

# AGENDA

**Thursday, July 30, 2015 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2015-84

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

1. Presentation Regarding Hunger in our Community and Announcing the Results of the 2015 H3S Food Drive

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

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

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

1. Approval of an Intergovernmental Subrecipient Agreement with the City of Oregon City/Pioneer Community Center to Provide Social Services for Clackamas County Residents Age 60 and Over – *Social Services*
2. Approval of an Interagency Agreement with North Clackamas Parks & Recreation District/Milwaukie Center to Provide Social Services for Clackamas County Residents Age 60 and Over – *Social Services*
3. Approval of an Intergovernmental Agreement with the State of Oregon, Acting by and Through its Department of Human Services No. 148058 for Operation of Community Developmental Disability Services for Clackamas County – *Social Services*
4. Board Order No. \_\_\_\_\_ Approval to Appoint a County Financial Assistance Administrator to Sign on behalf of the Board of County Commissioners for the 2015-2017 Intergovernmental Agreement No. 48058 with the State of Oregon, Department of Human Services for Operation of Community Developmental Disabilities Services for Clackamas County – *Social Services*

**B. Department of Transportation & Development**

1. Approval of a Contract with Cascade Bridge LLC for the Tolbert Street SE 82<sup>nd</sup> Drive to SE Minuteman Way Bridge and Road Construction Project - *Purchasing*

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Authorization to Purchase Mobile Data Computers from CDW-Government – *CCSO – Submitted through Purchasing*

**D. County Counsel**

1. Board Order No. \_\_\_\_\_ In the Matter of Reaffirming Limits for Uninsured/Underinsured Motorist Coverage

**IV. DEVELOPMENT AGENCY**

1. Approval of an Intergovernmental Agreement with North Clackamas School District No. 12 for Design Consulting and Construction Funding of Four Improvement Projects at the Wichita Center for Family and Community

**V. COUNTY ADMINISTRATOR UPDATE**

**VI. COMMISSIONERS COMMUNICATION**

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

July 30, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Presentation regarding hunger in our community and  
announcing the results of the 2015 H3S Food Drive

<b>Purpose/Outcomes</b>	Every year, Clackamas County Health, Housing, and Human Services holds a food drive to help support the Oregon Food Bank and the many organizations here in Clackamas County that rely on donations.
<b>Dollar Amount and Fiscal Impact</b>	No Fiscal Impact
<b>Funding Source</b>	None
<b>Safety Impact</b>	None
<b>Duration</b>	None
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Richard Swift, Interim Director, 503-650-5697
<b>Contract No.</b>	N/A

**BACKGROUND:**

Even in a nation as wealthy as ours, hunger is a serious issue. According to the U.S. Department of Agriculture, 50.1 million Americans live in food insecure households -- 33 million adults and 17.2 million children.

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

Record numbers of people are seeking food assistance. In fact, according to the most recent statistics from the Oregon Food Bank, for the first time ever, the OFB statewide network distributed more than 1 million emergency food boxes. 270,000 people per month ate meals from emergency food boxes. In an average month, 92,000 children eat meals from emergency food boxes. An additional 3.9-million emergency meals were served at soup kitchens and shelters.

Most adult emergency food recipients are looking for work, working, retired or disabled. 34 percent of those receiving emergency food are children.

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

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

In our first food drive in 2009, we collected the equivalent of 15,440 pounds of food. In 2010, we collected 11,859 pounds, 17,283.9 pounds in 2011, 18,481 pounds in 2012, 28,343 pounds in 2013 and 26,277 pounds last year.

This year, we collected the equivalent of 34,850 pounds of food for the Oregon Food Bank. This is a new record for the H3S Food Drive.

Since 2009, H3S has collected more than 152,000 pounds of food.

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

**The Can Do Award:** The Health Centers Division team stopped the Behavioral Health Division's two-year win streak by claiming the 2015 title. Its total of 18652.2 pounds represents nearly 30 percent of the total that H3S collected overall.

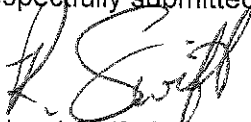
**Foodie Award:** The Admin/CYF teamed up for the first time this year and won the Foodie Award, breaking the four-year winning streak of Community Development and CYF (Community Development and Housing teamed up this year). Their divisions donated 245.88 pounds per person.

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

**RECOMMENDATION:**

No action needed.

Respectfully submitted,



Richard Swift, Interim Director

July 30, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with City of Oregon  
City/Pioneer Community Center to Provide Social Services for  
Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	Subrecipient Agreement with the City of Oregon City/Pioneer Community Center to provide mandated Older American Act (OAA) funded services for persons in the City of Oregon City service area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$105,646. The contract is funded through the Social Services Division agreement with the Oregon Dept of Human Services, State Unit on Aging.
<b>Funding Source</b>	The Older American Act - no County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	071014-A4
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	7290

**BACKGROUND:**

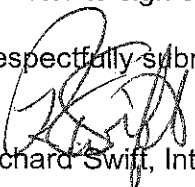
The Social Services Division of the Health, Housing and Human Services request the approval of the Subrecipient Agreement with the City of Oregon City/Pioneer Community Center to provide Older American Act (OAA) funded services for persons living in Oregon City. The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In the spring of 2011 Social Services advertised for a contractor to provide Older American Act mandated services for older persons in Clackamas County during Fiscal Year 2011-12, with an option for renewal for four additional years. No agency other than City of Oregon City/Pioneer Community Center showed an interest in providing these services in the Oregon City area, so an intergovernmental agreement with the City of Oregon City/Pioneer Community Center was negotiated. This is the final renewal under this RFP. County Counsel approved this Agreement on June 17, 2015.

**RECOMMENDATION:**

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

Respectfully submitted,

  
Richard Swift, Interim Director

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 16-011**

This Agreement is between Clackamas County, Oregon, acting by and through its  
Health Housing & Human Services Department,  
Social Services Division – Area Agency on Aging and  
City of Oregon City – Pioneer Community Center (Subrecipient).

**Clackamas County Data**

Grant Accountant: Sue Aronson	Program Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@co.clackamas.or.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@co.clackamas.or.us

**Subrecipient Data**

Finance/Fiscal Representative: <b>Mireya McIlveen</b>	Program Representative: <b>Kathy Wiseman</b>
Mireya McIlveen, Deputy Finance Director 625 Center Str., P.O. Box 3040 Oregon City, OR 97045 503-657-0891 mmcilveen@orcify.org	Kathy Wiseman, Center Supervisor 615 Fifth Street Oregon City, OR 97045 503-657-8287 Kwiseman@orcify.org
FEIN: 93-6002230	

**RECITALS**

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement the COUNTY and SUBRECIPIENT agree as follows:

## AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of the **July 1, 2015** and shall expire on **June 30, 2016**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the Services in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Older Americans Act and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding, in addition to compliance with requirements of State of Oregon, Department of Human Services, State Unit on Aging Older Americans Act Program Standards.
4. **Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$105,646**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** The COUNTY's funding for grant funds in this Agreement is the Older Americans Act (CFDAs: 93.043, 93.044, 93.045, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc.
  - b. **Other Funds.** The COUNTY's funding for transportation services outlined in this agreement are from Medicaid funds issued to the COUNTY by the State of Oregon, Department of Human Services and from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc and TriMet.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days notice. This notice may be transmitted in person, by certified mail, facsimile, or by Email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the current fiscal year budget. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in the “OAA”.
  - b. **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
  - c. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
  - d. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
  - e. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. The SUBRECIPIENT may not transfer grant funds between services without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.



- f. **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- g. **Payment.** The SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- h. **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- i. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- j. **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or the COUNTY, no later than 10 calendar days after the end date of this agreement.
- k. **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- l. **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689.

Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- m. Lobbying.** The SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. c. 1352, which prohibits the use of Federal grant funds for litigation against the United States. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- n. Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200 Subpart F. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds for fiscal years beginning after 12/26/2014 require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit and submit the audit reports to the COUNTY within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- o. Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- p. Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.

- q. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- r. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

## 10. Compliance with Applicable Laws

- a. **Federal Terms.** The SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the SUBRECIPIENT; volunteers of the SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization. County will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the DHS Criminal Records Information Management System (CRIMS) for SUBRECIPIENT's subject individuals as requested.

- e. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the SUBRECIPIENT's clients to whom the SUBRECIPIENT provides services.
- f. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- g. **Confidentiality of Client Information.**
  - i. All information as to personal facts and circumstances obtained by the SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
  - ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this agreement. Confidentiality policies shall be applied to all requests from outside sources.
  - iii. DHS, County and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

**11. SUBRECIPIENT Standard Terms and Conditions.** The SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

- a. **Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200:** All required data elements in accordance with 2 CFR 200.331 are available at <http://www.oregon.gov/dhs/spwpd/pages/sua/info-aaa.aspx> under Fiscal / Budgetary / Contractual section.

