups and other resources available in the community as requested by the individual
 - Provide referrals to other peer support resources as appropriate and requested by the individual
 - e. assist and support individuals with problem solving
 - f. assist and support individuals to develop community and peer relationships
 - g. assist in addressing other issues as identified by the individual
 - h. provide a variety of peer activities, including but not limited to, arts, performing arts, physical and spiritual activities
 - i. work in collaboration with the Supported Employment Program through the Stewart Community center
 - j. work in collaboration with Clackamas County's Peer Services Coordinator to develop partnerships with the Veteran's Administration for planning of Peer Services for Veterans in Clackamas county
 - k. participate in staff meetings, as needed

STANDARDS OF WORK

1. Peer Support Specialists will use a whole health approach not only addressing issues of mental health and addiction, but spiritual and physical health as requested by the individual.
2. Write a brief note for each service provided to an individual indicating progress toward goals set by the individual.
3. Peer Support Specialists may provide documentation of services provided via the COUNTY's electronic record system if the COUNTY program chooses to utilize Medicaid billing for peer services provided.
4. COUNTY will be responsible to provide training to CONTRACTOR as necessary for CONTRACTOR to provide documentation via the COUNTY's electronic records system.
5. Collaborate with COUNTY and other service providers to encourage communication and collaboration regarding the individual's success in attaining their self-directed life goals.
5. Peer Support Specialists may receive co-supervision if Medicaid billing is utilized within the COUNTY program for peer services: peer supervision provided by CONTRACTOR and clinical supervision provided by a Qualified Mental Health Professional located within the COUNTY program.

REPORTING REQUIREMENTS

Reports shall be submitted quarterly and invoices shall be submitted monthly. Reports and invoices shall be submitted to COUNTY no later than thirty (30) days following the end of each quarter and calendar month respectively after services are delivered. Due dates for reports and invoices are as follows:

Reporting Schedule

| | | |
|-------------------------------|---|------------------------|
| 1st Quarter | June, 2012 through August 31, 2012 | Due September 30, 2012 |
| 2nd Quarter | September 1, 2012 through November 30, 2012 | Due December 31, 2012 |
| 3rd Quarter | December 1, 2012 through February 28, 2013 | Due March 31, 2013 |
| 4th Quarter | March 1, 2013 through May 31, 2013 | Due June 30, 2013 |

Invoicing Schedule

| | | |
|----------------|--|------------------------|
| Month 1 | June 1, 2012 through June 30, 2012 | Due July 30, 2012 |
| Month 2 | July 1, 2012 through July 31, 2012 | Due August 31, 2012 |
| Month 3 | August 1, 2012 through August 31, 2012 | Due September 30, 2012 |
| Month 4 | September 1, 2012 through September 30, 2012 | Due October 31, 2012 |
| Month 5 | October 1, 2012 through October 31, 2012 | Due November 30, 2012 |
| Month 6 | November 1, 2012 through November 30, 2012 | Due December 31, 2012 |
| Month 7 | December 1, 2012 through December 31, 2012 | Due January 31, 2013 |
| Month 8 | January 1, 2013 through January 31, 2013 | Due February 28, 2013 |

| | | |
|-----------------|--|--------------------|
| Month 9 | February 1, 2013 through February 28, 2013 | Due March 31, 2013 |
| Month 10 | March 1, 2013 through March 31, 2013 | Due April 30, 2013 |
| Month 11 | April 1, 2013 through April 30, 2013 | Due May 31, 2013 |
| Month 12 | May 1, 2013 through May 31, 2013 | Due June 30, 2013 |

Quarterly Reports shall include the following:

1. CONTRACTOR shall submit shift logs indicating:
 - a. Total number of hours worked per week for Team Leaders
 - b. Location of services (i.e. clinic, community, hospital)
2. CONTRACTOR shall submit a report of individuals served under the contract. The report shall include:
 - a. Number of individuals served through referral from Stewart Community Center
 - b. Number of individuals served through referral from Oregon State Hospital
 - c. Number of individuals served through referral from Clackamas County Adult Services Program
 - d. Number of new individuals served each quarter
 - e. Number of individuals who concluded support services in the quarter
3. CONTRACTOR will collect data from people served under this contract. Both parties acknowledge that data collection may not always be possible i.e. incorrect contact information, people exercising privacy rights, people not returning for services, etc.
4. CONTRACTOR shall submit a report summarizing the experience of services provided as reported by individuals served. This report shall include, but is not limited to, the following indicators:
 - a. Was a person-centered planning process completed?
 - b. Has the individual entered or returned to a higher level of care or placement, i.e. hospital, residential, corrections, etc.?
 - c. Does the individual report he or she would have returned to or been served in a higher level of care if not for Peer Services?
 - d. Does the individual agree the referral process to Peer Services was seamless and timely?
 - e. Does the individual report his/her quality of life improved overall?
 - f. Does the individual feel accepted in the community?
 - g. Does the individual report there has been an increase in overall wellness (whole health)?
 - h. Does the individual report an increase in natural supports?
5. CONTRACTOR shall report the number of trainings, workshops, or outreach activities attended or provided during the quarter. This report shall include, but is not limited to, the following:

- a. Number of continuing education or training programs attended by Peer Services staff and/or individuals being served
- b. Number of outreach activities conducted to inform individuals about Peer Support Services available to them
- c. Number of outreach activities conducted to inform community partners and referral sources about the role of Peer Support Specialists and the Support Services available
- d. Number of trainings, workshops, support groups, and activities provided to individuals being served

Reports shall be submitted to:

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

Or by electronic submission: alinfoot@co.clackamas.or.us

EXHIBIT B

FY 2012 FINANCIAL TRANSACTIONS AND AUDIT REQUIREMENTS

As required by OMB Circular A-133, COUNTY has identified CONTRACTOR as a sub-recipient of federal funds. This contract is fully funded with MHS 20 funds under Block Grants for Community Mental Health Services (CFDA 93.958). If CONTRACTOR's independent auditor determines that an A-133 audit is required, the federal dollars included in this agreement must be considered for inclusion in Schedule of Expenditures of Federal Awards.

Please submit your completed A-133 audit report, including your responses to findings and corrective action taken within nine (9) months of fiscal year end (i.e. FY 2011-12 audit report is due to COUNTY by March 31, 2013).

CONTRACTOR is additionally required to provide comprehensive written Financial Policies and Procedures (refer to Exhibit C for specific topics) no later than November 1, 2011.

COUNTY will perform a full scope review after 90 days of the contract effective date. CONTRACTOR will receive written notice two weeks in advance of review.

If CONTRACTOR fails to comply with these contract terms, COUNTY may exercise its right to terminate under Section IV.D.1.d. of this agreement.

EXHIBIT C

SUBRECIPIENT TERMS AND CONDITIONS

CONTRACTOR will comply with all established standards and requirements described below. All references to federal and state laws, county policies and procedures, and accounting and auditing standards are references which may be amended from time to time.

FEDERAL REQUIREMENTS

Specific statutes and authoritative guidelines include: the Single Audit Act and OMB Circular A-133, OMB Circular A-122, OMB Circular A-102, OMB Circular A-87, OMB Circular A-110 and FAR 31.2.

The Single Audit Act requires COUNTY to “monitor the activities of sub-recipients as necessary to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved.”

OMB Circular A-133 requires agencies that pass federal dollars on to contractors to:

- Determine that contractors have met the audit requirements of applicable OMB Circulars;
- Determine that contractors have spent federal assistance funds in accordance with applicable laws and regulations;
- Ensure that appropriate corrective action of noncompliance is taken within six months of discovery;
- Consider whether contractor audits necessitate adjustment of the county's own records; and
- Require contractors to permit independent auditor's access to records as necessary to comply with applicable OMB Circulars.

COUNTY has developed the following contractor monitoring system and financial procedures to comply with the Single Audit Act, Oregon Administrative Rules and accounting industry standards and practices.

A “sub-recipient” is defined in OMB Circular A-133, Section 105, as “a non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.” A sub-recipient may also be a direct recipient of federal awards under other agreement or programs. For example, a nonprofit organization may be considered a recipient, pass-through entity, sub-recipient, and/or a vendor under different federal award programs.

Federal awards expended as a recipient or sub-recipients are subject to audit under OMB Circular A-133. OMB Circular A-133 and the Single Audit Act of 1996 require primary recipients of Federal awards to monitor sub-recipients.

ACCOUNTING REQUIREMENTS

All contractors are subject to relevant accounting industry standards and pronouncements, as well as federal standards cited in this document. Contractors are responsible for determining and adhering to the appropriate accounting industry guidelines for their organization, both for maintenance and audit of accounting records.

Contractors receiving Oregon Health Authority, Addictions and Mental Health Division: Mental Health Services funds are subject to OAR Division 13 “Accounting and Business Practices”.

ACCOUNTING AND BUSINESS PRACTICES

REVENUES

Separate revenue accounts must be maintained for each type of revenue listed in the contractor's approved budget. Examples: State payments, federal payments, interest and rent. Contract funds must be on deposit in local banking institutions.

EXPENSES

- Accounting records must be retained for at least 3 years following the completion of the fiscal year, or the finalization of an audit, whichever is later.
- Reports reflecting the distribution of labor of each employee must be maintained for all staff members, professional and nonprofessional, whose compensation is charged in whole or in part to Addictions and Mental Health Division funds.
- Compensation for services may be charged for services rendered during the period of performance, provided the compensation is allowable to the extent it meets the specific requirements of OMB Circular A-87, OMB Circular A-122, or OMB Circular A-110 and is reasonable to the extent it is comparable to that paid for similar work in the labor market.
- All charges of time (hourly charges) must be supported by personnel activity reports or equivalent documentation (timesheet) which reflects an after-the-fact distribution of the actual activity of the employee, the total activity of the employee, are prepared at least monthly coinciding with one or more pay periods and are signed by the employee, or by a responsible supervisory official having direct knowledge of the activities performed by the employee.
- Any person being compensated for services to a service provider who is not an employee of the organization shall have a written contract with the services provider. The contract shall set forth the specific services being purchased, the contract time period, the rate at which compensation will be paid and an hourly rate where applicable.
- Allowable expenditures include only those expenses that clearly support the delivery of services and show a clear and direct benefit to the COUNTY's contracted program. Disallowed expenditures will include: staff food/beverages (unless direct program benefit documented), alcoholic beverages, staff incentives/appreciation gifts, gift cards for any purpose beyond program participant incentives/assistance, and other expenditures that do not meet the criteria of allowable in accordance with OMB Circular A-87 or OMB Circular A-122, direct benefit or are not clearly supported by original documentation.
- All allowable travel expenses shall be supported by a system of authorized trip reports, receipts, and/or other documentation. Travel expenditures must be approved by the Agency Director.
- Mileage will be reimbursed at the current rate of .555, for mileage incurred directly and necessarily in the delivery of services. Invoices claiming reimbursement of mileage must document the purpose of the travel miles traveled, and the current rate reimbursement rate.
- Gift cards for program participants must be reasonable in amount and frequency. Issuance of gift cards must be documented as to amount, purpose, and recipient name or identification. Gift cards will be accounted for using an inventory system and secured from unauthorized access or theft.
- Charges for items in excess of \$1,000 must specify the location where services or supplies were delivered.
- Unless otherwise specified by contract, items may not be purchased directly or indirectly with COUNTY funding.

ACCOUNTING RECORDS

Fiscal records should be maintained in a local facility for review. Records maintained outside of Oregon are subject to review with the provider bearing the expense of the COUNTY reviewer's travel costs. This includes but is not limited to airfare, ground transportation, lodging and meals. The following required accounting records must be retained for at least three years following the completion of the applicable fiscal year:

- Chart of Accounts: an index of account names and numbers as shown in the general ledger. Must include revenue, expense and related asset, liability and equity or fund balance accounts.
- A narrative of the chart of accounts that defines all line items.
- Canceled checks, warrants or vouchers accounting for expenses. Original receipts and invoices are required as supporting documentation.
- Check, warrant or voucher register for each bank account in sequential, numerical, chronological order.
- Documentation and approval for travel expenses.
- Payroll register showing amounts for gross wages and salaries, payroll deductions, allocations to cost centers, and records of fringe benefits.
- Certification of payroll: an accurate method to verify employees' rate of pay and time periods employed with the signature of an authorized manager.
- Signed employment application, with dishonesty clause, for each person employed by the service provider.
- Subsidiary ledgers as needed for detail that is too cumbersome to post to the general ledger.
- Quarterly comparison of expenses and revenue versus approved budget for current period and year-to-date.
- Copies of bank deposit slips with adequate back up documentation/paper trail.
- Receipts book listing fees in cash and checks from clients, donations and other sources of revenue.
- Monthly expense reports and work sheets supporting any monthly expense report or invoices submitted to COUNTY.
- Accounts payable; e.g. a list of all unpaid bills
- Accounts Receivable:
 - Documentation of revenues expected and received.
 - Documentation of client revenue billed; a record for every client served, even if no payment is expected. The staff person making each fee determination must be identified.
- Accounts Payable and Accounts Receivable aging reports.
- An inventory system for capital equipment showing location of item, item number (or serial number), description of property, acquisition date, cost, source of acquisition, percentage of contract funds used in purchase, whether the item was new or used at purchase, and purchase invoice and payment receipt. For donated items, the Fair Market Value at time of the donation should be included instead of the cost.
- Depreciation schedules, updated at least annually. For contract reporting purposes, depreciation should not be shown for capital purchases made with start-up or one-time-only contract funds, as these are effectively fully depreciated in the year of purchase.
- Written, executed contracts for all personal services provided by non-employees, and other types of contractual agreements, specifying services, duration and rate of compensation.
- Monthly cash reconciliations for each bank account from the bank statement to the general ledger.
- Separate documentation file of start-up expenses for each project funded by COUNTY, if applicable.

- If petty cash funds are maintained: for each replenishment check written to petty cash, a reconciliation summary sheet itemizing each expenditure and summarizing expenses by general ledger account number, with attached original receipts totaling to the amount of the replenishment check.
- Current organization chart.
- Basis information for depreciated items must be kept for as long as the item is being depreciated, followed by the three-year clause.
- IRS or other regulations may specify a longer retention period for specific records (e.g. 4 years for Personnel/employment taxes).

FINANCIAL POLICIES AND PROCEDURES

COUNTY requires written policies and procedures, in accordance with generally accepted accounting principles (GAAP), and OARs.

Following is a list of topics that should be addressed in an organization's Financial Policies and Procedures manual:

- Audit findings and timely resolution
- Budgeting
- Cash Disbursements
- Cash Flow Management
- Cash Receipts
- Fraud and Embezzlement
- Petty Cash
- Control system to safeguard cash and negotiable instruments
- System for tracking small "attractive" items (cameras, VCRs, etc.) and equipment
- Client Billings
- Client Funds
- Contractual Agreements
- Employee Reimbursements
- Property Management System for Capital Assets, including depreciation, property maintenance procedures, and control systems to safeguard property purchased with contract funds
- Payroll
- Purchase Authorizations
- Reporting
- Records Retention
- Updating Policies and Procedures
- Travel authorizations and employee reimbursements
- Administrative and/or Indirect Cost allocations
- Security and back-ups for computerized accounting systems
- Start-up funds

Not all of the above policies and procedures may be applicable to all contractors.

FISCAL COMPLIANCE REVIEWS

All contractors will be subject to county review, even if they are also required to submit Annual and/or Federal A-133 audits.

This review is not intended to replace or duplicate an audit by a qualified external auditor. It is a systems review of current business and accounting practices only, targeted toward specific compliance requirements.

Contractors are responsible for ensuring that all records specified or referred to in the checklists provided in advance of the review are available for examination by COUNTY staff on the date of the review. Contractors will be contacted to schedule reviews at least two weeks in advance.

FREQUENCY OF FISCAL COMPLIANCE REVIEWS

It is the COUNTY's intention for Contractors to be reviewed as frequently as deemed necessary by reviewing the following conditions:

- the annual audit is in conformity with applicable standards of COUNTY and OMB Circular A-133;
- the audited financial statements, management letter and their accompanying notes, letters, reports and schedules provide the following necessary assurances:
 - no ongoing concerns;
 - negative assurances concerning contractor internal controls;
 - no other items in the notes to the financial statements or the management letter that may be cause for concern
- no changes have occurred in organization management which, in the opinion of COUNTY, might result in significant changes in the organization's accounting system;
- the results of previous fiscal compliance reviews

In addition, COUNTY may consider the following:

- Limited-scope audits
- Schedule site visits
- Review sub-recipient reports
- Require prior approval for certain activities
- Require third-party evaluations
- Provide technical assistance and training
- Follow sub-recipient coverage in the news
- Interviews or survey staff, board members,



COPY

Cindy Becker
Director

May 31, 2012

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Renewal Intergovernmental Agreement with the Oregon Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) to Support the Volunteer Connection's SHIBA Program in Providing Information, Counseling and Assistance to Seniors and Other Medicare Recipients on Health Insurance Matters

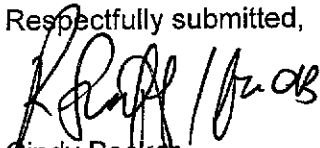
The Social Services Division of the Health, Housing and Human Services department requests approval of a Renewal Intergovernmental Agreement with Oregon Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) Program to support the activities of the Volunteer Connection's SHIBA Program in providing information, counseling and assistance to seniors and other Medicare recipients on health insurance matters.

