

AGENDA

Thursday, July 23, 2015 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2015-83

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Recognition of the 2015 NACo Achievement Awards (Tracy Moreland, Public & Government Affairs)

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 Sub-recipient Agreement with the City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
2. Approval to Apply for the FY 2015 Health Center Expanded Services (ES) Grant from the Health Resources and Services Administration – *Health Centers*
3. Approval of an Intergovernmental Agreement No. 148674 with the State of Oregon, Department of Human Services for the Operation of the JOBS Program – *Community Solutions*
4. Approval of an Intergovernmental Agreement between Community Solutions for Clackamas County and the State of Oregon Department of Energy for Weatherization Services – *Community Solutions*
5. Board Order No. _____ Approving the Mental Health Director's Designee to Authorize a Custody Hold Under *ORS 426.233* – *Behavioral Health*

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of the Contract with Hart InterCivic Inc. to Provide and Install a Ballot Tally System in the Clackamas County Elections Office – *CLERK*

IV. COUNTY ADMINISTRATOR UPDATE

V. 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



GARY SCHMIDT
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS

PUBLIC SERVICES BUILDING

2051 KAEN ROAD OREGON CITY, OR 97045

July 23, 2015
Board of County Commissioners
Clackamas County

Members of the Board:

Presentation recognizing 2015 NACo Achievement Award program staff

Purpose/Outcomes	Recognizing Clackamas County programs and staff who earned National Association of Counties (NACo) 2015 Achievement Awards.
Fiscal Impact	None
Funding Source	N/A
Safety Impact	N/A
Duration	N/A
Previous Action	None
Contact Person	Tracy Moreland, Community Relations Specialist – PGA 503-655-8520

BACKGROUND

Public and Government Affairs is pleased to present to the Board of County Commissioners several county departments honored by the National Association of Counties (NACo) with a 2015 Achievement Award. NACo awards recognize effective and innovative programs which contribute to and enhance county government throughout the United States.

The following awards were presented to Clackamas County:

Clackamas River Enforcement and Ecology Workgroup – CREEW

Category: Civic Education and Public Information

Complaints of alcohol use, litter, and aggressive behavior on the Clackamas River prompted the Clackamas County Board of Commissioners to pass a 2013 ordinance leading to tighter enforcement of alcohol use in county parks. The Clackamas River Enforcement and Ecology Workgroup, or CREEW – representatives from county departments and partners – was formed to collaboratively work to identify goals and programs for the upcoming summer recreation season that helped further the positive results of the Parks Ordinance.

Community Rain Garden Partnership

Category: County Resiliency: Infrastructure, Energy and Sustainability

In 2013 Water Environment Services (WES) implemented a surface water management project called the Community Rain Garden Partnership to focus on improving water quality within the service district for public health and the environment. The results of the Community Rain Garden Partnership include beautiful, functional and sustainable rain gardens that raise awareness of the importance of watershed health throughout the District and the county.



GARY SCHMIDT
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PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

**Changing Lens of Transportation Safety –
Combining a Health Assessment and Road Audit**

Category: Transportation

Clackamas County Public Health, Traffic Engineering and Transportation Planning and Clackamas Safe Communities completed a pilot project that paired a Health Impact Assessment (HIA) with a Road Safety Audit (RSA). The goals were to understand how transportation decisions affect health and safety, and to develop a strategy for considering health in the county's transportation engineering, planning and maintenance work.

Skills Groups in the Schools – A New Partnership

Category: Criminal Justice and Public Safety

The Clackamas County Juvenile Department Skills Group Program is dedicated to providing facilitated group learning opportunities with evidence-based curricula which focus on expanding the competencies of youth. Skills Groups address risk factors by providing youth with positive life and social skills experiences in local schools, thus increasing protective factors. *This program was also awarded the honor of Best in Category by NACo.*

RECOMMENDATION

Public and Government Affairs is pleased to help the Board recognize these departments for their excellence and hard work. Congratulations to all the staff involved.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gary Schmidt".

Gary Schmidt
Director, Public and Government Affairs



COPY

Richard Swift
Interim Director

July 23, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with the
City of Wilsonville/Wilsonville Community Center to provide
Social Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for persons in the Wilsonville community.
Dollar Amount and Fiscal Impact	The maximum agreement is \$48,932. The contract is funded through the Social Services Division agreement with the Oregon Dept of Human Services, State Unit on Aging.
Funding Source	The Older American Act - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2015 and terminates on June 30, 2016
Previous Board Action	062414-A6
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	7295

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request the approval of the Subrecipient agreement with the City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for persons 60 and over in the Wilsonville service area of Clackamas County. 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 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 Wilsonville/Wilsonville Community Center showed an interest in providing these services in the Wilsonville area, so an intergovernmental agreement with the City of Wilsonville/Wilsonville Community Center was negotiated. This is the fifth 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

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 16-006**

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 Wilsonville/Wilsonville 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 stefanirei@co.clackamas.or.us

Subrecipient Data

Finance/Fiscal Representative: Keith Katko	Program Representative: Patty Brescia
Finance Operations Mgr, City of Wilsonville 29799 SW Town Center Loop E Canby, RO 97013 503-266-2970 katko@ci.wilsonville.or.us	Recreation Program Manager, Wilsonville Community Center 30000 SW Town Center Loop E Wilsonville, OR 97070 503-682-3727 brescia@ci.wilsonville.or.us
FEIN: 93-0580494	

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 **\$48,932**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 4 – Reporting Requirements and Exhibit 5 – 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 5 – 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 .
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 5 – 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 4 – Reporting Requirements.