## **12. Federal and State Procurement Standards**

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project 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.

- b. County's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code, which is incorporated by reference herein.
- c. The SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If the SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT 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 must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d. The SUBRECIPIENT 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.

### 13. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
  - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers

employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.

- ii. **Non-Medical rides for Medicaid clients funds**: SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this contract

- c. **Insurance**. During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- ii. **Commercial General Liability**. SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, 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 agreement. 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.

- I. Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
- II. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- iii. **Commercial Automobile Liability**. If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, 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.

- i. Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily

Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.

- ii. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
  
- iv. **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and 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 agreement. COUNTY, at its option, may require a complete copy of the above policy.
  
- v. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.
  - (a) Required by State of Oregon for non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
  - (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
    - (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
    - (ii) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
    - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
  
- vi. **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.

- vii. Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT 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.
  - viii. Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No agreement 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 agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - ix. Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
  - x. Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
- d. Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
- e. Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- f. Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by



confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- g. Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h. Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

This agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein.

- Exhibit 1 Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Congressional Lobbying Certificate
- Exhibit 8 Subrecipient Information

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers. AGREED as of the Effective Date.

**City of Oregon City - Pioneer Community Center**

**CLACKAMAS COUNTY**

By: \_\_\_\_\_  
David Frasher, City Manager

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

\_\_\_\_\_  
Date

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Interim Director  
Department of Human Services

\_\_\_\_\_  
Date

July 30, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Interagency Agreement with North Clackamas Parks and Recreation District/Milwaukie Center to Provide Social Services for Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	Interagency Agreement with the NCPR- Milwaukie Center to provide Older American Act (OAA) funded services for persons in the North Clackamas Parks and Recreation District.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$339,727. The contract is funded through the Social Services Division agreement with the Oregon Dept of Human Services, State Unit on Aging.
<b>Funding Source</b>	The Older American Act - no County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	062614-A41
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	7288

**BACKGROUND:**

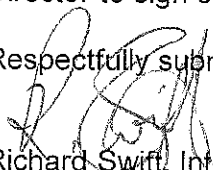
The Social Services Division of the Health, Housing and Human Services request the approval of the Interagency agreement with the NCPR-Milwaukie Center to provide Older American Act (OAA) funded services for persons in the North Clackamas Parks and Recreation District. The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In the spring of 2011 Social Services advertised for a contractor to provide Older American Act mandated services for older persons in Clackamas County during Fiscal Year 2011-12, with an option for renewal for four additional years. No agency other than Milwaukie Center showed an interest in providing these services in the NCPR- Milwaukie area, so an interagency agreement with the NCPR-Milwaukie Center was negotiated. This is the final renewal under this RFP.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Interim Director

## INTERGOVERNMENTAL AGREEMENT

### I. PURPOSE

This agreement provides the basis for a cooperative working relationship between Clackamas County Health, Housing, & Human Services/Social Services Division, herein referred to as H3S-SSD, and North Clackamas Parks and Recreation District/Milwaukie Center, herein referred to as NCPR-MILWAUKIE, with the common goal of providing social services to clients of the Aging and Disability Services program.

### II. SCOPE OF WORK AND COOPERATION

A. NCPR-MILWAUKIE agrees to accomplish the following work under this contract for Older American Act (OAA) funded services:

1. CASE MANAGEMENT - A service designed to individualize and integrate social and health care options for or with a person being served. Its goal is to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring. A unit of service is one hour of documented activity with the identified individual
2. REASSURANCE: Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact
3. INFORMATION & ASSISTANCE - A service that (a) provides individuals with information on services available within the communities; (b) links individuals to the services and opportunities that are available within the communities; (c) to the maximum extent practicable, establishes adequate follow-up procedures. (AoA Title III/VII Reporting Requirements Appendix – [www.aoa.gov](http://www.aoa.gov)). A unit of service is one documented contact with an individual.
4. PUBLIC OUTREACH/EDUCATION - Services or activities targeted to provide information to groups of current or potential clients and/or to aging network partners and other community partners regarding available services for the elderly. Examples of this type of service would be participation in a community senior fair, publications, publicity campaigns, other mass media campaigns, presentations at local senior centers where information on OAA services is shared, etc. A unit of service is one activity.
5. NEWSLETTER – Preparation and regular distribution of publications that inform seniors and the community of available services and activities. (Definition developed by AAA/SUA workgroup and SPR Q&A #61, 2008). Each issue of the newsletter is an activity. The estimated audience size would be the number of persons directly receiving the newsletter plus the estimated number of the bulk copies which are distributed. This also applies to articles distributed to news media, caregiver brochures distribution, etc. This activity is an acceptable replacement for PUBLIC OUTREACH/EDUCATION as defined above.

6. **TRANSPORTATION** - Transportation provides one-way rides to older persons who are unable to manage their transportation needs independently. A unit of service is one one-way ride provided to an individual.
7. **CAREGIVER RESPITE** – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for unpaid caregivers served under the Family Caregiver Support Program. Respite care includes: (1) in-home respite (personal care, home care, and other in-home respite); (2) respite provided by attendance of the care recipient at a senior center or other non-residential program; (3) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver; and (for grandparents caring for children) summer camps. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual. A unit of service is one hour of service.
8. **FOOD SERVICE** - Food Service is the production of meals for the congregate and home delivered meal recipients of the NCPH-Milwaukie Center. Each meal must contain at least one-third of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered or a "late cancel".
9. **MEAL-SITE MANAGEMENT** - Meal-Site-Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the North Calckamas Park and Recreation District to enhance visibility and encourage participation. A unit is one meal served.
10. **PHYSICAL ACTIVITY AND FALLS PREVENTION** - Programs based on best practices for older adults that provide physical fitness, group exercise, and music, art, and dance-movement therapy, including programs for multi-generational participation that are provided through local educational institutions or community-based organizations. Programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, and that have been shown to be safe and effective with older populations are highly recommended. (OAA 102(a)(14) E, D, F). A unit is one class session.
11. **PREVENTIVE SCREENING, COUNSELING, AND REFERRALS** - Education about the availability, benefits and appropriate use of Medicare preventive health services or other preventive health programs. Health risk assessments and screenings, and preventive health education provided by a qualified individual, to address issues

including hypertension, glaucoma, cholesterol, cancer, vision, hearing, diabetes, bone density and nutrition screening. Health information on on-going and age-related conditions including osteoporosis, cardiovascular diseases, diabetes, and Alzheimer's disease and related disorders.(OAA 102(a)(14) (A-B),(H)& (J). A unit is one session per participant.

12. Low Income Energy Assistance Program (LIEAP) Intakes – A service provided by NCPR-MILWAUKIE staff to assist vulnerable, homebound, low income County residents in completing applications for LIEAP funds. A unit of service is one correctly completed, accepted application submitted to COUNTY prior to the November 30, 2013 deadline.
- B. NCPR-MILWAUKIE agrees to accomplish the following work under this contract for Ride Connection funded services:
1. Provide rides using NCPR-MILWAUKIE vehicles, volunteers and private taxis to older persons and to younger persons with disabilities who are unable to manage transportation needs independently.
- C. Purpose, Service Descriptions and Service Objectives are Exhibit 1, attached hereto.
- D. H3S-SSD agrees to:
1. Provide technical assistance in service provision, budget and reporting.
  2. Provide structured opportunities to NCPR-MILWAUKIE staff to network with similar program providers.
  3. Provide training opportunities to NCPR-MILWAUKIE staff.

### III. COMPENSATION AND RECORDS

- A. Compensation. H3S-SSD shall compensate the NCPR-MILWAUKIE for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$339,727:

Funding Title	CFDA #	Funding Maximum
Older Americans Act III-B	93.044	\$53,377
Older Americans Act III-C	93.045	\$132,795
Older Americans Act III-D	93.043	\$2,418
Older Americans Act III-E	93.052	\$9,228
NSIP Funds	93.053	\$43,875
Low Income Energy Assistance (LIEAP)	N/A	\$975
Ride Connection – In District	N/A	\$29,895
STF/Ride Connection – Expanded Service	N/A	\$32,084
STF/Ride Connection: Vehicle Maintenance	20.513	\$11,280
STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	\$7,225
Medicaid Funds: Waivered Non-Medical Transportation	N/A	\$16,575

B. Method of Payment. To receive payment the NCPR-MILWAUKIE shall submit invoices and accompanying progress reports as follows:

1. As required in Exhibit 4.
2. Provider match required for OAA funds is 11.12% for Titles III-B, III-C and III-D, and 34.34% for Title III-E.
3. NCPR-MILWAUKIE will invoice and receive reimbursement from the State of Oregon Seniors and Persons with Disabilities office for eligible Medicaid client Home Delivered Meals.
4. All requests for payment are subject to the approval of H3S-SSD and will be submitted to H3S-SSD ADS Contract Specialist.
5. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the NCPR-MILWAUKIE fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the H3S-SSD shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until the NCPR-MILWAUKIE submits required reports, performs required services, or establishes the H3S-SSD's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the NCPR-MILWAUKIE.