The Volunteer Connection program of Clackamas County Social Services has operated the SHIBA program for several years. This program is designed to educate seniors and other Medicare recipients about their rights, resources and needs relating to their Medicare and other health insurance. The program provides education through the fraud hotline and at large group presentations. In addition, Information is made available during public outreach events, such as the Clackamas County Fair and Medicare enrollment events. Information presented has included preventing Medicare fraud, identity theft and do-not-call registration. These services are invaluable to our senior and disabled citizens and provide a much-needed resource for our most vulnerable populations.

Total amount of the agreement is \$16,000 for a one year period from April 1, 2012 through March 31, 2013. The agreement was received from the state office on May 12, 2012. The original agreement was reviewed by County Counsel on April 19, 2011. There are no Matching Funds nor County General Funds involved.

Recommendation

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

Respectfully submitted,

Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Brenda Durbin at (503) 655-8641

SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1213-3

understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.

3. Subgrantee will increase and enhance beneficiary access to a counselor work force that is trained, certified and fully equipped and proficient in providing the full range of services including enrollment assistance in appropriate benefit plans, and continued enrollment assistance in prescription drug coverage.
4. Subgrantee will participate in CMS education and communication activities, as required by SHIBA, to assure that SHIP counselors are equipped to respond to both Medicare program updates and a rapidly changing counseling environment and to provide CMS with information about the support and resources that SHIPs need to provide accurate and reliable counseling services.

II. TERM OF AGREEMENT

This Agreement shall become effective on the date at which every party has signed this Agreement. This Agreement shall expire on **March 31, 2013** unless amended, terminated early in accordance with section VI, or if funds are no longer available.

III. STATEMENT OF WORK

The Subgrantee shall:

1. Provide counseling and assistance to Medicare eligible individuals in need of health insurance information including:
 - a. Information that may assist individuals in obtaining benefits and filing claims under Titles XVIII and XIX of the Social Security Act.
 - b. Policy comparison information for Medicare supplemental policies (as described in section 1882(g)(1) of the Social Security Act, as amended) and information that may assist eligible individuals with filing claims under such Medicare supplemental policies.
 - c. Information regarding long-term care insurance.
 - d. Information regarding Medicaid programs, including Medicare Savings Programs.
 - e. Information regarding other types of health insurance benefits that may be provided to eligible individuals in the State.
 - f. Information regarding all Medicare health insurance coverage options.
2. Conduct outreach programs to provide health insurance information, counseling and assistance to eligible individuals, including an emphasis on reaching vulnerable, isolated and non-English speaking seniors. In achieving these efforts, the Subgrantee shall:
 - a. Provide counseling to a greater number of individual beneficiaries unable to access other channels of information or needing and preferring locally-based individual counseling services.

SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1213-3

- b. Create more counseling resources and locations that are locally accessible to low-income, dual eligible, and hard-to reach beneficiaries, including rural communities.
 - c. Increase targeted outreach in order to provide access to counseling to low-income, dual-eligible, and hard-to-reach populations.
 - d. Provide educational materials as necessary to assist in achieving these standards.
3. Develop systems of referral to appropriate Federal or State departments or agencies that provide assistance with problems related to health insurance coverage (including legal problems).
4. Assure full accessibility of SHIBA services to all categories of Medicare eligible individuals, including the aged, disabled, and end stage renal disease patients. SHIBA services are to be provided without discrimination on the basis of race, color, national origin, disability, age, sex, or income. Reasonable efforts must also be made to accommodate eligible individuals with existing barriers that limit their access to information, e.g. language, visual, hearing or speech impairments, physical accessibility, literacy, and location.
5. Establish a sufficient number of staff positions (including volunteers) necessary to provide the services of a health insurance information, counseling and assistance program.
6. Request, as necessary, federal Unique Identifiers for staff and volunteers through state SHIBA office. Maintain copies of signed confidentiality agreements for individually assigned Unique IDs.
7. Assure that local SHIBA staff and volunteers have no conflict of interest in providing health insurance information, counseling and assistance, and agree to abide by the SHIBA Confidentiality and Conflict of Interest policy for safeguarding confidential beneficiary information.
8. Collect and disseminate timely and accurate health insurance information to staff members (including volunteers).
9. Utilize state and federal training program materials as part of the training program for staff members (including volunteers). Conduct a certification review to ensure staff and volunteers are trained in accordance with their job duties. Conduct continuing education to ensure staff and volunteers are up to date in the knowledge necessary to complete their duties.
10. Recruit and screen the staff and volunteer workforce for the program. As such, the Subgrantee shall:
 - a. Provide formal training opportunities for SHIBA coordinators and volunteers utilizing state and federal training materials, at times including the preparation of copies of materials.

- b. Ensure completion of the volunteer application form, federal fingerprint-based criminal background check and confidentiality/non-conflict of interest forms for all volunteers.
 - c. Ensure that all volunteers who provide one-to-one counseling and education seminars have satisfactorily completed extended training and volunteers of all other job descriptions have satisfactorily completed basic training.
 - d. Ensure that all volunteers have satisfactorily completed their certification and notify the state SHIBA office upon the completion of all training (e.g. on-line training, 2-day New Volunteer Training and 10 hours of job-shadowed counseling sessions).
 - e. Implement quality assurance protocols within the program.
 - f. Provide up-to-date resources, information, and training libraries (either in paper or electronic) to local volunteers.
 - g. Create and support full local volunteer access to Internet-based information, training materials, counseling, and enrollment tools as necessary.
 - h. Train volunteers on the use of Internet-based counseling, SHIBA program tools, and Internet-based enrollment tools.
 - i. Solicit direct feedback from counselors to determine if the training and support materials they receive are helpful in counseling activities.
 - j. Ensure that any notices from state or federal resources are delivered and explained to counselors in a timely manner.
 - k. Be responsible for the actions of the volunteers.
11. Ensure that SHIBA services are publicized to Medicare beneficiaries throughout the program area. Maintain contact with the community, including distributing literature and speaking at public gatherings to promote SHIBA.
12. Sponsor at least one recognition event annually for SHIBA volunteers at a minimal cost.
13. Increase SHIBA participation in CMS education activities. The Subgrantee shall:
- a. Ensure SHIBA Coordinator and Volunteers access to training materials through registration on www.shiptalk.org.
 - b. Ensure that the SHIBA Coordinator sends local event information and outreach activities to the state SHIBA office for posting to the state SHIBA website calendar of events.
 - c. Ensure contact information for the Subgrantee on www.shiptalk.org is accurate and current.
14. Respond to constituent requests for information or assistance in a timely fashion (the standard is within two (2) business days).
15. The Subgrantee shall make available to SHIBA copies of all publications, intake forms, training materials, systems, items developed and samples of any forms used by the Subgrantee to provide these services. The Subgrantee agrees to grant the Federal Government, the Centers for Medicare and Medicaid Services (CMS), royalty-free,

non-exclusive and irrevocable rights to reproduce, publish or otherwise use, and authorize others to use the items.

16. All SHIBA materials published by the Subgrantee shall include the acknowledgement that "This publication has been created or produced by Subgrantee (official name) with financial assistance, in whole or in part, through a grant from the Centers for Medicare and Medicaid Services, the Federal Medicare agency." The Subgrantee shall use the SHIP logo and tagline on grant related publications. The Subgrantee shall also state that "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the HHS and SHIBA."
17. Ensure program/agency representation at SHIBA Coordinator meetings/trainings/conference calls.
18. Develop a local program work plan collaboratively with State SHIBA office staff to at minimum meet the performance benchmarks for the eight (8) National SHIP Performance Measures provided by CMS. The performance measure period is July 1 through June 30 of each year. Individual Subgrantee and statewide performance reports will be provided annually by the SHIBA Program Manager.
19. The Subgrantee shall establish the capability to send and receive e-mail and to access and download Internet published information in the provision of SHIBA services.
20. State SHIBA will monitor and assess programmatic records, reports and activities under this Agreement and a work plan will be developed to determine the effectiveness and efficiency of service delivery. State SHIBA and CMS or the appropriate designee shall have ready access to all reports and records relating to this Agreement, subject to the maintenance of client confidentiality required by all governing entities.
21. The Subgrantee is required to notify the SHIBA Program Manager of any changes in key personnel, contact information, or other significant administrative changes immediately upon learning of the change. This includes, but is not limited to, notification of inactive or terminated volunteers and changes to permissions for Unique IDs issued.
22. Enter the following into Shiptalk National Performance Report (NPR), located on the web at <https://shipnpr.shiptalk.org/Default.aspx> , on a monthly basis and no later than the following quarterly due dates: July 31 (Apr./May/June) October 31 (July/Aug./Sept.) January 31 (Oct./Nov./Dec.) April 30 (Jan./Feb./Mar.).
 - a. Data for all Client Contacts
 - b. Data for all Public and Media Activities

23. Provide Resource Report data to the state SHIBA office by April 30 of each grant year for incorporation into the state's Annual Resource Report required by CMS. A Microsoft Excel template will be provided to Subgrantee by the state SHIBA office prior to reporting due date.
24. Provide the SHIP Director or Designee information regarding upcoming events on a monthly basis and no later than the 10th day of the month prior to the event.
25. Provide information for input into the SHIP Grant Mid-term Report by September 15 of each year. Report form will be provided by the SHIP Director. The Mid-term progress report covers the period of April 1 through August 31 of each grant year.
26. The Subgrantee will assume responsibility for the accuracy and completeness of the information contained in all documents and reports.
27. All records pertaining to the SHIP grant including NPR data shall be retained as described in 45 Code of Federal Regulation (CFR) Section 92.42. Copies or other facsimiles of program records, such as electronic media, are acceptable substitutions for original documents.
28. Financial reports shall be required in accordance with State and Federal grant policies and procedures.

IV. CONSIDERATION AND USE OF FUNDS:

- a. SHIBA agrees to pay the Subgrantee **\$8,000** on a semi-annual reimbursement basis for providing local SHIBA counseling services for **Clackamas County** and for the performing the duties and responsibilities outlined under this Agreement. **\$16,000** is the not to exceed amount under this agreement. This payment shall be the sole monetary obligation of SHIBA, and the obligation to pay is limited by the provisions of Section VII, Termination. Payment of all federal, state, county or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the Subgrantee.
- b. Subgrantee will not submit invoices for, and SHIBA will not pay any amount in excess of the maximum compensation amount set forth above. SHIBA will make interim payments to the Subgrantee following the review and approval of invoices submitted by Subgrantee.
- c. The Subgrantee agrees to submit final invoice for work completed under this Agreement not later than 30 days after expiration date of this Agreement.
- d. All invoices shall be submitted to:
SHIBA
Attn: Lisa Emerson
350 Winter ST. NE, Rm. 330
Salem, Oregon 97301
- e. All invoices shall itemize and explain all expenses for which reimbursement is claimed.

- f. Payment of all invoices is subject to the approval of SHIBA.
SHIBA certifies that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within the SHIBA's current appropriation or limitation.
- g. SHIBA must use the funds as described in the State Health Insurance Assistance Program annual grant funding opportunity announcement #HHS-2012-CMS-CONT-SHIP. If SHIBA uses these funds for any purpose other than those awarded, then SHIBA may be required by to return the funds to the United States Treasury. Therefore, Subgrantee shall not use any amount of funds SHIBA pays to Subgrantee under this Agreement in a manner that could trigger the SHIBA's obligation to return the funds.

V. TRAVEL AND OTHER EXPENSES

SHIBA shall allow for travel expense reimbursement under this agreement up to \$500.00

VI. AMENDMENTS

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended except by written instrument signed by both parties. This Agreement may be extended upon written amendment. The Agreement not to exceed amount may be increased to reflect any authorized extension period.

VII. TERMINATION

This Agreement may be terminated by mutual consent by both parties or by either party upon thirty (30) days' notice, in writing.

VIII. NON-PERFORMANCE

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against. Either party may terminate the Agreement, effective with the giving of written notice, after determining such delays or failure will reasonably prevent successful performance in accordance with the terms of this Agreement.

IX. ALTERNATIVE DISPUTE RESOLUTION

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

X. INSURANCE

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Subgrantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Subgrantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Subgrantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Subgrantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Subgrantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Subgrantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Subgrantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Subgrantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Subgrantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

XI. Subgrantees

Subgrantee shall take all reasonable steps to cause its subgrantee(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subgrantee or any of the subgrantees, officers, agents, employees ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Subgrantee from and against any and all Claims.

XII. Subgrantee Insurance Requirements

Subgrantee shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under agreement between Subgrantee and (the "contractor"), and ii) maintain the insurance in full force throughout the duration of the agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Subgrantee shall not authorize contractors to begin work under the agreement until the insurance is in full force. Thereafter, Subgrantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subgrantee shall incorporate appropriate provisions in the agreements permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the agreements as permitted by the agreements, or pursuing legal action to enforce the insurance requirements. In no event shall Subgrantee permit a contractor to work under a agreement when the Subgrantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Subgrantee directly enters into an agreement.

XIII. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.

XIV. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

Subgrantee shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Agreement or to Subgrantee's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time. Unless exempt, Subgrantee shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Subgrantee, or to the Services or deliverables, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

a. Audits

Subgrantee shall comply and, if applicable, cause subcontractors or subgrantees to comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations" as implemented by 45 CFR 92.26. The SHIBA reserves the right to audit, at the SHIBA's expense, all records pertinent to this Agreement.

b. Miscellaneous Federal Provisions

Subgrantee shall comply and cause all subcontractors or subgrantees to comply with all federal laws, regulations, and executive orders applicable to the Agreement. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated:

1. Age Discrimination Act of 1975,
2. Civil Rights Act of 1964 (Title VI),
3. Controlled Substances; Education Amendment of 1972 (Title IX),
4. Public Health Security and Bioterrorism Preparedness and Response Act, Rehabilitation Act of 1973 (Section 504),
5. USA PATRIOT Act,
6. Americans with Disabilities Act of 1990,
7. Clean Air, Clean Water, EPA Regulations,
8. Energy Efficiency,
9. Truth in Lobbying,
10. Resource Conservation and Recovery,
11. Debarment and Suspension,
12. Pro-Children Act,
13. 15 CRF Part 14 , and
14. Office of Management and Budget (OMB) Circulars A-110 and A-122
15. Trafficking in Persons

XV. PARTNERSHIP

Neither party is, by virtue of this Agreement, a partner nor joint venture in connection with activities carried out under this Agreement, and shall have no obligation with respect to the other party's debts or any other liability or obligation of the other party of whatever kind of nature.

XVI. NO WAIVER OF CLAIMS

The failure by either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or of any other provision or provisions of this Agreement.

XVII. CONFIDENTIAL INFORMATION

Subgrantee shall comply with ORS 646A and require subcontractors or subgrantees to comply with the information security requirements imposed under this section. "Information Asset" means all confidential information in any form (e.g., written, verbal, oral or electronic) which SHIBA determines requires security measures, including confidential information created by SHIBA, gathered for SHIBA, or stored by SHIBA for external parties.

All requirements imposed on Subgrantee under this section 5 shall also apply to its officers, employees, agents and subcontractors that have access to any SHIBA information computer system or other SHIBA Information Asset, and Subgrantee shall include these requirements in any subcontract that may provide such access by a subcontractor, its officers, employees or agents to any SHIBA computer system or other SHIBA Information Asset. Subgrantee shall:

Cooperate with SHIBA in identifying Information Assets that will be utilized in the performance of Services or for the delivery of Goods and applicable security measures that will be undertaken to protect the Information Assets, and provide updated information to SHIBA within fourteen (14) calendar days of the date such information changes for any reason;

Implement security measures that reasonably and appropriately provide administrative, physical and technical safeguards that protect the confidentiality, integrity and availability of the Information Assets that it creates, receives, maintains or transmits on behalf of SHIBA. Subgrantee security measures must be documented in writing and be available for review by SHIBA upon request. SHIBA's review of the reasonableness of security measures, as well as Subgrantee's compliance with SHIBA's assigned access control or security requirements, will take into account Subgrantee's physical, administrative, and technical capabilities related to security measures and the potential risk of unauthorized use or disclosure of Information Assets by Subgrantee, its officers, employees, agents or subcontractors.

Prevent any unauthorized access to or disclosure of SHIBA's information systems and information assets;

Take necessary actions to comply with SHIBA's determinations of the level of access that may be granted, as well as changes in level of access, or suspension or termination of access as determined by SHIBA;

Keep any SHIBA-assigned access control requirements such as identification of authorized user(s) and access-control information in a secure location until access is terminated; monitor and securely maintain access by Subgrantee and its agents or subcontractors in accordance with security requirements or access controls assigned by SHIBA; and make available to SHIBA, upon request, all information about Subgrantee's use or application of SHIBA access-controlled computer systems or Information Assets.