C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed..

D. Access to Records. H3S-SSD, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the NCPR-MILWAUKIE which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

If an audit discloses that payments to the NCPR-MILWAUKIE were in excess of the amount to which the NCPR-MILWAUKIE was entitled, then the NCPR-MILWAUKIE shall repay the amount of the excess to the H3S-SSD.

#### IV. LIAISON RESPONSIBILITIES

ADS Contract Specialist will act as liaison from H3S-SSD for this service agreement. Milwaukie Center Supervisor will act as liaison from NCPR-MILWAUKIE.

#### V. SPECIAL REQUIREMENTS

See Exhibit 1 - Purpose, Service Descriptions and Service Objectives

A. Compliance with Applicable Laws

1. Federal Terms. The NCPR-MILWAUKIE shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
2. State Statutes. NCPR-MILWAUKIE expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
3. Conflict Resolution. If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, NCPR-MILWAUKIE may in writing request H3S-SSD to resolve the conflict. NCPR-MILWAUKIE shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The H3S-SSD shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The NCPR-MILWAUKIE shall remain obligated to independently comply with all applicable laws and no action by the H3S-SSD shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
4. Criminal Records and Abuse Checks. NCPR-MILWAUKIE agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the NCPR-MILWAUKIE; volunteers of the NCPR-MILWAUKIE; employees and volunteers of NCPR-MILWAUKIE's subcontractors and direct care providers of clients for which NCPR-MILWAUKIE provides service authorization.  
  
H3S-SSD will assist NCPR-MILWAUKIE to meet this requirement by processing criminal record checks utilizing the DHS Criminal Records Information Management System (CRIMS) for NCPR-MILWAUKIE's subject individuals as requested.
5. Mandatory Reporting of Elder Abuse. SUBREIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the NCPR-MILWAUKIE's clients to whom the NCPR-MILWAUKIE provides services.
6. Americans with Disabilities Act. NCPR-MILWAUKIE will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
7. Confidentiality of Client Information.
  - 1) All information as to personal facts and circumstances obtained by the NCPR-MILWAUKIE on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.



- 2) The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this agreement. Confidentiality policies shall be applied to all requests from outside sources.
- 3) DHS, H3S-SSD and NCPR-MILWAUKIE will share information as necessary to effectively serve DHS Clients.

B. AGENCY Standard Terms and Conditions. The NCPR-MILWAUKIE shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – AGENCY Standards Terms and Conditions.

C. Indemnity.

1. Non-Medical rides for Medicaid clients funds – NCPR-MILWAUKIE shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of NCPR-MILWAUKIE or its officers, employees, Subcontractors, or agents.
2. Ride Connection/Tri-Met funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPR-MILWAUKIE shall indemnify, hold harmless, and defend Ride Connection, TriMet, its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits, resulting directly from NCPR-MILWAUKIE's performance or nonperformance of this contract, where the loss or claim is attributable to the negligence or other fault of NCPR-MILWAUKIE, its employees, representatives, or subcontractors.
3. Special Transportation Funds – To the fullest extent permitted by law, NCPR-MILWAUKIE agrees to fully indemnify, hold harmless and defend Ride Connection, Tri-Met, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of NCPR-MILWAUKIE, its subcontractors, employees or agents under this Agreement.

D: Insurance. During the term of this contract NCPR-MILWAUKIE shall maintain in force at its own expense, each insurance noted below:

1. Commercial General Liability
  - a) Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,066,700 each occurrence/\$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
  - b) Required for Ride Connection/Tri-Met Transportation Funding – NCPR-MILWAUKIE certifies that it has established a special district insurance policy against tort liability

for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPR-MILWAUKIE shall maintain this insurance for the term of this contract.

- c) Required for Special Transportation Funding – NCPR-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPR-MILWAUKIE shall maintain this insurance for the term of this contract.

## 2. Commercial Automobile Liability

- a) Required by State of Oregon for non-medical rides for Medicaid clients – Commercial Automobile Liability insurance with a combined single limit, of not less than \$1,066,700 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- b) Required for Ride Connection/Tri-Met Transportation Funding – NCPR-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPR-MILWAUKIE shall maintain this insurance for the term of this contract.
- c) Required for Special Transportation Funding – NCPR-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPR-MILWAUKIE shall maintain this insurance for the term of this contract.

## 3. Additional Insurance Provisions

- a) Required by State of Oregon for non-medical rides for Medicaid clients – insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
- b. Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
  - (1) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
  - (2) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
  - (3) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- c. Required for Special Transportation Funding – the insurance shall:
  - (1) include Ride Connection, Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation, and
  - (2) give Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage.

E. Workers' Compensation

1. NCPR-MILWAUKIE and all employees working under this contract are subject employees under the Oregon Workers' Compensation Law and will comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
2. NCPR-MILWAUKIE warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. NCPR-MILWAUKIE must indemnify Ride Connection for any liability incurred by Ride Connection as a result of NCPR-MILWAUKIE's breach of the warranty under this Paragraph.

F. Accessibility to Programs, Services and Activities. NCPR-MILWAUKIE will meet the requirements of Title II of the ADA, Section 504 of the Rehabilitation Act and DHS Policy 010-005.

1. NCPR-MILWAUKIE will ensure the following for all programs, services and activities provided through this contract:
  - a. Public meetings, hearings and public events are held in locations that meet ADA accessibility requirements;
  - b. Services, programs and activities provided are readily accessible to and usable by individuals with disabilities;
  - c. When communicating with individuals make available:
    - 1) Written materials in alternate format,
    - 2) Qualified interpreters or auxiliary aids and services to refer individuals,
    - 3) And access via text telephone (TTY);
  - d. When a location for a service, program or activity is not physically accessible NCPR-MILWAUKIE will have a plan for making that service, program or activity available at an alternate location, either with NCPR-MILWAUKIE or with a sub-contractor;
  - e. Display notices in NCPR-MILWAUKIE's public areas and provide information to individuals about the availability of auxiliary aids and services and the legal rights of individuals with disabilities;
  - f. Cooperate with periodic H3S-SSD reviews for compliance with the ADA and Section 504 and follow NCPR-MILWAUKIE policy to address complaints and noncompliance.

VI. AMENDMENTS.

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

VII. TERM OF AGREEMENT

This agreement becomes effective July 1, 2015 and is scheduled to terminate June 30, 2016.

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

The H3S-SSD may terminate this contract effective upon delivery of written notice to the NCPR-MILWAUKIE, or at such later date as may be established by the H3S-SSD, under any of the following conditions:

- A. If H3S-SSD funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
- B. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
- C. If any license or certificate required by law or regulation to be held by the NCPR-MILWAUKIE to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If NCPR-MILWAUKIE fails to provide services or reports as specified by the H3S-SSD in this contract.
- E. If NCPR-MILWAUKIE fails to comply with any requirements in this contract.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

Future Support. The H3S-SSD makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.

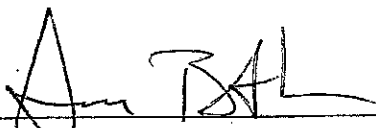
*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

VIII. SIGNATURE PAGE TO AGREEMENT

This agreement consists of eight (8) sections plus the following exhibits which by this reference are incorporated herein.

- Exhibit 1 Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 AGENCY Information

SIGNATURES

<p>GOVERNMENTAL UNIT</p> <p><u>North Clackamas Parks and Recreation District</u></p> <p></p> <p>_____ Gary Barth, Division Director</p> <p>Date <u>7/16/15</u></p>	<p>CLACKAMAS COUNTY</p> <p>Commissioner John Ludlow, Chair Commissioner Jim Bernard Commissioner Paul Savas Commissioner Martha Schrader Commissioner Tootie Smith</p> <p>Signing on Behalf of the Board</p> <p>_____ Richard Swift, Interim Director Health, Housing, &amp; Human Services Dept</p> <p>_____ Date</p>
--	--

July 30, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the State of Oregon,  
acting by and through its Department of Human Services #148058 for Operation of  
Community Developmental Disability Services for Clackamas County

<b>Purpose/Outcomes</b>	Represents the base funding for Developmental Disability Services programs in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value is \$10,914,335.
<b>Funding Source</b>	Yes County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2017
<b>Previous Board Action</b>	The Board last reviewed and approved this agreement on July 14, 2011, Agenda item 071411-A5
<b>Contact Person</b>	Brenda Durbin, Social Services Director – 503-655-8641
<b>Contract No.</b>	7316

**BACKGROUND:**

The Clackamas County Social Service Division of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with State of Oregon, Department of Human Services for operation of the Community Developmental Disability Services. Through this agreement, Clackamas County Developmental Disabilities Services Program will provide local administration, case management services and abuse investigation services to Clackamas County residents.

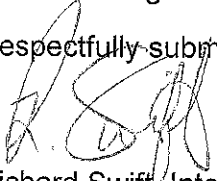
County General Funds are involved when and if the Clackamas County Social Service Division submits a Local Match Funding request to the State of Oregon, Department of Human Services.

This contract is effective July 1, 2015 and continues through June 30, 2017. This contract has been reviewed and approved by County Counsel on July 16, 2015.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Interim Director

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF  
COMMUNITY DEVELOPMENTAL DISABILITY SERVICES**

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

This Intergovernmental Agreement for the Financing of Community Developmental Disability Services (the "Agreement") is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and Clackamas County ("County").

**AGREEMENT**

**1. Effective Date and Duration.**

This Agreement shall become effective on July 1, 2015. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2017. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

**2. Agreement Documents, Order of Precedence.**

- a. This Agreement consists of the following documents and includes the Exhibits listed below which are by this reference incorporated herein:

This Agreement without Exhibits;  
Exhibit A Definitions;  
Exhibit B Part 1 Financial Terms and Conditions;  
Exhibit B Part 2 Service Element Standards and Procedures;  
Exhibit C Special Terms and Conditions;  
Exhibit D General Terms and Conditions;  
Exhibit E Standard Terms and Conditions;  
Exhibit F Required Federal Terms and Conditions;  
Exhibit G Part 1 Required Subcontractor Provisions; and  
Exhibit G Part 2 Subcontractor Insurance Requirements.

This Agreement constitutes the entire agreement between the parties on the subject matter hereof; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b.** In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of the documents comprising this Agreement is as follows, the documents being listed from highest precedence to lowest precedence:
- (1) This Agreement without Exhibits;
  - (2) Exhibit F Required Federal Terms and Conditions;
  - (3) Exhibit A Definitions;
  - (4) Exhibit B Part 1 Financial Terms and Conditions;
  - (5) Exhibit B Part 2 Service Element Standards and Procedures;
  - (6) Exhibit C Special Terms and Conditions;
  - (7) Exhibit D General Terms and Conditions;
  - (8) Exhibit E Standard Terms and Conditions;
  - (9) Exhibit G Part 1 Required Subcontractor Provisions;
  - (10) Exhibit G Part 2 Subcontractor Insurance Requirements.
- c.** For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit B, Part 2.



**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY  
ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT,  
AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**Clackamas County  
By:**

---

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

**State of Oregon, acting by and through its Department of Human Services  
By:**

---

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

**Approved for Legal Sufficiency:**

/s/ Lynn Nagasako June 16, 2015

---

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

July 30, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Board Order \_\_\_\_\_ Approval to appoint a County Financial Assistance Administrator to sign on behalf of the Board of County Commissioners for the 2015-2017 Intergovernmental Agreement #148058 with the State of Oregon, Department of Human Services for operation of Community Developmental Disabilities Services for Clackamas County

<b>Purpose/Outcomes</b>	Appointment of a qualified Financial Assistance Administrator.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	N/A
<b>Duration</b>	Until removed by the board
<b>Previous Board Action</b>	Previous appointment of Social Services Manager as County Financial Assistance Administrator in 2011.
<b>Contact Person</b>	Brenda Durbin, Social Services Director – 503-655-8641
<b>Contract No.</b>	N/A

**BACKGROUND:**

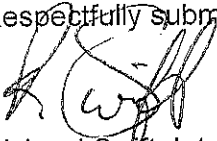
The Clackamas County Social Service Division of the Department of Health, Housing & Human Services requests the approval of a Board Order granting the Director of Health, Housing and Human Services or his designee(s) authorization to act as County Financial Assistance Administrator under this agreement with authority to sign proposed Amendments on behalf of the County.

The Clackamas County Community Developmental Disability Services provides essential services as well as case management services to persons with developmental disabilities to residents of the County. Due to client enrollment and termination in the program that occur routinely throughout the year, minor contract modifications are required. The State of Oregon, Department of Human Services requires a Board Order granting delegation of signature authority as a part of the Clackamas County Community Developmental Disability Services compliance with terms of the agreement.

**Recommendation**

We recommend the Board approve the attached Board Order requests the approval of a Board Order granting the Director of Health, Housing and Human Services or his designee(s) authorization to act as County Financial Assistance Administrator under this agreement with authority to sign proposed Amendments on behalf of the County. to act as County Financial Assistance Administrator under this agreement with authority to sign proposed Amendments on behalf of the County.

Respectfully submitted,

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

Richard Swift, Interim Director

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

In the matter of appointing a County  
Financial Assistance Administrator to sign  
on behalf of the Board of County  
Commissioners for the 2015-2017  
Intergovernmental Agreement #148058 with  
the State of Oregon, Department of Human  
Services for operation of Community  
Developmental Disability Services



Order No.

WHEREAS, this matter coming at this time to be heard, and it appearing to this Board that the Director of Health, Housing and Human Services or his/her designee(s) be authorized to act as County Financial Assistance Administrator under this agreement with authority to sign proposed Amendments on behalf of the County.

WHEREAS, this Board finds that it would be in the best interest of Clackamas County to authorize the Director of Health, Housing and Human Services or his/her designee(s) to act as County Financial Assistance Administrator under this agreement with authority to sign proposed Amendments on behalf of the County.

IT IS HEREBY ORDERED that the Director of Health, Housing and Human Services or his/her designee(s) be authorized to act as County Financial Assistance Administrator under this agreement on behalf of the County.

DATED this \_\_\_\_\_ day of July, 2015

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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



M. BARBARA CARTMILL  
DIRECTOR

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Cascade Bridge LLC for the  
Tolbert Street: SE 82<sup>nd</sup> Drive to SE Minuteman Way  
Bridge and Road Construction Project**

<b>Purpose/Outcomes</b>	This contract will provide funding for construction of the Tolbert St: 82 <sup>nd</sup> Drive to Minuteman Way bridge and road project.
<b>Dollar Amount and Fiscal Impact</b>	The contract value is \$9,674,225.75. This contract is fully funded by the Oregon Department of Transportation through the Jobs and Transportation Act of 2009 (JTA) Program.
<b>Funding Source</b>	Oregon Department of Transportation - no County funds are involved.
<b>Safety Impact</b>	This project will extend and improve Tolbert Street from 82nd Drive to Minuteman Way by adding a traffic signal to the existing intersection of Tolbert Street and 82nd Drive, a new bridge over 94th Ave, a new bridge over the Union Pacific Railroad mainline tracks, a new bridge over a private business access, a new intersection at Minuteman Way and the Camp Withycombe main gate, street lighting, bikelanes, and sidewalks. This new roadway will draw vehicle traffic and pedestrian traffic from other more congested areas, thereby improving safety for all travelers in the vicinity.
<b>Duration</b>	Contract signing through 12/31/17
<b>Previous Board Action</b>	05/16/13: ODOT/County IGA No. 28273 (Tolbert St: 82 <sup>nd</sup> Drive to Minuteman Way) was executed. This IGA provides \$2,000,000 for project design only. 07/11/13: ODOT/County IGA No. 28273-01 (Tolbert St: 82 <sup>nd</sup> Drive to Minuteman Way - Amendment No.1) was executed. This amendment provides an additional \$18,000,000 for right of way and construction. 10/21/13: Consulting Engineering Services Contract with HHPR was executed providing funding for the project design.
<b>Contact Person</b>	Terry Mungenast, Project Manager – DTD Engineering 503-742-4656

**BACKGROUND:**

On January 11, 2011, ODOT and Clackamas County entered into a Memorandum of Understanding (MOU) R1#00699 to address collaboration in the overall development and construction of the Sunrise system that was funded as part of the 2009 Oregon Jobs and Transportation Act (JTA). The Tolbert Street: SE 82<sup>nd</sup> Drive to SE Minuteman Way project is a part of that system and is included in the Memorandum. This project is also included in the ODOT Sunrise Project FEIS.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve this Construction Contract with Cascade Bridge, LLC for the Tolbert Street: 82<sup>nd</sup> Drive to Minuteman Way bridge and road project.

Sincerely,



Mike Bezner, PE

DTD Assistant Director of Transportation

Placed on the July 30<sup>th</sup>, 2015 Agenda by the Purchasing Division



LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

July 30, 2015

## MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **July 30, 2015** this contract with Cascade Bridge LLC for the **Tolbert Street: SE 82<sup>nd</sup> Drive to SE Minuteman Way Bridge and Road Construction Project** for the Clackamas County Department of Transportation and Development Engineering Division. This project was requested by Terry Mungenast, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Sixty-four bid packets were sent out with ten bids received: Cascade Bridge - \$9,674,225.75; Delta Construction Co - \$9,731,090.63; Carter and Company - \$9,740,607.00; Oregon State Bridge Construction - \$10,249,957.25; Farline Bridge - \$10,736,246.25; Hamilton Construction - \$10,891,895.70; Stellar J - \$10,925,088.00; Apollo - \$11,982,955.00; Kerr Contractors Oregon - \$10,987,500.00; and Wildish Standard Paving - \$12,046,150.00. After review of all bids, Cascade Bridge LLC was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$9,674,225.75. All work shall be completed per the scheduled contract requirements with a contract completion date of December 31, 2017. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 416-7432-02105-481200-22196 for fiscal years 2015/2016, 2016/2017 and 2017/2018.