Report to SHIBA any privacy or security incidents by Contractor, its officers, employees, agents or subcontractors that compromise, damage, or cause a loss of protection to SHIBA Information Assets. Subgrantee shall report in the following manner.

Report to SHIBA in writing within five (5) business days of the date on which Subgrantee becomes aware of such incident; and

Provide SHIBA the results of the incident assessment findings and resolution strategies.

Subgrantee shall comply with SHIBA requests for corrective action concerning a privacy or security incident, and with laws requiring mitigation of harm caused by the unauthorized use or disclosure of confidential information, if any.

If SHIBA determines that Subgrantee's security measures or actions required under section 5.A are inadequate to address the security requirements of SHIBA, SHIBA will notify Subgrantee. SHIBA and Subgrantee may meet to discuss appropriate security measures or action. If security measures or corrective actions acceptable to SHIBA cannot be agreed upon, SHIBA may take such actions as it determines appropriate under the circumstances. Actions may include but are not limited to restricting access to computer systems or Information Assets, or SHIBA amending or terminating the Contract.

SHIBA may request additional information from Subgrantee related to security measures, and may change, suspend or terminate access to or use of a SHIBA computer system or Information Assets by Subgrantee, its officers, employees, agents or subcontractors.

Wrongful use of SHIBA computer systems, wrongful use or disclosure of Information Assets by Subgrantee, officers, its employees, agents or its subcontractors may cause the immediate suspension or revocation of any access granted through this Agreement, in the sole discretion of SHIBA. SHIBA may also pursue any other legal remedies provided under the law.

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and superseded any and all prior or contemporaneous negotiations or agreements among the parties, if any, whether written or oral, concerning the subject matter of this Agreement which is not fully expressed herein. This Agreement may not be modified or amended except in writing and signed by all parties.

SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1213-3

XIX. SIGNATURES

The undersigned hereby accepts the SHIP subgrant and agrees to comply with the foregoing Agreement and with all applicable state and federal laws, regulations and policies relating to the grant.

Department of Consumer and Business Services,
SHIBA

Clackamas County Health, Housing &
Human Services department, Social
Services Division

Authorized Representative/designee Date

Authorized Representative/designee Date

May 31, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval to Apply for the Substance Abuse and Mental Health Services Administration
Primary and Behavioral Health Care Integration Grant**

The Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing, and Human Services Department (H3S) requests the approval to apply for the Substance Abuse and Mental Health Services Administration (SAMHSA) Primary and Behavioral Health Care Integration Grant.


Grant funds will allow CCBHD to establish an integrated service model through the co-location of primary care and specialty care services in community mental health center settings. The goal is to improve the physical health status of adults with serious mental illness who have or are at risk for primary care conditions or chronic diseases with the objective of supporting the Triple Aim. Triple Aim is a framework developed by the Institute for Healthcare Improvement (IHI) to lead organizations to better models for providing health care. This framework simultaneously focuses on three critical objectives: 1. Improve the health of the population, 2. Enhance the patient care experience (including quality and access), and 3. Reduce the per capita cost of care. These models are particularly beneficial and timely because they track so closely with the goals and objectives of national health care reform.

CCBHD is eligible to receive up to \$400,000 per year for four years. If funded, CCBHD requests the authority to establish 3.0 additional FTE positions to staff this project. CCBHD expects to receive confirmation of funding in September 2012. There are no federal match requirements associated with this funding. No County General Funds are involved. This grant application covers the proposed project period of October 1, 2012 through September 30, 2016.

Recommendation

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

Respectfully submitted,


Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Emily M. Zwetzig/H3S Office of Business Services at (503) 742-5318.

Healthy Families. Strong Communities.



CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

May 31, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Oak Lodge Sanitary District for Preliminary Engineering Study for the Boardman Creek Fish Habitat Restoration Project

Clackamas County Department of Transportation and Development has determined that the culverts conveying water from Boardman Creek under River Road and Walta Vista Court are in failure due to deterioration and capacity limitations. The County is responsible for the maintenance of these culverts and Oak Lodge Sanitary District (OLSD) is responsible for the surface water management in this service area. The County and OLSD are working cooperatively to coordinate between the storm system and road improvements.


This intergovernmental agreement will allow the County and Oak Lodge Sanitary District to hire an engineering consultant to perform a preliminary engineering study to determine the feasibility of replacing these two deteriorating culverts. Replacing the two culverts will restore 300 feet of riparian habitat, which is a key to making it possible to restore 3,000 feet of fish habitat for target, sensitive, and threatened species such as Chinook salmon, steelhead salmon, Coho salmon, rainbow trout, cutthroat trout, pacific lamprey, and brook lamprey. Both culverts also have capacity limitations which have resulted in localized flooding upstream of River Road.

The estimated cost to hire a consultant to perform a preliminary engineering study is \$150,000. The County will manage the consultant contract and Oak Lodge Sanitary District will pay for the cost of the preliminary engineering study.

This agreement has been reviewed and approved by County Counsel.

Recommendation

Staff respectfully recommends that the Board approves and signs the intergovernmental agreement with Oak Lodge Sanitary District for a preliminary engineering study of the Boardman Creek Fish Habitat Restoration Project.

Sincerely,


Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Vince Hall at (503) 742-4650

COPY

RECORDING REQUEST AGREEMENTS/CONTRACTS

| |
|---|
| New Agreement/Contract |
| Amendment/Change Order Original Number: |

ORIGINATING COUNTY
DEPARTMENT: DTD – Engineering

OTHER PARTY TO
CONTRACT/AGREEMENT: Oak Lodge Sanitary District

BOARD AGENDA ITEM

NUMBER: _____ DATE: May 31, 2012

PURPOSE OF
CONTRACT/AGREEMENT:

**Approval of an Intergovernmental Agreement with
Oak Lodge Sanitary District for Preliminary Engineering Study for the
Boardman Creek Fish Habitat Restoration Project**

Please return recorded document to Engineering

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
CLACKAMAS COUNTY AND OAK LODGE SANITARY DISTRICT
FOR THE
BOARDMAN CREEK FISH HABITAT RESTORATION PROJECT**

This Intergovernmental Cooperative Agreement ("Agreement") is entered into by and between the following parties: Oak Lodge Sanitary District, a service district formed pursuant to ORS Chapter 450 ("DISTRICT"), and Clackamas County, by and through its Department of Transportation and Development ("DTD").

RECITALS

WHEREAS, DTD desires to perform road crossing improvements by removing culverts that are failing structurally, removing undersized culverts that create chronic flooding, and by removing barriers to migratory fish passage through its planned **Boardman Creek Fish Habitat Restoration Project** known as the "PROJECT"; and

WHEREAS the District has authority to provide Surface Water Management services within its boundaries, known as the Oak Lodge Sanitary District Service Area; and

WHEREAS it is in the best interest of DTD and DISTRICT that the parties work jointly to provide coordination between the storm system and the road improvements; and

WHEREAS the District and DTD have obtained Grant funding from Metro and will be seeking other potential funding sources for the Project.

WHEREAS, ORS 190.003 *et seq.*, allows for intergovernmental agreements to achieve efficiencies and economies obtained thereby;

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

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon completion of the preliminary engineering studying for the PROJECT.
2. **Obligation of DTD.**
 - A. DTD agrees to lead the request for proposal from engineering design consultants for the preliminary design of the PROJECT. The preliminary engineering study for the PROJECT will include preliminary design reports, alternative plans, and cost estimates for design and construction.
 - B. DTD agrees to be responsible for advertising requests for proposal and award a Preliminary Engineering Design Contract.

- C. DTD agrees to provide three individuals to serve on the selection committee to evaluate and rate the proposals.
- D. DTD agrees to provide a consultant selection recommendation to the District for District Board approval.
- E. DTD agrees to administer a consultant contract for the preliminary design.
- F. DTD agrees to invite the DISTRICT project manager to the design meetings, provide the District with copies of design products, and incorporate reasonable comments into the preliminary engineering package.
- G. DTD agrees to participate in the public involvement process by attending community meetings, providing technical support, responding to public comment, and incorporating the District's reasonable public involvement recommendations/products into the design.
- H. DTD agrees to provide a final preliminary engineering document to District for District Board approval.

3. Obligation of the DISTRICT:

- A. The DISTRICT agrees to pay DTD for the cost of preliminary engineering design of the Project. The current estimate for preliminary engineering design of the PROJECT is \$150,000.00 (one hundred fifty thousand dollars). If the cost of the preliminary engineering design changes, DTD will contact the DISTRICT immediately to discuss the new PROJECT estimate. Any change to the cost of preliminary engineering design will be subject to District approval.
- B. DTD will bill the DISTRICT quarterly and the DISTRICT agrees to pay DTD within 60 days of receiving the invoice to reimburse the costs associated with the preliminary engineering study for the PROJECT.
- C. The DISTRICT agrees to provide three individuals to serve on the selection committee who will evaluate and rate the proposals.
- D. The DISTRICT agrees to lead and be responsible for the public involvement effort. The public involvement effort will include, but not be limited to neighborhood communications, scheduling of community and neighborhood meetings, preparation of communications products, and preparation of a good neighbor plan, but not part of this agreement.
- E. The DISTRICT will be responsible for scheduling public involvement meetings and arranging a location for public involvement meetings.
- F. The DISTRICT agrees to give DTD a minimum of two weeks' notice of a public meeting.
- G. The DISTRICT will provide DTD with a meeting agenda one week before the public meeting.

- H. The DISTRICT agrees to provide a project manager to interface with engineering process, attend project meetings, and review preliminary engineering documents created for the Project within mutually agreed upon time lines.

3. Work Plan, Work Scope and Scheduling of Work.

- A. DTD will advertise requests for proposal and award the contract for preliminary engineering for the PROJECT before the end of calendar year 2012.
 - B. The time line for the preliminary engineering study for the PROJECT will be according to the schedule set in the engineering consultant's contract.
 - C. The consultant selection committee recommendations shall be subject to the District's Board and Clackamas County's Board approval.
 - D. The final preliminary engineering report shall be subject to County and District Board approval.
 - E. DTD will incorporate the Metro Nature in the Neighborhood Grant requirements into the preliminary design by studying options that will include fish passage, water quality, creating riparian buffer zones, and wildlife connectivity corridor.
 - F. Nothing herein shall prevent the parties from meeting to mutually adjust the schedule or the contents of the Project. Each party shall use best efforts to coordinate with the other to minimize conflicts.
 - G. In the event either party changes contractual scope of the work in the preliminary engineering contract which effect project costs, the party requiring the change is financially responsible for any additional direct and/or indirect costs associated with the change. DTD shall consult with the DISTRICT prior to requiring or approving changes affecting the DISTRICT'S portion of the PROJECT. The DISTRICT shall consult with DTD prior to requiring or approving changes affecting DTD's portion of the PROJECT. All changes to the contract scope of work will be administered by DTD.
4. Funding. The District agrees to pay the consulting costs for the Project preliminary engineering with that amount applied to the District's total share of the Project. DTD and the District shall each be individually responsible for their own respective staff, expenses, and other internal costs associated with the Project. Any grant funds obtained will be applied to the overall project cost unless mutually agreed. A final cost share will be negotiated at the conclusion of the preliminary engineering phase.

5. **Indemnity.** To the extent permitted by law under ORS 30.260 – 30.300 and the Oregon Constitution each party shall indemnify and defend the other, its Board, officers, agents, and employees from any claim, loss, or liability arising out of or related to any activity of that party on the facilities or any condition of the facilities caused by the sole negligence or act of a party. Each party shall have no liability to the other for any injury, loss, or damage caused by third parties, or by any condition of the facilities.

6. **Termination.** If either party shall fail to perform any term or condition of this Agreement, then upon seven days' written notice, either party may terminate the Agreement and have no further obligation hereunder.

7. General Provisions.

A. **Merger Clause.** This Agreement embodies the entire Agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

B. **Assignment.** No party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of all other parties.

C. **Severability.** In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby.

D. **Jurisdiction of Circuit Court.** Any dispute or claim under this Agreement shall be come within the jurisdiction of the Circuit Court of the State of Oregon for Clackamas County, including the ability to pursue mediation or arbitration as set out in ORS Chapter 36.

E. **Notices.** Any notice herein required or permitted to be given shall be given in writing and shall be effective when actually received, and may be given by hand delivery or by United States mail, first-class postage prepaid, addressed to the parties as follows.

Oak Lodge Sanitary District
Attn: Brett Arvidson
14611 SE River Road
Milwaukie, Oregon 97267-1198

Clackamas County
Department of Transportation and Development
Attn: Vince Hall
150 Beaver Creek Rd

Oregon City, OR 97045

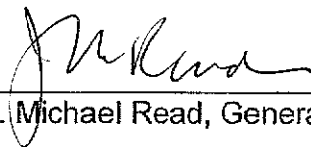
F. **Attorney's Fees.** If a dispute should arise between the parties regarding any term or portion of this Agreement, the prevailing parties shall be entitled to such reasonable attorney's fees as a trial court or arbitrator may award and on any appeal there from.

10. Counterparts. This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, any one of which shall constitute an agreement among the parties.

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

Oak Lodge Sanitary District

**Board of Commissioners
Clackamas County**



J. Michael Read, General Manager

Chair

Witness

Recording Secretary

05/02/2012

Date

Date



CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

Board of County Commissioners
Clackamas County

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

Members of the Board:

**Approval of Amendment #1 to the Contract Documents with
Harper Houf Peterson Righellis, Inc. for Consulting Engineering Services for
Engineering Design and Plans for the Industrial Way Construction Project**

In April of 2011, the Department of Transportation and Development entered into an Engineering Design and Plans contract with Harper Houf Peterson Righellis, Inc. (HHPR) for the Industrial Way Extension Project. This project is a part of the Sunrise JTA family of projects and is funded by the Oregon Department of Transportation through the OTIA program. This Amendment #1 will also be funded through the OTIA program.

The original IGA between Clackamas County and ODOT for the Industrial Way Extension Project Design (BCC approved July 11, 2011; ODOT executed August 11, 2011) was for a project total of \$480,000, of which \$330,000 was designated for the preliminary engineering and design consultant contract. Amendment #1 to the IGA (BCC approved April 12, 2012; ODOT executed May 1, 2012) increased the total of the project design to \$599,000 and increased the amount for the design consultant contract to \$449,000. ODOT has authorized this increase in the design of the project and the fee to the design consultant because the Sunrise JTA coordination effort has exceeded the original contract scope.

The original fee for the design consultant contract with HHPR was \$318,897. This proposed contract amendment is for a not to exceed addition of \$129,845. The total fee for consultant preliminary engineering and design will not exceed \$448,742.

This contract amendment has been reviewed and approved by County Counsel.

Recommendation

Staff respectfully recommends that the Board of County Commissioners approve Amendment #1 with Harper Houf Peterson Righellis for the Industrial Way Extension Project.

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

Placed on Board Agenda of May 31st 2012
By Purchasing Division

For information on this issue or copies of attachments
please contact Terry Mungenast at (503) 742-4656



LANE MILLER
MANAGER

PURCHASING DIVISION

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

May 31, 2012

MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS

Please place on the Board Agenda of May 31, 2012, this Amendment #1 to the contract with Harper Houf Peterson Righellis, Inc. for **Consulting Engineering Services for Engineering Design and Plans for the Industrial Way Construction Project**. This amendment was requested by Terry Mungenast, Project Manager. The original contract amount was \$318,897.00. Amendment #1 will increase the contract amount by \$129,845.00 to cover the scope of work detailed in Attachment "A". The new total contract amount is not to exceed \$448,742.00. This amendment is in compliance with LCRB Rule C047-0800 and has been reviewed and approved by County Counsel. Funds are available in account line 416-2433-02101-481180-22187 for fiscal years 2011-2012 and 2012 - 2013.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

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

May 31, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order Closing the Change Fund Account for the
Community Solutions WFI Coffee Cart**

Due to the unfortunate closing of the Working for Independence (WFI) Coffee Cart on April 26th, 2012, the attached Board Order closes the Community Solutions WFI Coffee Cart Change Fund Account in the amount of \$200.00.

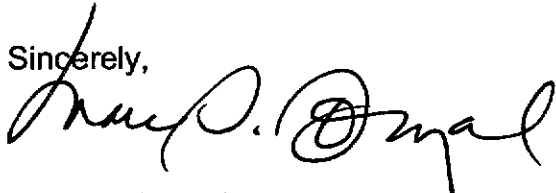
The WFI Coffee Cart Change Fund account was created by Board Order 2004-151 and set at its current value by Board Order 2005-84 to serve Working for Independence clients as they trained at the Coffee Cart or the Farmers Market.

There is no budget impact and the Change Fund Account has been subject to all accounting controls and ORS regulations and audited at intervals. The funds have been returned to Finance and the final deposit to the cash account is ready to be made.

County Counsel has review and approved this agenda item.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached board order closing the Community Solutions WFI Coffee Cart Change Fund Account in the amount of \$200.00.

Sincerely,


Marc S. Gonzales
Finance Director

For information on this issue or attachments please contact
Judy Nastrom at (503) 742-5409

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

In the Matter of an Order to
Close the Change Fund for
Clackamas County Community
Solutions WFI Coffee Cart



ORDER NO.

This matter coming regularly before the Board of County Commissioners, and it appearing that Marc Gonzales, Director of the Clackamas County Department of Finance, has recommended to this Board the Closing of the Change Fund Account in the amount of \$200.00, for the Community Solutions WFI Coffee Cart and,

It further appearing that \$200.00 will be transferred from the Community Solutions Change Fund Custodian Account for the WFI Coffee Cart to the Community Solutions, Cash Account and,

It further appearing that the Change Fund has been periodically audited by the County Department of Finance, and the Board being fully advised,

NOW, THEREFORE, IT IS HEREBY ORDERED that the Department of Finance deposit the returned funds for the Community Solutions WFI Coffee Cart Change Fund Account in the amount of \$200.00 into the Community Solutions Cash Account.

Dated this 31st day of May 2012.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

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

May 31, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order Closing the Petty Cash Account for the
Community Solutions WFI Coffee Cart**

Due to the unfortunate closing of the Working for Independence (WFI) Coffee Cart on April 26th, 2012, the attached Board Order closes the Community Solutions WFI Coffee Cart Petty Cash Account in the amount of \$200.00.

This existing fund was created by Board Order 2010-24 and set at its current value to serve small and immediate needs of the WFI employees. Daily fresh fruit offered at the cart were purchased with these funds and provided some flexibility for staff as necessary to serve their customers.

There is no budget impact and the Petty Cash Account has been subject to all accounting controls and ORS regulations and audited at intervals. All receipts have been received and processed to replenish the fund and the final deposit to the cash account is ready to be made.

County Counsel has reviewed and approved this agenda item.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached board order closing the Community Solutions WFI Coffee Cart Petty Cash Account in the amount of \$200.00.

Sincerely,

Marc S. Gonzales
Finance Director

For information on this issue or attachments please contact
Judy Nastrom at (503) 742-5409

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

In the Matter of an Order to
Close the Petty Cash Account for
Community Solutions WFI
Coffee Cart



ORDER NO.

This matter coming regularly before the Board of County Commissioners, and it appearing that Marc Gonzales, Director of the Clackamas County Department of Finance, has recommended to this Board the Closing of a Petty Cash Account in the amount of \$200.00, for the Community Solutions WFI Coffee Cart and,

It further appearing that \$200.00 will be transferred from the Community Solutions WFI Coffee Cart Petty Cash Custodian Account to the Community Solutions, Cash Account and,

It further appearing that an accounting with supporting receipts has been kept of the expenditures, and the claims with supporting receipts showing the nature of the expenditures has been turned into the County Department of Finance for review and recording before the funds were replenished, and that the fund has been periodically audited by the County Department of Finance, and the Board being fully advised,

NOW, THEREFORE, IT IS HEREBY ORDERED that the Finance staff deposit the funds from the Community Solutions WFI Coffee Cart Petty Cash Custodian Account in the amount of \$200.00 to the Community Solutions Fund Cash Account.

Dated this 31st day of May 2012.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports, of this meeting can be viewed at <http://www.clackamas.us/bcc/business/>

Thursday, April 5, 2012 – 10:00 AM

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

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

EXCUSED: Housing Authority Commissioner Erica Allison

I. CALL TO ORDER

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

MOTION:

Commissioner Damon: I move approve the order of the Agenda.
 Commissioner Lininger: Second.
 Chair Lehan – all those in favor/opposed:
 Commissioner Damon: Aye.
 Commissioner Savas: Aye.
 Commissioner Lininger: Aye.
 Commissioner Bernard: Aye.
 Chair Lehan: Aye.
 Chair Lehan – The Ayes have it and the motion is approved.

II. PRESENTATION

1. Proclaiming April 2012 as Grange Month in Clackamas County
 Tim Heider, Public and Government Affairs presented the staff report. He introduced Mike Province, Master of the Redland Grange who stated there are 17 active Granges in Clackamas County; he also spoke about the importance of Granges in our community. Tim Heider then read the proclamation.

MOTION:

Commissioner Bernard: I move proclaim April 2012 as Grange Month in Clackamas County.
 Commissioner Savas: Second.
 ~Board Discussion~
 Chair Lehan – all those in favor/opposed:
 Commissioner Allison: Aye.
 Commissioner Damon: Aye.
 Commissioner Savas: Aye.
 Commissioner Bernard: Aye.
 Chair Lehan: Aye.
 Chair Lehan – The Ayes have it and the motion is approved.

III. HOUSING AUTHORITY CONSENT AGENDA

1. Resolution No. 1888 – Final Approval of the Housing Authority of Clackamas County's Fiscal Year 2012 Annual Plan

This portion is a verbatim transcript

Chair Lehan:

The next item is the Housing Authority Consent Agenda. For this item we will be sitting as the Housing Authority Board and I will note that Erica Allison who usually joins us for this is not able to be here today. I will ask the Clerk to read the Housing Authority Consent Agenda by title.

Mary Raethke, Clerk:

There's one item. It's Resolution No. 1888 – Final Approval of the Housing Authority of Clackamas County's Fiscal Year 2012 Annual Plan.

Chair Lehan:

Commissioner Bernard.

Commissioner Bernard:

Madam Chair I would like to remove from this consent agenda item No. 19 in the plan which is a process to study the Voucher Program moving it out to Home Forward. I have a couple concerns. I've had an opportunity to speak to some of the people who do the hard work to supply this service to those in need. It's important to note, and I did send you all an e-mail just with some facts that 22.51% of the folks that we serve are elderly, 45% are disabled. We are now building health clinics in supporting school-base health clinics to make these services more accessible to those in need and so Moving Voucher Programs to Home Forward which is based in Portland would provide less service and less accessibility. HACC has adapted service to participants with special needs and Home Forward will not be aware of the needs of those families and we have people who have worked there 20, over 30 years in this department who know these folks. They also – our Department annually reviews each participant and determines whether they are still qualified for the program. Home Forward does that every three years and I think it's important that the taxpayers of Clackamas County know that we're actually looking at these programs making sure that the people who are receiving the services actually do deserve it. We also have numerous facilities in Clackamas County that rent apartments to participants in these programs, often called Section 8, which again is 22.51% elderly and 45% disabled. This program has been very valuable and Clackamas County, when it started we had about 200 vouchers in 1974. That has climbed to 1600 and we still have 4000 people on a waiting list trying to get into this program and that need continues to grow. I think it's important that this not become a Portland-centric organization and we've had many, many people come and talk about how important is that Clackamas County determines whether these services are services that we should provide to the folks that live in Clackamas County and putting them into another county just does not work for me. I just – and I don't think it would work for the citizens of Clackamas County. Not being able to use a local project fund to – one of the biggest issues is that there's a shortfall in this due to federal funds and state funds being cut but we've actually started a new program in Clackamas County. It's called the Clackamas County Leadership Academy and at a meeting I was at the other day, the real goal of the LEAN program is to talk to the folks who actually work in this program and find out how we might be able to save money and that starts at the bottom, not at the top. Dwight Eisenhower said "pull the string and it will follow you wherever you wish. Push it and it will go nowhere at all." So it's important I think that we commit our leadership to a critical thing and that is to make sure that employees feel empowered to act on their process improvement ideas and that we're going to act on their process improvement ideas so I would rather that this item 19 be pulled from the plan and evaluated outside of the plan and make sure that the folks who do the hard work really have a part in making those decisions and should, you know, be determined that moving it to Portland is the best thing, I would still have a problem with that but, you know, I feel that the folks working there want to provide the best service to the citizens of Clackamas County and they're willing to do that and if that's what the decision is, then we'll have to rethink this but for now I think pulling it from the plan will make those folks feel easier and will empower them to actually find a way to cut, you know, spending and make this program more viable under, you know, in this tough economy. So I would like to move, I'll make the motion; we can have further discussion. I gotta find it in my paperwork.

MOTION:

Commissioner Bernard:

I would like to move that we approve the Housing Authority Plan with one amendment, that we remove Item 19 outside of the plan for further study in another forum.

Commissioner Savas:

Madam Chair, is this the same Item 19 that we talked about two weeks ago? So as I understood it, is that approving the plan does not change anything. It is actually to be studied and by having it in the plan that there is an opportunity to actually have it studied. That this doesn't change anything. And it was also my understanding that when we discussed this two weeks that you voted for to have its inclusion. Is that . . . ?

Commissioner Bernard:

No, no, I voted to move this discussion forward to another date and having it in the plan or outside the plan does make a difference because I think at this point in the plan it looks for outside participation to review whether we should move this plan outside or whether we – if we pull it from the plan, it basically says, let's work within the folks, work with the folks who actually provide this service and those providers to try and figure out a way to save some money and make this program more viable. So I think it does make a difference whether it's in the plan or not and I think it does so that's why I suggest we pull it.

Commissioner Savas:

Well, I didn't understand that it precluded that from happening. Actually I thought it opened the door to allow it to happen.

Chair Lehan:

Well, let's back up a second here and see if we have a second and then we'll have fuller discussion.

Commissioner Damon:

I'll second the motion.

Chair Lehan:

So, it's been moved by Commissioner Bernard and seconded by Commissioner Damon that we approve the Housing Authority Consent Agenda without No. 19 and instead move that outside the plan. I know that Trell is here. Did you have anything to illuminate on this before we have further . . .

Trell Anderson:

Couple points: one is that we do have staff engaged in a work group already because we're looking at a number of different options that the staff work group helped us identify and that was the first step. Also that staff work group helped us identify a number of criteria, if you will, lenses that we will evaluate not only researching and considering a consortium but also the other possible changes on the list. So the staff is engaged; they volunteered to be on the committee and we'll continue to involve the staff who want to be involved throughout the evaluation process, not only of this piece but of the other pieces on that list as well. In terms of approving the plan, I think, you know, we need a plan approved today so that we can submit it to HUD by the 17th. Taking it out of the plan does by no means mean we can't still look at it. Again, as I said last time, the plan is more of an indication of our intent and we're very careful about the language we use in the different items. This piece is very much as it's worded research and consider. It doesn't say implement.

Again, no decisions have been made and not only the staff but other constituencies would be included in decision making and of course any decision has to come before you for approval. I think in terms of consortium there's been a lot of misconception about what a consortium is and isn't. I'm hearing language about returning the program over to Home Forward. That's not a consortium model. A consortium model is two agencies come together in partnership and figure out the role for each of the agencies and how to deliver the program effectively together in their areas and so I wanted to make that note as well.

Chair Lehan:

Other – Commissioner Lininger:

Commissioner Lininger:

Mr. Anderson, could you read for me the language of Item 19 please?

Trell Anderson:

Item 19 says: HACC will research and consider a consortium of our Housing Choice Voucher program.

Commissioner Lininger:

So the issue is whether in the face of decreased money from HUD from the federal government to administer really important program that helps low income people have access to decent housing, whether in the face of those decreasing administrative resources should we research and consider the idea of whether to team up with another public agency, the Portland Housing Authority, to more efficiently and inexpensively run this program. As I understand it, and please correct me if I'm wrong, there wouldn't be fewer Clackamas County residents getting vouchers. The issue on the table which may not even be a good idea, but you wouldn't know 'til you really research it, is whether to team up and how we administer the program. Is that your understanding?

Trell Anderson:

Right, that's my understanding and I believe that as we get into more discussion and research – first of all again, a consortium model is wide ranging and, you know, we're in full control of how that model comes together. With your input, with staff input as we talk to Home Forward. You know, what elements would be important for us to have to actually get into the model together. Secondly, - I'm sorry I lost my train of thought . . .

Commissioner Lininger:

I know we have a lot of people here for a lot of things so I won't belabor this but I think that at this moment in the life of government we need to be thinking about ways that we can streamline and cut cost so that we can have as much direct service to the community, be it business permitting service or service for survivors of domestic violence or great code enforcement services, whatever the direct services and minimize the money that we spend on administrative and overhead costs. That's a principle that I believe in strongly and I think that here the question is not should we outsource to a private agency public sector jobs. It's actually should two public agencies team up to do this work together so it's somewhat different than some concerns that people often raise. I do believe that this is important and it may not even be a good idea, but I think it's our job to the public at this time in the life of our community to look at ways we can save money so we can keep delivering great services to the community and I have taken to heart Commissioner Bernard's concerns 'cause I think he's a thoughtful person who cares a lot about the staff and how we do our work in Clackamas County and after hearing from Stacy Chamberlain, who is in the leadership of AFSCME, one of the public employee unions, and I understand that both of them would not prefer that we keep this item in.

I heard some input that I think might help address some of these concerns and that is if we had some represented employees so some of the union employees who would be affected by a decision to join forces with that group be part of the evaluation of whether it's a good idea so perhaps it's already in place. I'm not sure Trell but my feeling would be I do think we should look at this. I think we've gotta look at this at a time like this and so I don't support moving Item 19 but I would absolutely support trying to accommodate the concerns of staff by making sure that not just nonunion but some union staff are part of the evaluation of whether it's a good idea and maybe it's not, but far be it for us to not even ask the question.

Commissioner Savas:

I would have to agree with Commissioner Lininger on this one and I just want to just allay people's fear of a consortium. I'm going to give you an example of a consortium that I was involved with. In 2000-2001 I became aware of the Regional Water Providers Consortium and in the Portland Metro area there's 26 water purveyors that provide water service to customers in this region and we were realizing that we had limited water and we wanted to keep the quality and the amount of water sound and we didn't want to have that risk but we had to by mandate basically provide a communication program to conserve water and you probably heard the commercials maybe over time about conserving water. Well 26 water purveyors could have done 26 individual different programs and spent 26 – done it 26 different ways and spent a lot of money that would have been very expensive. But what we did was we all joined together, voluntarily, and created one program and we saved hundreds of thousands of dollars and we were able to provide that service and that level of communication region-wide and it saved a lot of money and if anyone wanted to pull out at any time, they could. But, we have an opportunity here to – and the responsibility, to frankly research and if we can actually serve more people in need and create more vouchers by saving money, I think we have a responsibility to do that and what better not to have the employees, the union, the people that know this issue better than anyone else to have them research it together, I think is valuable so I would support including it and letting it remain in the program.

Commissioner Damon:

So when we had this discussion about this item the last time and I had supported keeping it in because I also agree with what Commissioner Savas and Commissioner Lininger say about the need to research and look at cost saving opportunities but given the e-mail traffic, given the amount of interest and concern in this, I have to wonder if there is something else about how this even appeared in the plan that is tainting the overall plan and that if we just will remove it and discuss how we bring it forward into the plan, that perhaps we can amend the plan at a future date. I feel like there is something else happening here that's causing this considerable anxiety about even it appearing in the plan so I support the research into the consortium and I just think that if we were to remove it, it would give us all some more time to talk about we even posit it in the plan and then to amend it forward because I would hate for this whole plan to not go forward because we're getting hung up on this one item so I have been talking to people and hearing from folks as well and I guess I would suggest that we remove it from the plan to take the heat away to come together to figure out how to re-posit it back in the plan, have those conversations amended if we're going to move forward and do that so that's what I would suggest.

Commissioner Bernard:

Well I – and I'm not suggesting anything otherwise. I think we had some good people working there that are willing to participate in the discussion but a lot of the answers I'm concerned about. One of those is, will there be an office in Clackamas County and the answer was, there should be but there's no guarantee that there will be and if we're talking about senior citizens who many, as they get older, give up their drivers' license or disabled people or mentally or physically disabled, if this moves out of Clackamas County it makes it more difficult for them to, you know, get the service they need so and we're looking at doing something that I've heard many of these citizens talk about and that is we're considering moving to a nonprofit, which it used to be Portland Housing that's called Home Forward and it concerns me that many of the folks who have participated in this program in Clackamas County may not have that same accessibility. The other thing is that once it moves to another organization, you know, it's pretty much out of our hands, out of our control and these good people who have been ministering this for years, you know, understand Clackamas County and I don't suggest that we don't study it. I just suggest that we pull it out of the plan so that some of those people feel more comfortable and would be more willing to participate in trying to figure out how to save money. That's all I'm suggesting.

Chair Lehan:

Okay, well I don't think there's a person up here who doesn't believe that what we should do is provide the best service at the lowest cost. That is everybody's goal. I'm not clear myself why there is so much angst over having this item in the plan versus studying it outside of the plan but there is and it's not just amongst employees. It's amongst the other people we heard from, the landlords and the clients and so I'm kind of thinking about it now more like Commissioner Damon that whether the angst is founded or not founded, if removing it even temporarily so that we can get better sidebars as to how the study is to proceed and then decide if we want to study it outside or amend the plan and put it in with these sidebars, these conditions that maybe that is worth reducing the level of angst that we're hearing in order to move it forward and at the same time not delay the rest of the plan.

Commissioner Lininger:

Mr. Anderson can you remind me the rough amount of money you think might be available to be saved if we were to conclude that this is a good idea and if we were to streamline our administrative process by joining up with another public agency because the Housing Authority of Portland, now called Home Forward, is not a nonprofit to public agency.