Respectfully Submitted,

*Kathryn M. Holder*

Kathryn M. Holder  
Purchasing Staff

DRAFT

Approval of Previous Business Meeting Minutes:

July 9, 2015

(draft minutes attached)



# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, July 9, 2015 – 10:00 AM**

**Public Services Building**

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

**DRAFT**

**PRESENT:** Commissioner Jim Bernard, Vice Chair  
Commissioner Tootie Smith  
Commissioner Paul Savas

**EXCUSED:** Commissioner John Ludlow, Chair  
Commissioner Martha Schrader

## **CALL TO ORDER**

■ Roll Call

Chair Ludlow and Commissioner Schrader are attending other meetings and will not be in attendance today. Commissioner Bernard will serve as Chair for this meeting.

■ Pledge of Allegiance

## **I. PRESENTATION**

1. 2015 Small Grant Program Announcement  
Caroline Hill, County Administration presented the staff report. A short video highlighting a recipient from last year's Small Grant Program was shown.  
~Board Discussion~

## **II. CITIZEN COMMUNICATION**

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

1. Les Poole, Gladstone – spoke regarding parades, end of legislative session, promoting budget meetings.
2. Mack Woods, Canby – represents Veteran's (read a poem).

## **III. CONSENT AGENDA**

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

### **MOTION:**

Commissioner Savas: I move we approve the consent agenda.  
Commissioner Smith: Second.  
Clerk calls the poll.  
Commissioner Smith: Aye.  
Commissioner Savas: Aye.  
Chair Bernard: Aye – the motion passes 3-0.

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

1. Approval of Addendum No. 1 to Agreement No. 14-0819 with Tri-County Metropolitan Transportation District of Oregon (TriMet) for the Mt Hood Express Bus Service – *Social Services*
2. Approval of Agreement No. 30730 with the Oregon Department of Transportation Rail and Public Transit Division for Mt Hood Express Preventative Maintenance and Transportation Services for Elderly and Disabled Residents of Boring – *Social Services*
3. Approval of an Agency Services Contract with Compass Group USA, Inc. d.b.a. Bateman Senior Meals for Food Service for Five Clackamas County Older Americans Act Nutrition Program Meal Sites – *Social Services*
- \*4. **REMOVED** - Approval of Intergovernmental Agreement No.148991 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents age 60 and over – *Social Services*

5. Approval of Renewal Intergovernmental with the State of Oregon, Oregon Health Authority, for the Foodborne Illness Prevention Program – *Public Health*
6. Approval of Amendment No. 3 to the Agreement with Oregon Health & Science University for Medical Emergency Services– *Public Health*
7. Approval of Amendment No.1 to the Intergovernmental Agreement with Multnomah County, for a Public Health Officer – *Public Health*
8. Approval of a renewal Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County – *Public Health*
9. Approval of an Intergovernmental Program Performance Agreement with Clackamas Education Service District for the Clackamas County Child Care Providers Program – *Children, Youth and Families*
10. Approval of an Agency Services Contract with Children’s Center for Child Abuse Medical Assessments - *Children, Youth and Families*
11. Approval of an Agency Services Contract with Clackamas Women’s Services for Shelter/Crisis Services and Advocacy/Community Education – *Children, Youth and Families*
12. Approval of an Agency Service Contract with ColumbiaCare Services, Inc. for Supported Housing Services – *Behavioral Health*
13. Approval of an Agency Service Agreement with Lifeworks, NW for Outpatient Treatment, Transitional Youth, Intensive Case Management, Psychiatric Day Treatment and Supported Employment – *Behavioral Health*
14. Approval of an Agency Service Contract with Catholic Community Services of Western Washington Home-Based Stabilization Services/Child Level D and Outpatient Mental Health Services – *Behavioral Health*
15. Approval of an Agency Service Agreement with Catholic Community Services of Western Washington for Emergency Department Crisis Stabilization Services and Diversion for Youth – *Behavioral Health*
16. Approval of an Intergovernmental Agreement with the Housing Authority of Clackamas County for the HOME Program to Provide Tenant-Based Rental Assistance for Low Income Households – *Housing & Community Development*
17. Approval of a Renewal Professional Services Agreement with Passport to Languages for Interpretation Services at the Clackamas County Health Centers – *Health Centers*

**B. Department of Transportation & Development**

1. Approval of Amendment No. 1 to Intergovernmental Agreement No. 28737 with Oregon Department of Transportation for the S. Wilhoit Road at Rock Creek, MP 2.23
2. Approval of Amendment No. 1 to the Intergovernmental Agreement with Metro for the Clackamas Regional Center (CRC) Way-Finding System Project.

**C. Finance Department**

1. Approval of a Fiscal Year 2015-2016 Work and Financial Plan with the United States Department of Agriculture, Animal and Plant Health Inspection Services and Wildlife Services for Predator Management – (County Trapper)

**D. County Administration**

1. Approval of a Contract with SERA Architects Inc. for the Clackamas County Red Soils Master Plan Update and Strategic Planning Project - *Purchasing*

**E. Elected Officials**

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

**F. Business & Community Services**

1. Board Order No. **2015-81** Amending Board Order 2015-32, Approved April 23, 2015 to Reflect a Correction in the Legal Description for the Government Distribution to Metro for the Newell Creek Conservation Efforts
2. Approval of an Intergovernmental Agreement between Clackamas County Business and Community Services and the Northwest Economic Research Center at Portland State University for the Economic Impact of County Seat Operations Project

**G. Juvenile Department**

1. Approval of an Intergovernmental Agreement with Clackamas ESD to Provide Funding for a Part-time Employee and Flexible Spending Dollars for Wrap Around Services to Provide Services through the Youth Workforce Investment Act
2. Approval of Intergovernmental Agreement with the City of West Linn to Provide Work Crew Services so Youth Offenders Can Earn Stipends to pay Restitution to Victims and Court Fines & Fees

**H. Technology Services**

1. Approval of an ORMAP Intergovernmental Agreement Contract No. 3374 with the Department of Revenue for Digital GIS Tax Lot Conversion

**IV. DEVELOPMENT AGENCY**

1. Approval of Amendment No. 1 to the Memorandum of Understanding between Clackamas County Development Agency and Clackamas River Water
2. Approval of a Transfer of Development Agency Surplus Property to North Clackamas Parks and Recreation District
3. Approval of a Contract with PCR Inc. for the Government Camp Waterline Extension Project – *Purchasing*
4. Approval of a Contract with 3 Kings Environmental Inc. for the Construction of the SE 120<sup>th</sup> Ave. Extension into the Capps Road/Clackamas Industrial Area Opportunity Site Project - *Purchasing*

**V. WATER ENVIRONMENT SERVICES**

1. Approval to Renew an Agreement for Professional Engineering Services between Clackamas County Service District No. 1, Tri-City Service District and Richwine Environmental Inc. for Process Engineering and Technical Assistance

**VI. COUNTY ADMINISTRATOR UPDATE - NONE**

**VII. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 10:44 AM**

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



CRAIG ROBERTS, Sheriff

# Clackamas County Sheriff's Office

July 30, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

## Approval of an Authorization to Purchase Mobile Data Computers from CDW-Government

<b>Purpose/Outcomes</b>	Purchase Mobile Data Computers from CDW Government
<b>Dollar Amount and Fiscal Impact</b>	The Sheriff's Office has budgeted \$198,345.00 for this purchase in the FY-2015-16.
<b>Funding Source</b>	216-1602-00-421210
<b>Safety Impact</b>	Provides law enforcement the ability to receive critical information when dealing with dangerous persons/situations
<b>Duration</b>	None
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Sgt. Dave Northcraft 503.969.1994
<b>Contract No.</b>	N/A

Over the last 17 years, the Clackamas County Sheriff's Department has utilized ruggedized mobile data computers (MDC's) for communication with CCOM, report writing, Class databases and geo-locating addresses of dispatched calls. The department standardized on the ruggedized Panasonic Toughbook computers which are mounted in our patrol vehicles as MDC's. These Toughbooks have proven to hold up extremely well in the mobile law enforcement environment where heavy vibration and extreme temperatures are prevalent. Non rugged computers are not made to withstand this type of extreme mobile environment.

The Sheriff's Office currently has 300 Panasonic Toughbook Mobile Data computers in Patrol, Detectives, Civil, Admin and Special Units. Panasonic's warranty covers the first three years of each computer. After the warranty period, repair costs are billed at \$125/hr for labor, plus the cost of parts. We evaluate every out-of-warranty repair to determine the necessity of fixing the damaged laptop vs. the cost.

The current replacement plan of the Sheriff's office is to maintain the fleet of MDC's with equipment not older than 5 years of age. This is well beyond the 3 year Panasonic warranty period, but has proven to be a realistic end of life age for these computers in our mobile environment over the last 15 years.

Laptops kept in the field over 5 years of age prove to be unreliable to the deputy on the street, which can compromise their safety related to the receiving of critical information when dealing with dangerous persons/situations. Additionally, the cost of maintaining and repairing

*"Working Together to Make a Difference"*

MDC's over 5 years of age is very expensive and they do not have the speed or hard drive capacity to run current applications used by the Sheriff's Office.

The Sheriff's Department has budgeted funds to purchase 50 replacement Panasonic fully rugged Toughbooks for the FY-2015-16. These new MDC's will replace 50 older – out of warranty models in the Patrol, Civil, Community Corrections, Command Staff and Detectives Divisions.

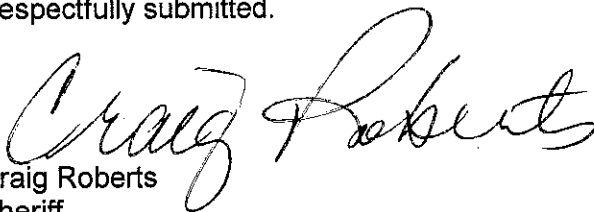
This request is to utilize budgeted funds to purchase the Toughbook models CF-3117381CM. This model Toughbook is currently deployed in the field and performs exceptionally well with all the Sheriff's Office current mobile applications and vehicle installations. This model is equipped with a cellular aircard which maintain connectivity to the Sheriff's network allowing deputies' access to critical law enforcement data such as RegJIN, CCOM CAD mug shots, DMV photos, criminal history, other agency databases and the electronic submission of police reports from the field to Sheriff's Records.

Approval of this purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority for Cooperative Procurements. The State of Oregon through the Western States Contracting Alliance (WSCA) competitively awarded a contract for Panasonic Mobile Data Computers and accessories (contract B27172 9796).

RECOMMENDATION:

Staff respectfully recommends that the Board approve the purchase of 50 Mobile Data Computers from CDW Government.

Respectfully submitted.

  
Craig Roberts  
Sheriff

Placed on the Board Agenda of July 30, 2015 by the Purchasing Division.



LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

July 30, 2015

**MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS**

Please place on the Board Agenda of July 30, 2015, approval of an Authorization to Purchase Fifty (50) Mobile Data Computers from CDW-Government. This purchase was requested by Craig Roberts, Sheriff.


This purchase is in compliance with LCRB Rule C-046-0400, Authority for Cooperative Procurements. The State of Oregon, through the Western States Contracting Alliance (WSCA) competitively awarded a contract for Mobile Data Computers and Accessories (contract B27172 9796).

Funds for this purchase are budgeted in FY 2015/2016 in account line 216-1602-00-421210. The amount of this purchase is \$198,345.

**RECOMMENDATION:**

Staff respectfully recommends that the Board approve the Authorization to Purchase Mobile Data Computers from CDW Government.

Sincerely,

  
Tom Averett, CPPB  
Buyer



OFFICE OF COUNTY COUNSEL

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

July 30, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Stephen L. Madkour  
County Counsel

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

Adoption of a Board Order in the Matter of *Reaffirming* Limits for  
Uninsured/Underinsured Motorist Coverage

<b>Purpose/Outcomes</b>	To <i>reaffirm</i> uninsured/underinsured motorist coverage as permitted by Oregon statute.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	No new funding
<b>Safety Impact</b>	N/A
<b>Duration</b>	Effective upon passage.
<b>Previous Board Action</b>	Board Order 2015-46 adopted on May 15, 2015
<b>Contact Person</b>	Kathleen Rastetter, Sr. Legal Counsel & Dwayne Kroening, Risk Manager

**BACKGROUND:** The County is self-insured for general liability insurance coverage, including automobile coverage. Oregon law permits an insured to elect limits of uninsured/underinsured (UM/UIM) motor vehicle coverage lower than bodily injury liability limits, which the Board did in Board Order 2015-46.

On July 1, 2015, the liability limits of the Oregon Tort Claims Act were amended to adjust the damages limit in tort actions against the County. To make clear that the Board continues to elect the lower limits, this board order *reaffirms* the election of lower UM/UIM motor vehicle coverage in compliance with the statute.

**RECOMMENDATION:** Staff recommends the Board of County Commissioners adopt the attached Board Order.

Respectfully submitted,

  
Kathleen Rastetter  
Sr. Legal Counsel



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

**In the Matter of Reaffirming  
Limits for Uninsured/Underinsured  
Motorist Coverage**



**Order No.**  
Page 1 of 1

**WHEREAS**, the liability limits in the Oregon Tort Claims Act have recently been amended to adjust the damages limit in tort actions against the County;

**NOW, THEREFORE IT IS HEREBY ORDERED** that based on the above, the Board of County Commissioners *reaffirms* that it is in the best interest of the County to elect limits on uninsured/underinsured motorist coverage in the lower limits elected amount of \$25,000 per person, \$50,000 per accident.

This election will remain in force until Clackamas County, as insured, rescinds it in writing or until the motor vehicle bodily injury liability limits are changed.

In signing and dating this Order, on behalf of Clackamas County, the County acknowledges that it has been offered uninsured/underinsured motorist bodily injury coverage limits equal to the bodily injury limits of the policy and that the Board of County Commissioners has made a deliberate decision to select the limits shown above.

Clackamas County does not provide Personal Injury Protection benefit coverage for any County-owned vehicles.

DATED this \_\_\_\_ day of July, 2015.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

-----  
-----  
Summary of coverages:

Uninsured motorist coverage insures you the insured, and others covered under the uninsured motorist coverage, for all amounts that you are legally entitled to recover as damages for bodily injury or death caused by accident and arising out of the ownership, maintenance or use of an uninsured motor vehicle, subject to the terms of the policy.

Underinsured motorist coverage insures you the insured, and others covered under the underinsured motorist coverage, for your damages to the extent that your uninsured motorist coverage benefits are greater than the amount recovered from other motor vehicle liability insurance policies.

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

**In the Matter of Electing Lower Limits  
for Uninsured/Underinsured Motorist  
Coverage**

**Order No. 2015- 46  
Page 1 of 2**

**WHEREAS**, this matter has come before the Board of County Commissioners at its regularly scheduled business meetings, and the Board is fully apprised; and

**WHEREAS**, Clackamas County is the named insured on a motor vehicle liability insurance policy issued by Clackamas County (the self-insurer); and

**WHEREAS**, Oregon insurance law requires that all motor vehicle liability policies provide Uninsured/underinsured Motorists Bodily Injury coverage with limits equal to the Bodily Injury Liability limits unless the insured selects Uninsured/underinsured limits that are lower than the bodily injury limits, but not lower than \$25,000 each person / \$50,000 each accident split limits or \$50,000 single limit; and

**WHEREAS**, Clackamas County elects to have its motor vehicle liability insurance policy contain lower limits for uninsured/underinsured motorist coverage than for bodily injury liability coverage. The lower limits selected are \$25,000 per person, \$50,000 per accident. Clackamas County, as the insured, acknowledges that it was offered uninsured/underinsured motorist coverage with the limits equal to those for bodily injury liability coverage, but Clackamas County elects the lower limits; and

**WHEREAS**, the comparison of prices for coverage is as follows:

\$0 is the price per insured vehicle for uninsured/underinsured motorist coverage with limits equal to the named insured's bodily injury liability limits under the insured's self-insurance.

\$0 is the price per insured vehicle for coverage with the lower limits for uninsured/underinsured motorist coverage, which we, the named insured has requested.

**NOW, THEREFORE IT IS HEREBY ORDERED** that based on the above, the Board finds that it is in the best interest of the County to elect limits on uninsured/underinsured motorist coverage in the lower limits elected amount of \$25,000 per person, \$50,000 per accident.

This election will remain in force until Clackamas County, as insured, rescinds it in writing or until the motor vehicle bodily injury liability limits are changed.

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

**In the Matter of Electing Lower Limits  
for Uninsured/Underinsured Motorist  
Coverage**

Order No. 2015-46  
Page 2 of 2


In signing and dating this Order, on behalf of Clackamas County, the County acknowledges that it has been offered uninsured/underinsured motorist bodily injury coverage limits equal to the bodily injury limits of the policy and that the Board of County Commissioners has made a deliberate decision to select the limits shown above.

Clackamas County does not provide Personal Injury Protection benefit coverage for any County-owned vehicles.

DATED this 14 day of May, 2015.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
Chair

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

Summary of coverages:

Uninsured motorist coverage insures you the insured, and others covered under the uninsured motorist coverage, for all amounts that you are legally entitled to recover as damages for bodily injury or death caused by accident and arising out of the ownership, maintenance or use of an uninsured motor vehicle, subject to the terms of the policy.