Trell Anderson:

It'd be a range of savings – again we haven't done the financial analysis on it yet, that's part of the research we would do, but I imagine we would find savings anywhere from \$100,000 to \$250,000. Right now we're projecting a \$225,000 gap in our budget in five years for this program, I mean given Congressional allocations. Now, you know, remember that this program and the funding for this program comes from Congressional allocations each year and, you know, like many other programs you're familiar with, we really don't have any idea of where that goes from year to year. So the savings I would offer that range. Financial Feasibility Analysis would be on the top of the list of what we would do next to see if it's viable financially. That's our very first step.

Commissioner Lininger:

You know I know there's anxiety and without having direct knowledge I could imagine some of the anxiety comes from staff, people who are worried that in a streamlining process they might not continue to have jobs and that's a legitimate concern and I don't belittle that at all but I do think that at this time in the life of government we need to be willing to look at being as efficient as we can so we can deliver as much direct service to people who are in need as we can. I'm personally looking hard for ways to find efficiencies so we can fund things to help really fragile people, as I know everyone on this Board is actually. So I know that there are people of legitimate concerns about whether their jobs would be in jeopardy and I also think there are legitimate concerns about whether Home Forward would do as good a job as the good workers of the Housing Authority of Clackamas County and I just want to reiterate it might be that they wouldn't but the only way we'll know is if we ask the question and I feel like it's disingenuous to say we're not going to ask the question on one piece of paper to make people feel better but plan completely to ask the question not on that piece of paper. I mean I feel like the way we have trust with our community and the way we have trust with our staff to be really clear about what we're doing and I think everyone on this Board is really well intentioned and I respect that very much but I think that it's more clear what we're trying to do if we just stand up and say, you know what I'm sorry about whether your job is going to be safe and I know you're worried about quality and so am I and I need to study this because I owe it to the people of Clackamas County to find savings where we can so that's where I am.

Commissioner Savas:

Trell, could you give me an idea of what the committee, the people who made the decision that worked on this plan, could you give me an idea of the numbers and the makeup of that group?

Trell Anderson:

Well it comes – sure – it starts with staff. We put together the Annual Plan, we give it to the management team and we take it to what's called the Resident Advisory Board. Resident Advisory Board is made up of a number of public housing residents and Section 8 Program participants. We vet it with them and then from there it goes to public review and public comment. This item in particular and another item about opening public housing wait lists were inadvertently left off the initial draft in the initial discussion with the Resident Advisory Committee. Subsequently we sent a letter to all of the Resident Advisory Committee identifying and detailing this line item 19, as well as the other item about opening public housing wait lists, offered an opportunity for comments and check-in questions opportunities. Through that process we received no additional comment or communication around it.

Chair Lehan:

Let me first ask him, so my other question is, so if we were to remove this from the plan, this item 19 from the plan, go forward so we could meet the 17th deadline, and then we developed some sidebars for want of a better word or clearer criteria for moving forward with item 19 with the study of it, and then we decided in a month or two or whatever to amend the plan and include that back in, is there a process to do that?

Trell Anderson:

Absolutely. Once a plan is approved we can amend the Annual Plan at any time. It's a process of public notice and hearing of 30-45 days so that's the process to amend the plan. There's no urgency in this case because we're researching and studying.

Commissioner Savas:

So the item could be removed as well, to be included today and removed, amended and then removed. . .

Trell Anderson:

At another time, yes.

Commissioner Bernard:

Well it just makes sense then to remove it. One of the things that Trell just mentioned is that a group got together and looked at the plan but this was inadvertently left off and then they all received letters waiting for comment but they haven't gotten back together again, giving them the opportunity to actually talk about that item and so that concerns me and that doesn't mean that in, whenever their next meeting is that, you know, some of those sidebars could be put on there and we could put it back in the plan so it doesn't make any sense that if we were to vote now it appears it's 3-2 so that vote would be null not to move this forward – I mean it would be "yes" to move this forward without 19 and two people would have to vote "no" do not move this forward. So it just makes sense to me that the Board would be up here and they would vote unanimously to move this forward and consider Item 19 at a future date makes perfect sense to me. It's kind of like the budget with the Sheriff's Department. We vote "no" on the budget because – or one person votes "no" on the budget 'cause there's concern about one item. It appears that we don't support the Sheriff. That doesn't make sense today and I do support the plan. I do support studying this. I just think there needs to be some sidebars and (end of tape in progress; beginning of tape in progress) . . . One of the biggest mistakes we made when we got here so I don't know the Program's name. When we got here there was a decision to give away one of our programs to the state. It had to do with senior citizens. We did not go to the group and talk about this and the group was very upset that we didn't do this and this item was not talked about in this group so it just makes sense to leave this item off and discuss it with that group and with the people who do the hard work and, you know, if the decision is put it back in the plan, then that makes perfect sense to me, but I don't want to be in the same position we were with that program and find out about all these things we didn't talk about that all those people brought to our attention after it was already too late.

Commissioner Damon:

I agree, it does feel like there is a process misstep here and that what we're trying to do is create some space to allow that process to occur and to allow people who have concerns to help frame this issue to bring it back into the plan, if it is going to be back in the plan. So we're looking for cost savings, we're looking for job security; we're looking for quality control, all of those things. We want to research these options but there does seem like there's this process misstep and that we need to allow some space for that to happen. So I agree with what you were saying and just the fact that we continue to hear about this item tells me that there is some dialog that needs to occur, there is some discussion, there is some framing that has to happen that hasn't occurred about being able to put this back in and I don't know that that's disingenuous. I think it's just being responsive to the folks that we've been hearing to give them that little bit of space to be able to frame it up so that people know with more certainty what it is that we're exploring as we move forward.

Commissioner Savas:

In light of that information I'm reconsidering. However, I would like to hear a commitment to outside the program if it is removed and the vote's successful to remove it, that there's a commitment within a certain time frame. Is there a commitment that you feel comfortable with Commissioners that this could be revisited and maybe put back into the plan? Is there a commitment on the time frame or understanding or a comfort level on the time frame to do that in?

Commissioner Bernard:

Well, I don't know that I specifically have that but I mean in the next six months I'd be comfortable and it might be more . . .

Commissioner Damon:

Let's ask Mr. Anderson. If we were to remove this and allow for some space for this to get reframed and potentially brought back, what might that process look like?

Trell Anderson:

Thank you. Like I said, the first step would be to have Home Forward perform a financial feasibility analysis. We would also be engaged in that at the staff level looking at the assumptions that were built into a financial analysis. The staff would be engaged in, again, rolling out, you know, what are those assumptions. In fact they've already helped us frame some of those assumptions. For example commissioner, the only reason we say a local office should be is because we haven't run the financial feasibility and we haven't started negotiating a consortium agreement. A consortium agreement would be where all of these, as you say, sidebars, would be vetted and documented and codified so financial feasibility would be our first step of course engaging with staff. Another step obviously is to check with not only the Resident Advisory Committee but convene other discussions with current voucher holders who don't serve on that committee as well.

Commissioner Bernard:

I'd be happy to serve in that capacity.

Chair Lehan:

Just to clarify when I was saying sidebars, I wasn't meaning on the consortium because that would be a long process to figure out and very detailed. I was thinking sidebars in terms of how it's evaluated, the criteria under which it's evaluated and who the participants are in that process, that sort of framework which I think is a much simpler and faster process so that one could develop that and move forward to make a decision on whether now is it better to amend the plan and put this in as a study item or continue to look at it outside of that. I mean that's what I'm thinking, not that we would do the whole thing outside the plan but that we would put sidebars on and have some of these conversations with people who have great anxiety about it so that we're more all on board going forward because I think everybody – what I'm hearing from everyone up here is that everyone would like to look at it, would like to find out if it indeed has many benefits or is a cascade of horrible. I don't know but I'm certainly interested in finding out that the angst is about what we're hearing that is more of a process issue and I think to respond to Commissioner Savas that we could do that in a relatively short period of time in the two to three month range rather than six to twelve 'cause we're not going to do the whole study. We're going to develop the sidebars for the study.

Commissioner Bernard:

My other concern is that we're about to go through a huge process with CCO's. I mean that is going to be very time consuming, very expensive and, you know, this little issue will be a small portion of that overall discussion and it may not get the desired attention it should have because of this over-arching CCO discussion and I'd say right now it probably hasn't and so that's why I just think it should be outside the plan and, you know, work with folks to find out what's the best move, what we should do next.

Commissioner Savas:

Well, you know, I appreciate the fact we're actually discussing this and deliberating and that's what good government is and I think that's fantastic. I appreciate Commissioner Chair Lehan's suggestion that it be a limited time frame of maybe 60 to 90 days and that'd be great. However, I think as far as sidebars I think it should be inclusive. I don't think it should be exclusive so I would rather see a similar open process and in a narrow time frame and if there's going to be sidebars limitations on that I'm probably right back to where I started earlier, so . . .

Trell Anderson:

May I clarify? So in terms of the next 60-90-120 days, what you're suggesting is that a plan be developed of how we'll proceed in the evaluation and in the vetting process.

Chair Lehan:

Right.

Trell Anderson:

And that I work with you to create that plan and once that plan is established, then we can begin the evaluation process.

Chair Lehan:

Yeah. You know a list of who the stake holder groups are that we need to take into consideration who are impacted by this decision and a list of potential impacts that we want to look at as we go forward. Kind of basic criteria for what we want in terms of quality. Those kinds of things and then once we have that and it still looks like those are attainable, then perhaps that's when we look at it and say, yes, this is reasonable now to put in the plan. We've done the process piece enough to reduce the anxiety level and put in the plan at that point to do the full evaluation.

Commissioner Bernard:

I think 60 or 90 is a little short but, because a lot of these folks have, you know, who might be involved actually have jobs and the staff is very busy so I mean I would commit to, you know, 120 days having this discussion moving forward with, you know. I mean I could see three meetings with some of the participants and the staff and it's going to take a little while. I don't want to do a shoddy job and throw it back on there and find out, oops we missed something either. You know, 120 days is one that I'd be willing to support. So Madam Chair, I call for the question.

Chair Lehan:

Well, I'm just – going to ask now of the mover and the seconder that maybe we can go forward like this but perhaps it would be better to move to remove 19 as a motion and then move to approve the remainder of the plan, in two different motions.

Commissioner Bernard:

Well, that would be fine, so I'll make the motion. So I will withdraw my motion, you withdraw your second.

Commissioner Damon:

And I withdraw my second.

Commissioners Bernard:

And I move to approve – actually didn't I already do that? I did . . .

Chair Lehan:

No but, first move to withdraw 19.

MOTION:

Commissioner Bernard:

Okay, so since this isn't actually in the Consent Agenda packet and it has to do with the Voucher Program which is HACC, right, I move that we remove Item 19 from the plan for further discussion and I'd like to set a time certain, you know, 120 days out for consideration and putting in the plan I guess, if that satisfies some of the other folks.

Commissioner Damon:

And I second.

Chair Lehan:

Okay, it's been moved by Commissioner Bernard and seconded by Commissioner Damon that we remove item 19 from the plan with intent to move forward to relook at it in 120 days at putting it back in the plan. Is there any discussion on that motion?

Commission Savas:

Yes, I just want to just say I don't think it's appropriate to spend 120 days to study it to include it and then study it once again so I just think it's a waste of resources, I think it's a waste of time and I think the (inaudible) process of vetting it could be done and we could actually make a motion frankly to make sure that the process vetted once and there's no redundancy, there's no waste of time and we can get toward saving money so I'm going to vote against it.

Commissioner Lininger:

I think this is about being clear and transparent with the community and with our employees about what we are doing and having the guts to make unpopular choices or at least research making unpopular choices so that we can make the highest and best use of community dollars and I think we need to study it; I think we need to study it sooner rather than later and I think we need to be clear with the community that that's what we need to do.

Commissioner Damon:

I think that by allowing some space for people to get together to talk about how to frame this as a part of the plan could allow potentially other opportunities for cost savings and research to appear in the plan in addition to this one and so I don't think that by allowing some space it limits our ability to research a potential consortium. I think it provides some space for people who clearly have concerns and have ideas to talk about how to frame this up, what are the best ways to move forward. What are the things that we need to research and put those things in the plan so that's why I'm supporting.

Chair Lehan:

And I would certainly – I will support the motion but I would certainly hope that we would be able to complete – make that decision before the 120 days. So the 120 days is the outside marker on that so with that all those in favor signify by saying “Aye”.

Commissioner Damon: Aye.
Commissioner Bernard: Aye.
Chair Lehan: Aye.

Chair Lehan – all those Opposed.

Commissioner Lininger: No.
Commissioner Savas: No.

Chair Lehan – the motion passes 3-2.

MOTION:

Commissioner Bernard:

I move we approve the Housing Authority Consent Agenda as amended.

Commissioner Damon:

And I second.

Chair Lehan:

It's been moved by Commissioner Bernard and seconded by Commissioner Damon that we approve the Housing Authority Consent Agenda as amended so that this can move forward. Discussion on this item.

Commissioner Lininger:

As I recall, the rest of the Housing Authority Consent Agenda or the rest of this plan identifies a whole bunch of other questions and issues we should study to see if there are ways that we can save money and so although I would have loved to have had 19 in it, I absolutely think we need to study all the other things. We need to study as much as we can as soon as possible to save money so that we can serve more people so I'll be supporting it.

Chair Lehan:

Mr. Anderson.

Trell Anderson:

Thank you, if I may, to reflect back, Commissioner Lininger, items No. 2, 3, 4, 9, 11, 12, 13, 14, 15 and 17 are all items to research and consider and find cost savings measures.

Chair Lehan:

Okay, then all those in favor of moving forward with the remainder of the plan, signify by saying “Aye”.

Ayes.

Opposed.

No one – the motions passes 5-0.

End verbatim transcript

IV. CONTINUATION OF PUBLIC HEARING ON PROPOSED ZONING AND DEVELOPMENT ORDINANCE

This item was continued from the March 22, 2012 Public Hearing for deliberation and decision only – no public testimony will be taken.

1. Zoning and Development Ordinance Amendment - **ZDO-235** (Jennifer Hughes, Planning Division, Rhett Tatum, County Counsel)

ZDO-235 is a legislative text amendment to the Clackamas County Zoning and Development Ordinance. ZDO-235 is a proposal that includes two distinct subject areas: 1) add section 105 to the Zoning and Development Ordinance to formally provide for a Planning Commission; and 2) add section 106 to the Zoning and Development Ordinance to standardize and revise the similar uses provision of the ZDO.

This portion is a verbatim transcript

Chair Lehan:

ZDO- on proposed ZDO amendment and we have Jennifer Hughes from the Planning Division and Rhett Tatum from County Counsel here to update us on this one.

Rhett Tatum:

We're here today on a continued hearing. As you'll recall – at last week's hearing you considered ZDO-235 which is a package of legislative text amendments to Zoning and Development Ordinance. The two primary amendments create Section 105 which puts in our Code our Planning Commission. We've had one for awhile, it's just never been codified and then there's 106 which streamlines and standardizes Similar Use provisions. The Similar Use provisions are provisions in our Commercial Industrial zones that allow an applicant to come and say, my use isn't listed as a primary use but it's like another use in this zone and then there's Planning Director interpretation. That had existed in many of our Commercial Industrial zones, not in some, and where it existed, there were different processes so the idea was to have one process and use it in all the zones and really was to expand opportunities for applicants to have a use allowed in one of those zones. The day before that hearing we received a letter from an applicant who is actually proceeding under a different provision, a compatible use provision, and the concern was that by deleting "compatible" use provisions from our Light Industrial, General Industrial and Business Park zones we were actually reducing the availability of what people could do in those zones and since that wasn't our intention, we asked the Board to give us another couple weeks just to look at it and come back to you today and so here we are at a continued hearing. Today's hearing is for deliberation and discussion only and what Jennifer and I got together, along with Mike in the Planning Department and we decided that because we really did just want to make sure that we were expanding and streamlining these zones, that we would leave the "compatible" use language as it exists in our Light Industrial, General Industrial and Business Park zones in for now and then in the future should we look at our Industrial zones, we'll determine whether or not it needs to be there. So that was the conclusion we came up and we think it addresses the concern that the applicant raised and I think gets us to the right solution at this point.

Chair Lehan:

And since the issue of "compatible" and "similar" and that sort of language was raised before, perhaps you could talk a little bit about the difference between "compatible" and "similar" and why we need to leave it in, even though we're trying to streamline things in terms of the change.

Rhett Tatum:

Absolutely. So similar use you would look at the uses that are allowed in that zone and say the use I'm proposing is like something else that already exists there. A compatible use determination is a different analysis. You don't have to find, you don't have to identify an existing use in a zone and say I'm like it, you say, the use I'm proposing wouldn't have any additional impact, wouldn't impact the zone or the neighborhood itself and my use proposed use works with everything else that's already in the zone so it's potentially a more expansive opportunity for a potential applicant to go through than "similar" would be and we didn't want to inadvertently delete that when what we're really trying to do is expand opportunities in these zones.