Underinsured motorist coverage insures you the insured, and others covered under the underinsured motorist coverage, for your damages to the extent that your uninsured motorist coverage benefits are greater than the amount recovered from other motor vehicle liability insurance policies.



10

DAN JOHNSON  
MANAGER

**DEVELOPMENT AGENCY**

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

July 30, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement between the  
Clackamas County Development Agency and North Clackamas School District #12  
for design consultation, and construction funding of four improvement  
projects at the Wichita Center for Family and Community**

<b>Purpose/Outcomes</b>	This IGA outlines roles and responsibilities for design, permitting and construction funding of four projects planned by NCSD#12 at the Wichita Center for Family and Community. The Agency currently has a Memorandum of Understanding (MOU) with NCSD#12 for Agency participation and funding of the Wichita Center projects. It was originally assumed the Agency would contract directly with consultants for design and engineering services at the Wichita Center. Subsequently it was determined to be more efficient for NCSD#12 to utilize existing consultant contracts and have the Agency reimburse NCSD#12. This IGA incorporates all previous elements of the MOU and provides a legal mechanism for the Agency to reimburse NCSD#12 for expenses incurred on the Wichita Center projects.
<b>Dollar Amount and Fiscal Impact</b>	The Agency will reimburse NCSD#12 for design, permitting and construction costs for the four projects. The maximum contribution by the Agency is capped at \$500,000. NCSD#12 has received a \$120,000 Community Development Block Grant to leverage funding provided by the Agency.
<b>Funding Source</b>	Clackamas County Development Agency
<b>Safety Impact</b>	The installation of a wheelchair ramp at the main entrance of the Wichita Center, a crosswalk with a pedestrian-activated warning signs on SE King Road and construction of a new parking lot will increase public access to the facility and enhance the safety of pedestrians, particularly those with mobility challenges. Connecting the facility to public sewer will eliminate the chance of the large on-site septic system failing and adversely impacting neighboring properties or contaminating ground water.
<b>Duration</b>	The IGA will be in effect until December 31, 2016.
<b>Previous Board Action</b>	In June 2014, the Board of County Commissioners approved the Agency budget for 2014/15, which directed \$500,000 to projects at the Wichita Center. On April 16, 2015 the Board approved a Memorandum of Understanding with NCSD#12 for the Wichita Center improvements.
<b>Contact Person</b>	Ken Itel, Senior Project Planner, Clackamas County Development Agency – (503) 742-4324

## **BACKGROUND**

The Wichita Center is located in the North Clackamas Revitalization Area (NCRA) urban renewal district. It is operated by NCSD#12 and provides much needed social and educational services for low and moderate income families, and is particularly convenient for residents of the NCRA. The facility also provides community-based services to the general public. Supporting the Wichita Center meets the goals outlined in the NCRA plan, which include developing a community center.

The Development Agency and NCSD#12 have engaged in ongoing discussions regarding improvements at the Wichita Center and increasing access to public services. The Agency recently assisted NCSD#12 in obtaining a Community Development Block Grant (CDBG) award of \$120,000 for the proposed projects. The ability to leverage CDBG funds enables the Agency to direct funds to other much needed projects in the NCRA.

This Agreement incorporates an existing MOU outlining the roles and responsibilities of the Agency and NCSD#12 for the purpose of providing design and construction services for projects at the Wichita Center. The projects include a wheelchair ramp at the facility's main entrance, a new parking lot, connecting the facility to public sanitary sewer and decommissioning the on-site septic system, and constructing a crosswalk with pedestrian-activated warning signals on SE King Road. The projects meet the intent of the North Clackamas Revitalization Area Plan.

The Agency will assist with the design process and coordinate permitting with NCSD#12 and its consultants. The Agency will also provide bidding and construction management assistance to NCSD#12 and its consultants. The Agency will reimburse NCSD#12 for design and construction costs, which includes matching funds for the Community Development Block Grant, up to a total of \$500,000.

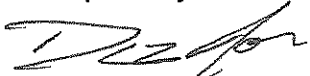
Construction of the wheelchair ramp may occur in fall 2015. Exact timing of the other projects is dependent on the design and permitting process, as well as coordination with the operational needs at the Wichita Center. All projects are expected to be completed no later than September 2016.

## **RECOMMENDATION**

Staff recommends the Board:

1. Approve the attached agreement between the Clackamas County Development Agency and North Clackamas School District #12 for consultation and funding of design and construction of four improvement projects at the Wichita Center for Family and Community.
2. Authorize the Board Chair to execute the agreement on behalf of the Agency.

Respectfully submitted,



Dan Johnson  
Development Agency Manager

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY DEVELOPMENT AGENCY AND  
NORTH CLACKAMAS SCHOOL DISTRICT NO. 12  
FOR  
WICHITA CENTER FOR FAMILY AND COMMUNITY IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into and between Clackamas County Development AGENCY (hereafter called "AGENCY"), the urban renewal AGENCY of Clackamas County, and North Clackamas School District No. 12 (hereafter called "DISTRICT").

**RECITALS**

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

WHEREAS, DISTRICT desires to make improvements to the Wichita Center for Family and Community ("Wichita Center"), which includes construction of a wheelchair ramp at the main entrance, expansion of the parking lot and parking lot improvements, installation of a crosswalk on SE King Road and connection of the facility to the public sanitary sewer system (hereafter called "Wichita Center Improvements" or the "Project");

WHEREAS, AGENCY desires to carry out the North Clackamas Revitalization Area urban renewal district plan (the "Plan") pursuant to ORS Chapter 457, by making the aforementioned improvements to the Wichita Center. The Plan was duly adopted and approved by the Board of County Commissioners on May 25, 2006, and most recently amended on July 3, 2008;

WHEREAS, The AGENCY has obtained Community Development Block Grant ("CDBG") awards on behalf of DISTRICT for funds for the construction of the wheelchair ramp at the main entrance and the installation of a crosswalk on SE King Road;

WHEREAS, AGENCY has agreed to provide funding of up to \$500,000 for the Wichita Center Improvements.

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

1. **Term.** This Agreement shall be effective upon execution, and shall continue until the Wichita Center Improvements, described in this Agreement, are substantially complete, or December 31, 2016, whichever is sooner.
2. **Obligation of the DISTRICT.**
  - A. DISTRICT will provide necessary assistance to the AGENCY in order to complete the four (4) projects, collectively known as Wichita Center Improvements. DISTRICT will provide assistance in the following ways;
    1. DISTRICT will coordinate with the AGENCY in the design, bidding and construction of the projects. The DISTRICT will also coordinate with Clackamas County Community Development ("Community Development") on those aspects of the PROJECT where CDBG funding is involved.
    2. DISTRICT will contract with consultants for design and construction management services for the Wichita Center Improvements.

3. When requested, DISTRICT will provide timely feedback regarding design, RFQ and construction bid advertisements, permitting and construction issues. Timely feedback is defined as any reasonable deadline specified by the AGENCY in carrying out the above mentioned tasks.
  4. DISTRICT will respond in a timely manner to AGENCY's requests to execute applications or documents and to provide information or approval to the AGENCY or consultants for purposes of fulfilling the purpose of this Agreement.
  5. DISTRICT will comply with CDBG funding requirements and will respond in a timely manner to requests by the AGENCY or Community Development to provide information or approvals for purposes of fulfilling CDBG requirements.
  6. In addition to the liaison listed below in Section 6, as necessary, DISTRICT will designate an individual or individuals to coordinate with the AGENCY in carrying out individual projects.
- B. DISTRICT shall submit invoices to the AGENCY for reimbursement of design and construction costs billed to the PROJECT and paid by the DISTRICT. DISTRICT shall submit invoices to the AGENCY within three (3) months from the date that costs are incurred. At the Agency's discretion, final invoices submitted after the three (3) months may not be eligible for reimbursement. Administrative or staff costs incurred by the DISTRICT are not reimbursable. Notwithstanding any provision herein which may be construed to the contrary, the total compensation provided to the DISTRICT by the AGENCY under this Agreement shall not exceed \$500,000.00 without prior written amendment of this Agreement executed by DISTRICT and AGENCY.
- C. DISTRICT shall submit invoices to the Agency at the following address:
- Clackamas County Development Agency  
Attention: Ken Itel or Lori Phillips  
150 Beavercreek Road  
Oregon City, OR 97045
- A copy of DISTRICT invoices may be emailed to: [kennethite@clackamas.us](mailto:kennethite@clackamas.us)

### 3. **Obligation of the AGENCY.**

- A. The AGENCY agrees to administer four (4) construction projects, collectively known as the Wichita Center Improvements, on behalf of DISTRICT. The AGENCY will perform the following tasks;
1. Construction of a new parking lot (+/- 36 stalls). Pervious concrete is a design preference which will be evaluated.
    - a. The AGENCY will provide a scope of work to the DISTRICT consultant.
    - b. The AGENCY will work with the DISTRICT consultant on design, and verify permit and land use entitlement requirements.
    - c. The AGENCY will facilitate and coordinate design work, permitting and land use entitlements with DISTRICT and the consultant.
    - d. The AGENCY, along with DISTRICT and the consultant, will develop bid specifications and advertise the bid for construction.