Chair Lehan:

Right, it was streamlining and we discovered that it was an unintended consequence to remove "compatible" so any other questions of Staff about this?

Commissioner Savas:

Well I have, from the Industrial side, from the private sector side, commercial developers and users, owner-operators, how much involvement have they had in reviewing this language?

Jennifer Hughes:

Individual property owners haven't had any involvement in this process and what we're really doing is giving them additional opportunities so in the Industrial zones they can already do compatible use determinations for primary uses and they can do similar use determinations for conditional uses in two of the three zones and the third zone had a gap. That provision just wasn't there which is what really what raised this issue in the first place is that we had a specific applicant in that one Industrial zone that wanted to use that similar use determination process for a conditional use and it wasn't available and we realized well why is it in these two zones and not this other one and so that was the reason to sort of go and look at what all the gaps might be in terms of that process. So individual property owner involvement didn't occur, which is actually fairly typical for legislative amendments unless you're adding restrictions. So if we were going to take away a use that somebody could do, we absolutely would notify individually. But in this case, it's an expansion.

Commissioners Savas:

I'm a little bit more comfortable with that explanation but I would like – I'm sure the Board is open to amendments but I, you know, what's really important to me is trying to get people back to work and, you know, these people who occupy these zones and place businesses, employ people and I want to make sure that we are as accommodating as possible to help people get back to work and I want to make sure that there's nothing in here that restricts and you're basically guaranteeing there's no restriction. . .

Jennifer Hughes:

Correct, there's no new restrictions.

Commissioner Savas:

And I guess I am – there's been some good testimony and comments that have come along in the last week along the lines of having specificity to outline what can be done in these particular uses. I know we've crossed that path in many different zones and battling a number of those so is there any part or any opportunity to list either examples of acceptable uses in not just this zone but in other zones. Is there any reference to examples of uses allowed so that – or is there enough discretion to disallow something based on interpretation?

Jennifer Hughes:

The way the Zoning and Development Ordinance works, and this is just sort of a historic, you know, style that our Zoning and Development Ordinance has and I think is shared by many other jurisdiction zoning codes, is that we have lists of uses. We have over 40 zoning districts in Clackamas County that have evolved since 1960 so we have quite a few and in virtually every case, there are laundry lists of what you can do and of course then what ends up happening is you leave things out because you just don't remember or the market evolves, you know, and so then this Similar Use determination sort of fills that gap in and the Similar Use provision is discretionary so, you know, of you're listed it's clear, you can do that use. If you're not listed, then you go through this process so in terms of could we change that moving forward, there's probably two different ways that could be done. One would be to increase the size of the lists. You add more uses which is certainly, you know, an approach we could take. Alternatively, you could become much more broad so you can simply say well we allow all retail uses instead of trying to identify, you know, the many different things you might sell so either of those approaches would work and I will say this is really not related to this but it's related to your question. But one of the things kind of at the top of Staff's list of where we might go to revamp the zoning ordinance would be to move to a table of uses because we do have so many zones it's very hard even for Staff to steer people to the proper zoning districts for a particular use 'cause you have to look at so many of them, would be to move to a table, have this list, sort of check the boxes allowed in that zone and I suspect that what will be revealed by going through that exercise is a lot of inconsistencies that then we could go an address and decide really should we be more expansive in certain zones or should we move to a different style but we sort of need to get our arms around what we already have.

Commissioner Savas:

I understand the risk of discretion; I also appreciate the benefit of discretion and say be able to get to yes so in that – what I don't want to see happen or what I would like to see a mechanism that probably wouldn't be language we would include here but a mechanism that if we do happen to get to know that there is not a very cumbersome, expensive difficult process that bogs them down, that there's a fast-track process to have that reviewed. Maybe have that reviewed by the Board of Commissioners or a public review board or panel or something so they don't have to go straight to a hearings officer, hire an attorney and get bogged down in more expense and delay. Do we have a mechanism that goes around the next step is a hearings officer?

Jennifer Hughes:

Currently in the zoning ordinance we do not. The Planning Director decision is appealable just to the Land Use Hearings Officer with one exception and that is exactly what we're talking about now which is an interpretation and – well, I take that back. It goes to the hearings officer first, then if they don't like the hearings officer's decision for interpretations, they can go to you. All other decisions are final at the hearings officer level and the Board doesn't hear those. So in terms of how cumbersome that is, going to the hearings officer on an appeal only costs \$250.00 and they get that back if they're successful, but certainly there's a time frame involved, whether that time frame would be different if we sent it to you as opposed the hearings officer would be something we'd have to look at in terms of scheduling. Cost-wise, hiring an attorney certainly would be a cost but the actual application fee is \$250.00, refundable if they win the appeal.

Commissioners Savas:

Well, you know, we're in a competitive environment, time is money and if they have a better opportunity in another county or another region or another state, we've lost that opportunity because of that delay so I would really like to hear from our legal staff as far as what they might think about a mechanism that would avoid that delay and that cost so we can be competitive and we can respond quickly in a positive way.

Rhett Tatum:

I'd have two thoughts on that. One is if someone proposes a use and it's not listed as an allowed use, it's not listed in the Code and Staff concludes that it's not a similar use either or in those three zones a compatible use. There is always the safety valve of just a legislative text change so that is I want to "X" new business that no one's contemplated before. It's not currently allowed. Staff could review that and we could do a legislative process like we've done on this. That does require going through the Planning Commission first and some notice and then coming before the Board but that safety valve exists. In terms of creating a new process whereby we would skip the hearings officer step, that would be a pretty significant – it would actually be a huge change in the way we review applications so I don't know that ZDO-235 is necessarily the right vehicle for making a massive procedural change but something that we could look at and discuss 'cause I'd certainly agree that staying nimble is crucial to attracting businesses to the County.

Commissioner Damon:

So I appreciate Commissioner Savas' concerns and his attempt to try to figure out a way for us to be more clear and provide more certainty as early as possible and so I'm looking at the letter that we received that prompted us to carry this item over from – who is it from? Wendy Kellington, yeah. And on the back side of that she has a definition of "compatible" and a definition of "similar" just based on Webster's Dictionary and do we have these definitions in the Code so that it's really clear how we're defining "compatible" and "similar"?

Jennifer Hughes:

No, not currently. The terms of course exist now. We're not proposing to add those as new terms as part of ZDO-235. I can't say for sure about "compatible" 'cause I didn't do a search but "similar", I searched just literally our definition section and "similar" popped many times just within that so to define "similar" we're going to affect a lot of things other than just Similar Use determinations. If you were going to go just with the dictionary definition, that might be fine. If you wanted to do something different than a different than a dictionary definition, we would have to go and sort of figure out what else would you be then effectively defining because "similar" exists in so many other circumstances. The reality is when you don't define a term, we rely on the dictionary anyway and the courts use – correct me, you told me yesterday, Webster's Third, so that's where we're going to go which may be exactly what Wendy has cited in her letter.

Commissioner Damon:

And that's just a good clarification, thank you for that, 'cause we've heard some testimony from Mr. Langdon and others about that, you know, when the words "similar" or "compatible" – or comparable rather – are open to the discretion of a particular Staff person's interpretation of what the definition is, that doesn't allow for much certainty for the applicant to know exactly where they're going to land, and looking forward is how can we even provide even greater clarity about, you know, how those two words would be interpreted within the ZDO.

Jennifer Hughes:

Yes, and we would refer to the dictionary in that circumstance. Your normally definitions in the zoning ordinance are for more technical terms or where you're really trying to narrow a definition beyond what you would find if you went to a dictionary. That tends to be the way but, you know, there isn't anything that would prevent us from adding a definition for "similar". It's just a question of whether you're going to inadvertently go somewhere you didn't mean to go. We'd want to probably evaluate how that applies in other circumstances if it wasn't going to be the dictionary.

Commissioner Damon:

Yeah, okay, thank you.

Commissioner Lininger:

Well, maybe we've kind of moved through this. I was going to say that since what you're proposing is an expansion over the baseline, hopefully that's not a controversial notion, an expansion, and while we do need to have more clarity, it seems like there's a limit to how far we can get. In this conversation, I see a bunch of people waiting in the audience who are hoping to give us their input so my own thought would be I'm all for talking about this more in public meetings but maybe we could do that . . . we could vote this but we might not need to solve the problem of exactly what kind of table and what definitions right now since what we're looking at is an expansion.

Chair Lehan:

This is not a public hearing today is my understanding. It's a continuation for discussion from the previous public hearing because we had questions raised that we needed answered. So with that – yes, now I have the wrong papers.

MOTION:

Commissioner Bernard:

Madam Chair, I move we approve ZDO-235 as recommended by the Planning Commission but with the changes subsequently made and recommended by Staff. Correct?

Commissioner Lininger:

I'll second that.

Chair Lehan:

It's been moved by Commissioner Bernard and seconded by Commissioner Lininger that we approve ZDO-235 as recommended by the Planning Commission with the changes subsequently made. Any further discussion on this item?

Commissioner Savas:

I'm want to vote for this but I'm going to request or make a motion or in the future that we bring the other discussion we had about streamlining, identifying those uses and try to find a way to help people quicker, sooner, and avoid the instant to the hearings officer step.

Chair Lehan:

I think that's part of a larger process that we will be launching. Then if there's no further discussion, all those in favor signify by saying "Aye".

Commissioner Damon:

Aye.

Commissioner Savas:

Aye.

Commissioner Lininger:

Aye.

Commissioner Bernard:

Aye.

Chair Lehan:

Aye.

Chair Lehan:

The motion passes 5-0 which is unanimous.

V. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

VI. CITIZEN COMMUNICATION

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

1. Jenni Tan, West Linn – representing Clackamas Women’s Services – spoke in support of children safety.
2. Patti Hoag, Milwaukie – domestic violence survivor – supports children safety.
3. Antoinette Newman, West Linn – supports Clackamas Women’s Services.
4. Susan Bartz, Lake Oswego – supports children safety.
5. Heather Chrisman, Lake Oswego – opposes the citizen initiative on light rail that is on Sept. ballot.
6. Karen Jealors, Milwaukie – opposes the citizen initiative on light rail that is on the Sept. ballot.
7. William Wehr, Damascus – asked for evening mtgs., ethic violation, opposes trimet.
8. Brian Johnson, Gladstone – read a letter from his brother Kevin Johnson regarding the Gladstone library.

Commissioner Savas asked staff for information about the Library District’s roll.

9. Lyneil Vandermolen, Tualatin – opposes ICLEI.
10. Jeanne Freeman, West Linn – requested evening meetings

Chair Lehan stated evening meetings are under discussion; she also stated she needs to leave for a meeting with Oregon City and handed the gavel to Commissioner Bernard

11. Bob Shannon, Damascus – traffic and speed on 172nd, he spoke with Joe Marek regarding traffic on 172nd.
12. Yvonne Lazarus, Milwaukie – opposes light rail.
13. Mack Woods, Canby – freedom of speech.
14. Maryanna Moore, Gladstone – wants evening meetings.

Commissioners stated there are discussions of evening meetings.

15. Les Poole, Oak Grove – light rail vote, economic planning, when will 25 million be on agenda.
16. Richard Langdon, Portland – want his three minutes to be in silence.

VII. CONSENT AGENDA

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

Commissioner Damon: I move we approve the consent agenda.

Commissioner Savas: Second.

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Vice Chair Bernard: Aye.

Vice Chair Bernard - the motion passes 4-0.

A. Health, Housing & Human Services

1. Approval of a Contract with Tri-County Metropolitan Transportation District of Oregon for Operating Expenses of the Mountain Express Bus Service in the Hoodland Area - ssp
2. Approval of an Acute Inpatient Psychiatric Service Agreement with Providence Health and Services for Acute Inpatient Psychiatric Service and Acute Outpatient Mental Health Services - BH

B. Department of Employee Services

1. Renewal of the Service Agreement with Kaiser Foundation Health Plan of the Northwest for the 2012 Plan Year
2. Approval of the Employer Group Contract with Providence Medicare Health Plans effective January 1, 2012

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – bcc
2. Approval to Enter into an Intergovernmental Agreement between Clackamas County Sheriff's Office and the State of Oregon, Oregon Department of Transportation to Participate in the Motor Carrier Safety Assistance Program - ccso

D. County Counsel

1. Approval of a Restrictive Covenant Required to Comply with Land Use Approval Conditions for Clackamas County Jail Renovation Project Phase B

VIII. WATER ENVIRONMENT SERVICES

1. Approval of an Engineering Services Agreement Amendment for the Clackamas County Service District No. 1 Intertie #2 Project – Final Design

IX. COMMISSIONERS COMMUNICATION

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

Steve Wheeler, County Administrator stated we would like to adjourn today's meeting in memory of two county employees who have recently passed away.

Maryann Barrington-Gietzen – Maryann was an employee in Health, Housing and Human Services who passed away on March 14. She worked in H3S Office of Business Services fiscal section since 2001. Maryann loved doing things with her family and visiting the family ranch once a year in Wyoming. Her friends and colleagues here at the County will remember her for her excellent work and dedication. She was a great friend and coworker.

And

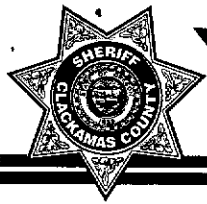
Jim Penkert – Jim was an employee at Water Environment Services who passed away on March 4. Jim worked for Clackamas County for 27 years, and was a maintenance supervisor at WES. Jim loved spending time with his family, camping, BBQ's, riding his motorcycle, and watching the Seattle Seahawks. He also loved going to the Cotton Festival and spending time with his family in Texas. Jim was in the 1st Cavalry Tank Division and served from 1974 to 1977. He was stationed at Fort Hood Texas, had a Medal as a Sharpshooter and was honorably discharged. Jim was proud of his service in the Military. He was a good friend with a great sense of humor.

Our thoughts and prayers are with their families - Maryann and Jim were wonderful County Employees their service to Clackamas County will always be appreciated.

MEETING ADJOURNED – 12:30

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

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



Clackamas County Sheriff's Office

19

CRAIG ROBERTS, Sheriff

May 31, 2012

Board of Commissioners
Clackamas County

Members of the Board:

APPROVAL OF THE IGA BETWEEN THE CLACKAMAS COUNTY SHERIFF'S OFFICE
AND THE U.S.D.A. FOREST SERVICE,
MT. HOOD NATIONAL FOREST LAW ENFORCEMENT 3/1/12 – 9/30/12

Each year the U.S. Forest Service, Mt. Hood National Forest, provides funds to hire deputies for patrolling U.S. Forest Services lands during the peak summer months.

The attached agreement covers the time period of January 1, 2012 through December 31, 2012. Regular patrol activity begins in May 2012. The Deputies are chosen and supervised by the Sheriff's Department.

The total amount to be paid under the terms of this operating plan cannot exceed \$78,650.00. The Forest Service reimburses the Sheriff's Office for the cost of a portion of two deputies for this time period.

The Clackamas County Sheriff's Office has provided this service for many years and the program is very successful. The Forest Service is very pleased with this program because it adds greater security to the Forest Service lands.

County Counsel has approved this agreement.

RECOMMENDATION:

I recommend the approval of this agreement with the U. S. Forest Service.


Matt Ellington
Undersheriff

For more information on this issue or copies of attachments please contact Kevin Layng at
503-655-8218



COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
Clackamas County Sheriff's Department
And The
USDA, FOREST SERVICE
Mt. Hood National Forest

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Clackamas County Sheriff's Department, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Mt. Hood National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System Lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Clackamas County Cooperator Law Enforcement Agreement

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.



- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV.J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest



Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

Submit original invoice(s) for payment to:

USDA, Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894
E-Mail: asc_ga@fs.fed.us

Send copy to:

Andy Coriell, Patrol Captain
U.S. Forest Service
Northern Oregon Zone
16400 Champion Way
Sandy, OR 97055
Phone: 503-668-1789
E-Mail: acoriell@fs.fed.us

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

Principal Cooperator Contacts:

| Cooperator Program Contact | Cooperator Administrative Contact |
|--|--|
| Name: Kevin Layng, Captain Address: 9101 SE Sunnybrook Blvd. City, State, Zip: Clackamas, OR 97015 Telephone: 503-785-5000 FAX: 503-785-5028 Email: kevinlay@co.clackamas.or.us | Name: Barbara Hass, Administrative Mgr. Address: 9101 SE Sunnybrook Blvd. City, State, Zip: Clackamas, OR 97015 Telephone: 503-785-5012 FAX: 503-785-5027 Email: bhass@co.clackamas.or.us |

Principal U.S. Forest Service Contacts:

| U.S. Forest Service Program Manager Contact | U.S. Forest Service Administrative Contact |
|---|--|
| Name: Andy Coriell, Patrol Captain Address: 16400 Champion Way City, State, Zip: Sandy, OR 97055 Telephone: 503-668-1789 FAX: 503-668-1738 Email: acoriell@fs.fed.us | Name: Maria Grevstad Address: 16400 Champion Way City, State, Zip: Sandy, OR 97055 Telephone: 503-668-1625 FAX: 503-688-1771 Email: mgrevstad@fs.fed.us |



- C. This agreement has no effect upon the Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- D. An Annual Operating Plan will be negotiated on a fiscal year basis. At the end of the fiscal year, funds not spent may be carried forward to the next fiscal year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, (*see related Provision IV-W*) funds not spent will be deobligated.
- E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:
1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
 2. Specific beginning and ending dates.
 3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
 4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
 5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
 6. Billing frequency requirement(s). *See related Provisions II-H and III-B*
 7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
 8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.
- G. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.



- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- I. The Cooperator's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.
- K. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

When the U.S. Forest service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.

- L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement the Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition



instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.

- M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of the Cooperator's purchase of equipment or supplies.
- N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
1. Making an administrative offset against other requests for reimbursements.
 2. Withholding advance payments otherwise due to the Cooperator.
 3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

- P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- R. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- S. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned:

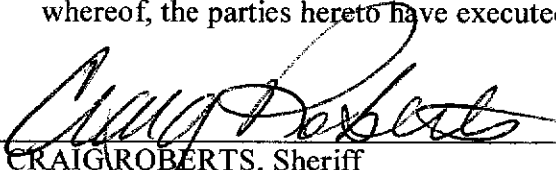


a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

T. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

U. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through 30 September 2017.

V. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.



CRAIG ROBERTS, Sheriff
Clackamas County Sheriffs Office

5-22-12

Date

CHRIS WORTH, Forest Supervisor
U.S. Forest Service, Mt. Hood National Forest

Date

Clackamas County Chair

Date

BARB SEVERSON
Special Agent in Charge
Pacific Northwest Region

Date



The authority and format of this agreement have been reviewed and approved for signature.

JANELLE GEDDES (12LE11060600009)
U.S. Forest Service Grants & Agreements Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN**

**Between The
CLACKAMAS COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
MT. HOOD NATIONAL FOREST**

2012 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Clackamas County Sheriff's Department, hereinafter referred to as the "Cooperator", and the USDA, Forest Service, Mt. Hood National Forest, hereinafter referred to as the "U.S. Forest Service", under the provisions of Cooperative Law Enforcement Agreement # 12-LE-110606-009 executed on _____, 2012. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2012, through December 31, 2012.

Previous Year Carry-over: NA

Fiscal Year Obligation: \$78,650.00

FY 2012 Total Annual Operating Plan: \$78,650.00

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated, to make or receive requests for special enforcement activities:

Principle Cooperator Contacts:

| Cooperator Program Contact | Cooperator Administrative Contact |
|--|--|
| Name: Kevin Layng, Captain Address: 9101 SE Sunnybrook Blvd. City, State, Zip: Clackamas, OR 97015 Telephone: 503-785-5000 FAX: 503-785-5028 Email: kevinlay@co.clackamas.or.us | Name: Barbara Hass, CMA Address: 9101 SE Sunnybrook Blvd. City, State, Zip: Clackamas, OR 97015 Telephone: 503-785-5012 FAX: 503-785-5027 Email: bhass@co.clackamas.or.us |



Principle U.S. Forest Service Contacts:

| U.S. Forest Service Program Manager Contact | U.S. Forest Service Administrative Contact |
|--|---|
| Name: Andy Coriell, Captain Address: 16400 Champion Way City, State, Zip: Sandy, OR 97055 Telephone: 503-668-1789 FAX: 503-668-1738 Email: acoriell@fs.fed.us | Name: Maria Grevstad, Admin Assistant Address: 16400 Champion Way City, State, Zip: Sandy, OR 97055 Telephone: 503-668-1625 FAX: 503-668-1771 Email: mgrevstad@fs.fed.us |

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Wages at the prevailing rate of \$93.67 per hour and overtime rate of \$99.62.

- C. Funds in the amount of **\$78,650.00** are currently available for performance of this instrument through **December 31, 2012**. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond December 31, 2012, until funds are made available to the Forest Service for performance and until the Cooperator receives notice of availability by written modification by the Forest Service.

At the end of the fiscal year, funds not spent may be carried forward to the next fiscal year, or deobligated at the request of the U. S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.

II. PATROL ACTIVITIES:

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

Timely reports and/or information relating to incidents or crimes that have occurred on National Forest System lands should be provided to the U.S. Forest Service as soon as possible.

The primary patrol activities will be during the summer months of May through September; the tour of duty will be ten hours per day on Friday, Saturday and Sunday, and include the national holidays of May 28, 2012, July 4, 2012 and September 3, 2012. Patrol activities may also occur during other months, as funding permits and as agreed to between the Cooperator and U.S. Forest Service. Patrol dates may be varied to address operational needs after mutual agreement between the Cooperator's and the U.S. Forest Service's representatives.

Each tour of duty should begin between 12:00 PM and 4:00 PM and remaining work hours may be varied as agreed to between the Cooperator and U.S. Forest Service.



The assigned Deputies will check in, as practical with the Ranger District Office or U.S. Forest Service Law Enforcement Officer when they begin their tour of duty, in person, by radio or telephone.

During scheduled vacations the cooperator, when possible, provide fill in Deputies for patrol.

The assigned Deputies would be available for other support and assistance as requested by the U.S. Forest Service.

There are patrol related activities, which will impact the Cooperating Deputy's time and will cause them to be away from the patrol route (court, reports, or responding to incidents off National Forest). No adjustment to this plan will be required so long as the activities are held to, not more than 5 percent of the Deputy's scheduled time.

- Patrol on following U.S. Forest Service roads:

One Deputy will be assigned to National Forest System lands within the Zigzag Ranger District. The patrol will begin near Zigzag, Oregon and will include National Forest lands north and south of State Hwy. 26 and east of the Forest boundary to Timothy Lake.

One Deputy will be assigned to National Forest System lands within the Clackamas River Ranger District. The patrol will begin near Estacada, Oregon and will include National Forest lands north and south of Hwy. 224 and east of the Forest boundary, and lands adjacent to U.S. Forest Service Roads 46, 63 and 70.

- Patrol in the following campgrounds, developed sites, or dispersed areas:

Zigzag Ranger District:

Burnt Lake and Ramona Falls Trailheads, and all dispersed campsites.
Timothy Lake, and all lands and roads adjacent to Timothy Lake.
Trillium Lake, and all lands and roads adjacent to Trillium Lake.
Dispersed recreation along U.S. Forest Service Road 5750 and 5750-220 south of Gone Creek Campground.

Clackamas River Ranger District:

Dispersed recreation areas east of Promontory Park on Hwy. 224
Dispersed recreation areas east of Hwy. 224 via U.S. Forest Service Road 57 and 4630.
Dispersed recreation areas via U.S. Forest Service Roads 46, 63 and 70.
(Bagby Hot Springs Recreational Area)

Patrol routes may be varied at the discretion of the assigned Deputies in order to effectively deal with incidents at other locations as they occur.

Search and rescue within the Mt Hood National Forest, within Clackamas County, is the responsibility of the Clackamas County Sheriff. The role of the assigned Deputies to this agreement is to take initial action on search and rescue incidents and to coordinate subsequent (short term) activities.



Total reimbursement for this category shall not exceed the amount of \$78,650.00

III. TRAINING:

See Cooperative Law Enforcement Agreement Provisions IV-K for additional information.

IV. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L and IV-M for additional information.

- A. The Forest Service agrees to reimburse Clackamas County for equipment and supplies in an amount not to exceed \$1,000.00. All purchases must be approved by the Forest Service prior to purchase. Documentation of such purchases shall become part of the Cooperative Agreements' official file.
- B. The Forest Service may loan Clackamas County equipment as needed, when mutually agreed. While in possession of Clackamas County, maintenance of this equipment shall be the responsibility of the Cooperator and shall be returned in same condition as time of transfer.

V. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

Authorized activities associated with Drug Enforcement will be identified separately on billings supplied by the Cooperator.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.



3. **Group Gatherings/Other Situations:** This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

C. Billing Documentation:

The billing for each incident shall include individual employee times and their agreement rate. Such times will be documented on Crew Time Reports, shift tickets or other agreed upon form, and must be approved by incident management personnel.

For billing done using procedures specified in Section V-B-2, original documentation will be maintained by the Forest Service in the appropriate fire documentation boxes or appropriate incident management personnel; the Cooperator will maintain copies of all such documentation.

VI. BILLING:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L and IV-M for additional information.

- A. The Cooperator will submit invoices for reimbursement of services provided under Section II of this agreement monthly or quarterly, at the discretion of the Cooperator.

USDA Forest Service
Albuquerque Service Center
Payments-Grants and Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Invoices may also be faxed to:

1-877-687-4894
FAX coversheet should be addressed to:
USDA Forest Service
ASC – Payments-Grants and Agreements

The Cooperator will prepare an itemized statement for each invoice submitted to the Albuquerque Service Center. The statement will be in sufficient detail to allow the Forest Service to verify expenditures authorized. The itemized statement for reimbursement will also include the following information:

1. Areas patrolled and miles traveled on NFS lands.
2. Person-hours worked in NFS patrol areas.
3. Copies of completed Daily Activity Reports.
4. Copies of invoice submitted.



By execution of this modification, Clackamas County certifies that the individuals listed in this document, as representatives of Clackamas County, are authorized to act in their respective areas for matters related to this instrument.

The statement should be sent to the following address:

USDA Forest Service, Law Enforcement & Investigations
Northern Oregon Zone
ATTN: Andy Coriell, Captain
16400 Champion Way
Sandy, OR 97055

- B. For reimbursement of services provided under Sections V-B-1 and V-B-3 of this agreement, billing instructions will be specified in the revised Operating Plan.
- C. For reimbursement of services provided under Section V-B-2 of this agreement, the following billing procedure will be used.

Incident management personnel will prepare an Emergency Use Invoice and, upon concurrence of the Cooperator, will submit the invoice for payment along with all required documentation using normal incident business procedures.

The designated representative, IMT official, or a designated forest incident business official, will approve the invoice and submit to the Albuquerque Service Center, Incident Finance, for payment along with a copy of the current Operating Plan.

- D. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*



In witness whereof, the parties hereto have executed this Operating Plan as of the last date written below.

Craig Roberts
CRAIG ROBERTS, Sheriff
Clackamas County

5-22-12
Date

Clackamas County Chair

Date

CHRIS WORTH, Forest Supervisor
U.S. Forest Service, Mt. Hood National Forest

Date

BARB SEVERSON
Special Agent in Charge
Pacific Northwest Region

Date

The authority and format of this instrument have been reviewed and approved for signature.

JANELLE GEDDES (12LE11060600009)
U.S. Forest Service Grants & Agreements Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

Stephen L. Madkour
County Counsel

David W. Anderson
Kimberley Ybarra
Kathleen Rastetter
Scot A. Sideras
Chris Storey
Scott C. Ciecko
Alexander Gordon
Rhett C. Tatum
Assistants

May 31, 2012

Board of Commissioners
Clackamas County

Members of the Board:

Resolution Authorizing the Withdrawal from Special Advocacy Fund

Clackamas County is a member of the Association of Oregon and California Land Grant Counties (Association of O & C Counties). In 2009 a number of Oregon Counties entered into an Intergovernmental Agreement (IGA) for the creation of a Special Advocacy Fund to provide resources necessary to support efforts to reauthorize the Secure Rural Schools (SRS) legislation and to fund participation in development of a long-term management solution when the SRS funding is no longer available. The IGA expires on November 2012.

The proposed Resolution allows the Association to withdraw \$17,522 from the fund for the purposes of funding the Association's advocacy for continuation of SRS legislation. The withdrawal will serve as the county's payment of its membership dues for 2012-13.

The remainder of the county's contribution of \$21,294 in the fund will be returned to Clackamas County on or about November 1, 2012.

RECOMMENDATION:

Staff respectfully recommends that the Board approve the attached Resolution.

Respectfully submitted,

Stephen L. Madkour
County Counsel

For more information on this item please contact Stephen Madkour at 503/655-8362 or Smadkour@clackamas.us

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

**Clackamas County Resolution
Authorizing Withdrawal from
Special Advocacy Fund**



Resolution No.

Page 1 of 2

WHEREAS, the County has a statutory right to share in annual receipts from the O&C lands; and

WHEREAS, it is in the interest of the County to participate in legislative and administrative activities affecting management of the O&C lands and revenues received on account of those lands, in order to protect, preserve, and enhance the County's interests; and

WHEREAS, the County is a member of the Association of Oregon and California Land Grant Counties (the "Association") and the Association, on behalf of its member counties, engages in activities affecting the management of O&C lands and O&C related revenues in order to protect, preserve, and enhance the interests of the Association's members; and

WHEREAS, members of the Association entered into an intergovernmental agreement in 1989 establishing reserve funds (the "Endowment Fund") for the purpose of providing revenues enabling the Association to carry out its mission, providing services and undertaking projects on behalf of and for the benefit of the member counties through November 1, 2009, when the Endowment Fund expired; and

WHEREAS, members of the Association entered into an intergovernmental agreement in 2009 to create a "Special Advocacy Fund," to replace the Endowment Fund and carry out activities in furtherance of the County's interests, and provide continued funding for the Association's efforts to protect the County's interests in the O&C lands and O&C related revenues through November 1, 2012, when the Special Advocacy Fund terminates; and

WHEREAS, at the Association's annual meeting in 2011, the representatives of the member counties present voted to request that all counties participating in the Special Advocacy Fund approve an additional withdrawal from the Fund prior to its expiration on November 1, 2012, for the purpose of funding the Association's advocacy for continuation of Secure Rural Schools legislation that provides payments to counties, and associated land management solutions; and

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

**Clackamas County Resolution
Authorizing Withdrawal from
Special Advocacy Fund**



Resolution No.
Page 2 of 2

WHEREAS, the County desires to approve an additional withdrawal from its balance in the Special Advocacy Fund prior to the Fund's expiration on November 1, 2012, for the purpose of funding the services of the Association and its forestry and economics consultants, including advocating for continuation of federal Secure Rural Schools legislation that provides payments to counties, and associated management solutions when direct payments are no longer a viable option;

NOW, THEREFORE, it is hereby resolved:

1. Clackamas County hereby approves a withdrawal by the Association of \$17,522 from the County's balance in the Special Advocacy Fund, prior to the return of the remaining balance of \$21,294 on or about November 1, 2012.
2. The additional withdrawal authorized herein will serve as payment of the County's regular membership dues for the Association for 2012-2013, as well as provide additional funding for the advocacy necessary to extend Secure Rural Schools safety net legislation and management solutions that may be considered by Congress in connection with eventual termination of SRS payments.

Dated this ____ day of _____, 2012

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



Dana S. Robinson
Director

DEPARTMENT OF EMERGENCY MANAGEMENT

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

May 31, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**APPROVAL OF THE URBAN AREA SECURITY INITIATIVE (UASI) INTERGOVERNMENTAL AGREEMENT
AMENDMENT #1 BETWEEN CLACKAMAS COUNTY AND CITY OF PORTLAND
FOR FY 2011 GRANT PURCHASES**

The Clackamas County Department of Emergency Management requests approval of Amendment #1 to the Intergovernmental Agreement between Clackamas County and the City of Portland regarding purchases and reimbursement made according to the Urban Area Security Initiative Grants awarded for FY 2011.

The Urban Area Security Initiative (UASI) is comprised of the City of Portland and the contiguous counties of Clackamas, Multnomah, Washington, Columbia and Clark County, Washington. In FY 2011, \$4,925,160 was awarded to the UASI region. \$323,939 of the total will directly benefit law enforcement, fire, public works and emergency management within Clackamas County in the form of funding equipment, planning and staffing.

Clackamas County will also benefit from an amount of \$2,669,902 from UASI funded regional projects related to training, exercise, and equipment, as well as the continued support of a regional Intelligence Fusion Center, WebEOC and enhanced regional response capabilities.

On September 15, 2011, the Board entered into an Intergovernmental Agreement with the City of Portland related to grant administration for the FY 2010 UASI grants. This is the first amendment for this agreement to address the FY2011 grant year. This amendment extends that original agreement to cover FY 2011 grant administration as well.

On March 28th, 2012, the Portland City Council passed an Ordinance to accept the UASI FY 2011 grant from the State of Oregon.

County Counsel has approved Amendment #1 as to form.

RECOMMENDATION

Staff respectfully recommends approval of this proposed IGA Amendment between the City of Portland and Clackamas County for submission to the Portland City Council for their signature and adoption.

Sincerely,

Dana Robinson
Director

For information on this issue or copies of attachments
please contact Nora Yotsov at (503) 650-3386

AMENDMENT NO 1
CONTRACT NO. 30002299
FOR
Clackamas County

Pursuant to Ordinance No. _____

The **Intergovernmental Agreement ("IGA")** was made and entered into by and between Clackamas County, hereinafter called "Recipient", and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

RECITALS:

1. The Urban Areas Security Initiative (UASI) FY 2011 grant has been awarded from the US Department of Homeland Security (Grantor) through the State (Grantee) for administration by the City of Portland (Subgrantee).
2. The disposition of the grant funds to different governmental bodies, and the City, was achieved through intergovernmental agreements (IGAs) between the City and these entities. One such agreement was entered into between the City of Portland and Recipient.
3. The City further wishes to amend its IGA with the Recipient to extend the time of its operation.

NOW, THEREFORE, the parties agree:

1. To comply with all terms of the U. S Department of Homeland Security, Urban Area Security Initiative (UASI) Grant CFDA # 97.008, Grant No. 11-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds.
2. Section 3 is amended to read as follows:

Effective Date and Duration: This IGA shall be effective from the date all parties have signed and shall be terminated on 3/31/2014 unless otherwise extended by the parties in writing or this IGA is terminated due to failure of one of the Parties to perform.

All other terms and conditions shall remain unchanged and in full force and effect.

This contract amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same contract amendment.

The parties agree the City and Contractor may conduct this transaction by electronic means, including the use of electronic signatures.

Clackamas County _____

By: _____ Date: _____

Name

Title

Signature of Fiscal Representative of the Recipient Agency

Address: _____

Telephone: _____

Contract No. 30002299

Amendment/Change Order No. 1

Contract Title: Clackamas County IGA

CITY OF PORTLAND SIGNATURES:

By: _____
Chief Procurement Officer

Date: _____

By: _____
Elected Official

Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

By: _____
Office of City Attorney

Date: _____

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
URBAN AREA SECURITY INITIATIVE GRANT PROGRAM
CFDA # 97.008**

GRANT AWARD CONDITIONS AND CERTIFICATIONS

| | | | |
|------------------|---|----------------|---------------------|
| PROGRAM NAME: | FY 2011 UASI | GRANT NO: | # 11-170 |
| SUBGRANTEE: | City of Portland | FEDERAL AWARD: | \$4,925,160 |
| ADDRESS: | Portland Bureau of Emergency Management 1001 SW Fifth Ave, Ste 650 Portland, OR 97204 | AWARD PERIOD: | 3/1/12 thru 5/31/14 |
| PROGRAM CONTACT: | Carmen Merlo carmen.merlo@portlandoregon.gov | TELEPHONE: | (503) 823-2691 |
| FISCAL CONTACT: | Shelli Tompkins shelli.tompkins@portlandoregon.gov | TELEPHONE: | (503) 823-4187 |

BUDGET

| | |
|--|--------------------|
| Equipment | |
| CBRNE Prevention and Response Watercraft | \$320,000 |
| CBRNE Logistical Support | \$315,000 |
| CBRNE Operational/Search and Rescue | \$25,000 |
| Explosive Device Mitigation | \$43,000 |
| Information Technology | \$44,460 |
| Interoperable Communications | \$256,207 |
| Medical | \$90,000 |
| Other Authorized Equipment | \$109,937 |
| Personal Protective Equipment | \$122,000 |
| Power | \$90,000 |
| Terrorism Incident Prevention | \$1,000,000 |
| Exercises | \$513,696 |
| Planning | \$1,520,539 |
| Training (ODP-approved) | \$229,063 |
| Administration | \$246,258 |
| Total | <u>\$4,925,160</u> |

GRANT AWARD AGREEMENT AND PROVISIONS

I. Provisions of Award

- A. Agreement Parties. This Agreement is between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM) and the Subgrantee.
- B. Effective Date. This Agreement shall become effective on the date this Agreement has been fully executed by every party. Agreement termination shall not extinguish or prejudice OEM's right to enforce this Agreement with respect to any default by Subgrantee that has not been cured.
- C. Source of Funds. Payment for this Program will be from the Fiscal Year 2011 Urban Area Security Initiative Grant Program.
- D. Merger Clause; Waiver. This Agreement and referenced documents constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modifications or change of terms of this Agreement shall be binding unless agreed to in writing and signed by both the Subgrantee and OEM. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given.
- E. Acknowledgment. The Subgrantee, by signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this Agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the Agreement, denial of future grants, and/or damages to OEM.

TERMS AND CONDITIONS

II. Conditions of Award

- A. The Subgrantee agrees that all allocations and use of funds under this Agreement will be in accordance with the Homeland Security Grant Program guidance and application kit and to expend funds in accordance with the approved budget. OEM may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by OEM. Failure of the Subgrantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of this Agreement.
- B. To ensure consistency among statewide planning efforts, the Subgrantee agrees to coordinate grant funded planning projects with OEM, to include assistance with the creation of a scope of work, review and approval of service providers, and overall project direction.
- C. The Subgrantee agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.
- D. The Subgrantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- E. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- F. By accepting FY 2011 funds, the Subgrantee certifies that it has met NIMS compliance activities outlined in the NIMS Implementation Matrix for State, Tribal, or Local Jurisdictions. Additional information on achieving compliance is available through the NIMS Resource Center at <http://www.fema.gov/emergency/nims/>.

G. Administrative Requirements, Retention and Access to Records, and Audits.

1. Administrative Requirements. The Subgrantee agrees to comply with all financial management and procurement requirements (Section H), including competitive bid processes and other procurement requirements, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR) and the Office of Management and Budget (OMB) Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:
 - a. Administrative Requirements. 44 CFR Part 13 (State and Local Governments).
 - b. Cost Principles. 2 CFR Part 225 (State, Local, and Tribal Governments) and 48 CFR Part 31.2 (Federal Acquisition Regulations - Contracts with Commercial Organizations).
 - c. Audit Requirements. OMB Circular A-133 (States, Local Governments, and Non-Profit Organizations).
2. Retention of Records. All financial records, supporting documentation, and all other records pertinent to this grant or agreements under this grant shall be retained by the Subgrantee for a minimum of six years following termination, completion or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.
3. Access to Records. OEM, Oregon Secretary of State, Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the Subgrantee and any contractors or subcontractors of the Subgrantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
4. Audits. If the Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, the Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If the Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, the Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section II.G.3 herein.
5. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If the Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

H. Procurement Standards.

1. The Subgrantee shall use their own procurement procedures provided that the procurement conforms to applicable Federal (44 CFR Part 13.36) and State law (ORS 279A, 279B, 279C) and standards.
2. The Subgrantee agrees to provide the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.) that must be paid to workers in each trade or occupation that is used in performing all or part of this Agreement.
3. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to the Subgrantee. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
4. The Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or

draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

5. The Subgrantee agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

I. Property/Equipment Management and Records Control, and Retention of Records.

1. Property/Equipment Management and Records Control. The Subgrantee agrees to comply with all requirements set forth in 44 CFR Part 13.31-33 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the following requirements:
 - a. All property/equipment purchased under this Agreement, whether by the Subgrantee or a subcontractor, will be recorded and maintained in the Subgrantee's property/equipment inventory system.
 - b. The Subgrantee shall maintain property/equipment records that include: a description of the property/equipment; the manufacturer's serial number, model number, or other identification number; the source of the property/equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost; the location, use and condition of the property/equipment; and any ultimate disposition data including the date of disposal and sale price of the property/equipment.
 - c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
 - d. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property/equipment. Any loss, damage, or theft shall be investigated.
 - e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
 - f. If the Subgrantee is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
 - g. The Subgrantee agrees that, when practicable, any property/equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security".
 - h. The Subgrantee shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and the subgrantees who receive pass-through funding from this Agreement.
2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of six years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under the Urban Area Security Initiative Grant Program shall vest in the Subgrantee agency that purchased the property/equipment, if it provides written certification to OEM that it will use the property/equipment for purposes consistent with the Urban Area Security Initiative Grant Program.

J. Funding.

1. Matching Funds. This Grant does not require matching funds.
2. Allowable Costs. The Subgrantee agrees that all allocations and use of funds under this Agreement will be in accordance with the Fiscal Year 2011 Homeland Security Grant Program guidance and application kit.
3. Supplanting. The Subgrantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Subgrantee to fund programs consistent with Urban Area Security Initiative Grant Program guidelines.

K. **Reports.** Failure of the Subgrantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments and/or termination of this Agreement.

1. **Performance Reports.**

The Subgrantee agrees to submit performance reports on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2011 Urban Area Security Initiative Grant Program and how they address identified project specific goals and objectives.

Reports are due to OEM by the end of each calendar year quarter.

Any Performance Report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant. The Subgrantee must receive prior written approval from OEM to extend a performance report requirement past its due date.

2. **Financial Reimbursement Reports.**

- a. In order to receive reimbursement, the Subgrantee agrees to submit a signed Request for Reimbursement (RFR) which includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted no later than one month following the end of each calendar year quarter, and a final RFR must be submitted no later than one month following the end of the grant period.
- b. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- c. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- d. Reimbursements will only be made for actual expenses incurred during the grant period. The Subgrantee agrees that no grant funds may be used for expenses incurred before March 1, 2012 or after May 31, 2014.
- e. The Subgrantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. OEM shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.

3. **Audit Reports.** The Subgrantee shall provide OEM copies of all audit reports pertaining to this Agreement obtained by the Subgrantee, whether or not the audit is required by OMB Circular A-133.

L. **Indemnification.**

The Subgrantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of the Subgrantee, its officers, employees, subcontractors, or agents under this Agreement.

The Subgrantee shall require any of its contractors or subcontractors to defend, save, hold harmless and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this Agreement.

The Subgrantee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, OEM, and their officers, employees and members are Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this Agreement.

- M. Time is of the Essence. The Subgrantee agrees that time is of the essence under this Agreement.
- N. Copyright. If this Agreement or any program funded by this Agreement results in a copyright, OEM and the U.S. Department of Homeland Security reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which the Subgrantee, or its contractor or subcontractor, purchases ownership with grant support
- O. Governing Law, Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between OEM (and/or any other agency or department of the State of Oregon) and the Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. The Subgrantee, by execution of this Agreement, hereby consents to the In Personam Jurisdiction of said courts, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- P. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to the Subgrantee or OEM at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- Q. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of OEM, the Subgrantee, and their respective successors and assigns, except that the Subgrantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of OEM.
- R. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section II.G (Administrative Requirements, Retention and Access to Records, and Audits); Section II.H (Procurement Standards); Section II.I (Property/Equipment Management and Records Control, and Retention of Records); Section II.K (Reports); and Section II.L (Indemnification).
- S. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- T. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

III. Subgrantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17.) The Subgrantee shall establish procedures to provide for effective use and/or dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying. The Subgrantee is required to comply with 44 CFR Part 18, *New Restrictions on Lobbying* (http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr18_07.html). The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
- C. Compliance with Applicable Law. The Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 44 CFR Part 13.
 2. Cost Principles set forth in 2 CFR Part 225 and 48 CFR Part 31.2.
 3. Audit Requirements set forth in OMB Circular A-133.
 4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
 5. The Freedom of Information Act (FOIA), 5 U.S.C. §552 with consideration of State and local laws and regulations regarding the release of information and regulations governing Sensitive Security Information (49 CFR Part 1520).
- D. Non-discrimination and Civil Rights Compliance. Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.
1. Non-discrimination and Civil Rights Compliance. The Subgrantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this Agreement on the basis of race, color, age, religion, national origin, disability, or gender. The Subgrantee, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Nondiscrimination Regulation 44 CFR Part 7;
 - b. Title II of the Americans with Disabilities Act (ADA) of 1990;In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability or gender against the Subgrantee or any of its contractors or subcontractors, the Subgrantee or any of its contractors or subcontractors will forward a copy of the finding to OEM.
 2. Equal Employment Opportunity Program. The Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. The Subgrantee must maintain a current copy on file.
 3. Services to Limited English Proficient (LEP) Persons. National origin discrimination includes discrimination on the basis of limited English proficiency. Recipients of federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by LEP persons to important benefits, programs, information and services. For additional information, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation

1. The Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act (44 CFR Part 10)
 - b. National Historic Preservation Act,
 - c. Endangered Species Act, and
 - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of the Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. The Subgrantee shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. The Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of the Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Subgrantee, upon specific request from the U.S. Department of Homeland Security, agrees to cooperate with the U.S. Department of Homeland Security in any preparation by the U.S. Department of Homeland Security of a national or program environmental assessment of that funded program or activity.

F. Drug Free Workplace Requirements. The Subgrantee certifies that it will provide a drug-free workplace. There are two general requirements if you are a recipient other than an individual.

1. You must make a good faith effort, on a continuing basis, to maintain a drug-free workplace. Briefly, those measures are to:
 - a. Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see 44 CFR Part 17.6); and
 - b. Take actions concerning employees who are convicted of violating drug statutes in the workplace.
2. You must identify all known workplaces under your Federal awards.

Additional information can be referenced at: http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfrv1_08.html.

G. Classified National Security Information. No funding under this award shall be used to support a contract, subaward or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information. Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

H. Human Trafficking. The Subgrantee, employees, contractors and subrecipients under this award and their respective employees may not:

1. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
2. Procure a commercial sex act during the period of time the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award.

The Subgrantee must inform OEM immediately of any information the Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate unilaterally is in addition to all other remedies under this award. The Subgrantee must include these requirements in any subaward made to public or private entities.

IV. Suspension or Termination of Funding

OEM may suspend funding in whole or in part, terminate funding, or impose another sanction on a Urban Area Security Initiative Grant Program recipient for any of the following reasons:

- A. Failure to comply substantially with the requirements or statutory objectives of the Urban Area Security Initiative Grant Program guidelines issued thereunder, or other provisions of federal law.
- B. Failure to make satisfactory progress toward the goals and objectives set forth in the approved Project Justification(s).
- C. Failure to adhere to the requirements of the grant award and standard or special conditions.
- D. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected.
- E. Failing to comply substantially with any other applicable federal or state statute, regulation, or guideline. Before imposing sanctions, OEM will provide reasonable notice to the Subgrantee of its intent to impose sanctions and will attempt to resolve the problem informally.

V. Termination of Agreement


OEM may unilaterally terminate all or part of this Agreement or may reduce its scope of work if there is:

- A. A reduction in federal funds which are the basis for this Agreement.
- B. A material misrepresentation, error, or inaccuracy in Subgrantee's application.
- C. A change, modification or interpretation of State or Federal laws, regulations or guidelines that deprives OEM of authority to provide grant funds for the program or provide funds from the planned funding source.

VI. Subgrantee Representations and Warranties

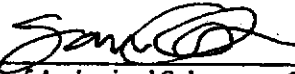
The Subgrantee represents and warrants to OEM as follows:

- A. Existence and Power. The Subgrantee is a political subdivision of the State of Oregon. The Subgrantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- B. Authority, No Contravention. The making and performance by the Subgrantee of this Agreement (a) have been duly authorized by all necessary action of the Subgrantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of the Subgrantee's articles of incorporation or bylaws and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other Agreement or instrument to which the Subgrantee is a party or by which the Subgrantee or any of its properties are bound or affected.
- C. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of the Subgrantee and constitutes the legal, valid, and binding obligation of the Subgrantee, enforceable in accordance with its terms.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the Subgrantee of this Agreement.



 John L. Lewis, Plans and Training Section Director
 Oregon Military Department
 Office of Emergency Management
 PO Box 14370
 Salem, OR 97309-5062
 11 APR 2012

 Date



 Signature of Authorized Subgrantee Official
 3/30/2012

 Date

SAM ADAMS / MAYOR

 Name/Title



 Signature of Authorized Fiscal Representative of Subgrantee Agency
 4/4/12

 Date

Shellie Tompkins, Sr. Management Analyst

 Name/Title

Reviewed for Legal Sufficiency:

Steven A. Wolf by email
 Assistant Attorney General
 APPROVED AS TO FORM
 March 2, 2012

 Date


 CITY ATTORNEY 3-18-12

FY 2011 UASI Grant Budget

| Item No. | Investment Name | Agency/Bureau | Category (Solution Area) | Subcategory | Item | Original Budget | Discipline |
|-----------|--|----------------|--------------------------|---------------------------------|---|-----------------|------------|
| UA11-0003 | Collaborative Regional Planning | Clack Co EM | planning | personnel | regional staff | \$ 111,111.00 | EM |
| UA11-0010 | Citizen Preparedness | Regional | equipment | Other - Citizen Corps Equipment | CERT, VIPS and MRC equipment | \$ 15,960.00 | CC |
| UA11-0011 | Citizen Preparedness | Regional | planning | education and outreach | banners and display board | \$ 3,000.00 | CC |
| UA11-0012 | Citizen Preparedness | Regional | training | training | Citizen Corps classes (MRC, VIPS, Fire Corps and CERT) | \$ 7,572.00 | CC |
| UA11-0021 | Citizen Preparedness | Clack Co EM | planning | education and outreach | Emergency preparedness calendars - printing and translation | \$ 30,000.00 | CC |
| UA11-0022 | Citizen Preparedness | Regional | training | training | Venue and equipment use Contractor for creation of workbook, and recruitment materials, Workbooks | \$ 40,000.00 | CC |
| UA11-0023 | Citizen Preparedness | Clack Co EM | training | training | NW Regional CERT Rodeo | \$ 12,000.00 | CC |
| UA11-0026 | Interoperable Communications & Information Sharing | Clack Co EM | equipment | information technology | WebEOC software upgrades, maintenance and tech support | \$ 14,286.00 | EM |
| UA11-0042 | Regional Incident Response & Recovery | Lake Oswego PW | equipment | power equipment | generator | \$ 90,000.00 | PW |