- e. The AGENCY or the DISTRICT will enter into a contract for construction and the AGENCY will provide construction management services in conjunction with the DISTRICT, consultant and County staff.
  - f. Subject to Section 2(B), the construction of a new parking lot will be eligible for reimbursement by the AGENCY up to the full amount for design and construction of the parking lot.
2. Construction of a crosswalk with pedestrian-activated warning signals on SE King Road.
    - a. The AGENCY has obtained a CDBG award on behalf of DISTRICT for construction funds for the pedestrian crossing.
    - b. The AGENCY will provide a scope of work to the DISTRICT consultant for design of the pedestrian crossing.
    - c. The AGENCY will work with the DISTRICT consultant on design, and verify permit and land use entitlement requirements.
    - d. The AGENCY will facilitate and coordinate design work, permitting and land use entitlements with DISTRICT and the consultant.
    - e. Community Development will act as the construction project manager. The AGENCY will work with Community Development, DISTRICT, and the consultant to develop bid specifications and advertise the bid for construction.
    - f. The AGENCY will provide construction management assistance to Community Development.
    - g. Subject to Section 2(B), the pedestrian crossing will be eligible for reimbursement by the AGENCY up to the full amount for design work.
    - h. Subject to Section 2(B), the AGENCY will provide the required matching funds for the CDBG award, and any additional funds required to complete construction.
  3. Construction of a wheelchair ramp at the main entrance.
    - a. The AGENCY has obtained a CDBG award on behalf of DISTRICT for construction funding for the wheelchair ramp.
    - b. The AGENCY will provide permitting and land use entitlement assistance as necessary, and assist DISTRICT and DISTRICT's architectural consultant, BBL Architects, with design refinements.
    - c. The AGENCY will reimburse DISTRICT for fees paid to BBL Architects for permitting, bidding and construction management to date. Subject to Section 2(B), the amount reimbursable by the AGENCY for additional architectural service work performed by BBL Architects on the wheelchair ramp shall not exceed \$15,000 without written approval by the AGENCY.
    - d. Community Development will be the construction project manager. The AGENCY will work with Community Development, DISTRICT, and the consultant to develop bid specifications and advertise the bid for construction.
    - e. The AGENCY will provide construction management assistance to Community Development.
    - f. Subject to Section 2(B), the AGENCY will provide the required matching funds for the CDBG award, and any additional funds required to complete construction.



4. Connection of the Wichita Center to public sewer and on-site system decommissioning.
  - a. The AGENCY will provide a scope of work to the DISTRICT consultant.
  - b. The AGENCY will work with the DISTRICT consultant on design, and verify permit requirements.
  - c. The AGENCY will coordinate with DISTRICT and the City of Milwaukie regarding project permitting and annexation of the property to the City of Milwaukie.
  - d. The AGENCY, along with DISTRICT and the consultant, will develop bid specifications and advertise the bid for construction.
  - e. The AGENCY or the DISTRICT will contract with the winning bidder for sewer connection and on-site system decommissioning work.
  - f. The AGENCY will provide construction management services in conjunction with the DISTRICT, consultant and County staff.
  - g. Subject to Section 2(B), the connection of the Wichita Center to public sewer and the on-site system decommissioning work will be eligible for reimbursement by the AGENCY up to the full amount for design and construction.
  - h. The AGENCY will assist DISTRICT with preparation of an annexation application and will reimburse DISTRICT for application and annexation fees associated with annexation of the property to the City of Milwaukee.
  - i. It is the understanding of the AGENCY that DISTRICT desires the connection of the Wichita Center to public sewer and on-site system decommissioning to be the final project of the Wichita Center Improvements described herein so that the other on-site projects may be completed under Clackamas County zoning regulations.

B. AGENCY shall reimburse DISTRICT for invoices submitted by DISTRICT for design and construction costs billed to the PROJECT and paid by the DISTRICT. AGENCY shall issue payment to the DISTRICT for approved costs within 30 days of receipt of invoices. Administrative or staff costs incurred by the DISTRICT are not reimbursable. Notwithstanding any provision herein which may be construed to the contrary, the total compensation provided to the DISTRICT by the AGENCY under this Agreement shall not exceed \$500,000.00 without prior written amendment of this Agreement executed by DISTRICT and AGENCY. All contracts related to the Wichita Center Improvements are subject to approval by the Development Agency Board.

#### 4. Work Plan and Scheduling of Work.

- A. It is the desire of both parties to complete the four Wichita Center Improvements as soon as practicable, if possible prior to September 30, 2016. The Agency will endeavor to complete the projects as described in the tasks under Section 3, prior to September 30, 2016. NCSD acknowledges that it may not be possible to complete any or all of the Wichita Center Improvements within the desired time frame due to circumstances beyond the control of the Agency.

1. These circumstances include, but are not limited to, the length of time necessary to contract for project design and obtain construction ready plan documents, the amount of time required to obtain necessary permits or land use approvals, the timing and availability of CDBG funds, the time required to bid and contract for construction, and the construction window available as a result of Wichita Center usage and programming.
  2. Design and construction timing is also highly dependent on the receipt of necessary information and approvals requested by the Agency and/or Community Development from the DISTRICT. All parties will in good faith attempt to meet project deadlines but recognize timelines may need to be adjusted because of unforeseen circumstances. AGENCY will provide prompt notice to DISTRICT of any anticipated delays in the schedule. DISTRICT agrees to not unreasonably withhold consent to extension in the schedule.
- B. In the event any or all of the Wichita Center projects are unable to be completed by September 30, 2016, the parties may mutually agree in writing to adjust project timelines, or modify or terminate projects as necessary. In the event of project alterations, other terms of this Agreement shall remain in effect except for mutually agreed upon changes. In no event shall the DISTRICT claim any damages, monetary or otherwise, resulting from the Agency's failure to complete the Wichita Center Improvements by September 30, 2016.

## 5. Termination of Agreement

- A. The DISTRICT and AGENCY, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the DISTRICT or AGENCY may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination.
- C. Nothing herein shall prevent the parties from meeting to mutually discuss the PROJECT. Each party shall use best efforts to coordinate with the other to minimize conflicts.
- D. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

## 6. Liaison Responsibility

- A. Joe Krumm, or his designee will act as liaison for DISTRICT for this project.  
Contact Information:  
North Clackamas School District #12  
4444 SE Lake Road  
Milwaukie, OR 97222  
503-353-6017 or [krumm@nclack.k12.or.us](mailto:krumm@nclack.k12.or.us)

B. Ken Itel, or his designee will act as liaison for AGENCY for this project.

Contact Information:

Clackamas County Development Agency

150 Beaver Creek Road

Oregon City, OR 97045

503-742-4324 or [kennethite@clackamas.us](mailto:kennethite@clackamas.us)

7. **Indemnification.** Subject to the limits of the Oregon Tort Claims Act and Article 11 Section 10 of the Oregon Constitution, AGENCY agrees to indemnify, save harmless and defend the DISTRICT, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, errors, omissions or faults of AGENCY or AGENCY's officers, owners, employees, agents, or its subcontractors or anyone over which the AGENCY has a right to control.

Subject to the limits of the Oregon Tort Claims Act and Article 11 Section 10 of the Oregon Constitution, the DISTRICT agrees to indemnify, save harmless and defend the AGENCY, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, errors, omissions or faults of the DISTRICT or the DISTRICT'S officers, owners, employees, agents, or its subcontractors or anyone over which the DISTRICT has a right to control.

8. **General Provisions**

- A. This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. The AGENCY and DISTRICT agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- C. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this 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.
- D. **Access to Records.** The AGENCY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of DISTRICT which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- E. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or

other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

G. This Agreement contains the entire agreement between the DISTRICT and AGENCY and supersedes all prior written or oral discussions or agreements.

H. The DISTRICT and AGENCY may amend this Agreement at any time only by written amendment executed by the DISTRICT and AGENCY.

I. The DISTRICT and AGENCY shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

J. Each Party intends that this Agreement does not benefit, or create any right or cause of action in or on behalf of, any person or entity other than AGENCY or DISTRICT.

K. No party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other party, which consent may be withheld for any reason.

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

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

**Clackamas County Development Agency**

**North Clackamas School District No. 12**

\_\_\_\_\_  
John Ludlow, Chair

  
\_\_\_\_\_  
Ron Stewart, Assistant Superintendent

\_\_\_\_\_  
Date

7-16-15  
\_\_\_\_\_  
Date