- h. Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 45 – 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 4 – 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 4 – 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 6: 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/spwpc/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.
- c. **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - i. **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.

- ii. **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.
- iii. **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.
- iv. **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.
- v. **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.
- vi. **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.
- vii. **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.

- viii. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
 - ix. **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)

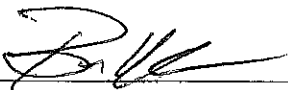
SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

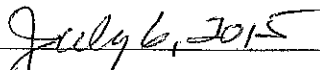
This agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein.

- Exhibit 1 Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Required Federal Terms and Conditions
- Exhibit 3 Subrecipient Standard Terms and Conditions
- Exhibit 4 Reporting Requirements
- Exhibit 5 Budget and Units of Service
- Exhibit 6 Congressional Lobbying Certificate
- Exhibit 7 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 Wilsonville
Wilsonville Community Center

By: 
Bryan Cosgrove, City Manager

Date: 
Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Interim Director
Department of Human Services

Date

July 23, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval to Apply to the FY 2015 Health Center Expanded Services (ES) Grant from the
Health Resources and Services Administration

Purpose/Outcomes	To increase access to comprehensive dental health care service at Clackamas County's existing health center sites.
Dollar Amount and Fiscal Impact	The total amount being applied for is \$268,710. This money will be used to fund service delivery. There is no match requirement with this grant.
Funding Source	Funding to cover this agreement originates from the Health Resources and Services Administration. No County General Funds are involved.
Safety Impact	N/A
Duration	This grant agreement is effective September 1, 2015 continues for 2 years.
Previous Board Action	June 26, 2014 Board approved the FY 2014 Health Center Expanded Services (ES) Grant from the Health Resources and Services Administration
Contact Person	Deborah Cockrell, FQHC Director, 503-741-5695
Contract No.	N/A

BACKGROUND: The Health Centers Division of the Health, Housing and Human Services Department (H3S), requests the approval to apply for the Fiscal Year 2015 Health Center Expanded Services Supplemental Funding Opportunity: HRSA-15-153.

This Expanded Services funding opportunity will increase access to dental care services for underserved populations in Clackamas County. This is a supplemental funding opportunity authorized under section 330 of the Public Health Service (PHS) Act.

Clackamas County Health Centers is eligible to apply for this grant opportunity as an organization which already receives Health Center Program operational funds.

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

Respectfully submitted,


Richard Swift, Interim Director

July 23, 2015

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) #148674
 with the State of Oregon, Department of Human Services (DHS),
for the Operation of the JOBS Program

Purpose/Outcomes	This IGA will continue the Job Opportunity and Basic Skills (JOBS) Program in the County
Dollar Amount and Fiscal Impact	The total amount of this agreement is \$871,531 in revenue
Funding Source	Funding is from the State of Oregon Department of Human Services. No County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2015 and terminates on June 30, 2016
Previous Board Action	The original contract was approved by the Board of County Commissioners on July 23, 2009 - agenda item #072309-A7
Contact Person	Lori Mack 503-655-8843
Contract No.	CSCC 7300

BACKGROUND:

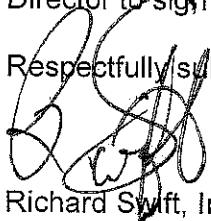
Community Solutions for Clackamas County (CSCC) a division of Health Housing and Human Services Department request the approval of an Intergovernmental Agreement with the State of Oregon DHS-Self Sufficiency program. CSCC will continue responsibility for service management to DHS referred clientele. Contract requirements include employment plan development; job preparation and placement; transition services; and self-sufficiency services. All contract services are to assist adult clients with employment placement.

The agreement provides \$871,531 Revenue for FY 15/16. This agreement is effective July 1, 2015 and terminates on June 30, 2016. No County General Funds are involved. County Counsel last reviewed and approved the IGA July 21, 2009.

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

Healthy Families. Strong Communities.

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

www.clackamas.us



Agreement Number IGA # 148674

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Community Solutions for Clackamas County (CSCC)
112 11th Street
Oregon City, OR 97045
Contact: Maureen Thompson
Telephone: (503) 655-8842
Facsimile: (503) 655-8841
E-mail address: mautho@co.clackamas.or.us**

hereinafter referred to as "Agency."

Work to be performed under this Agreement relates principally to DHS'

**Self Sufficiency Program (SSP), District 15
315 S. Beavercreek Road
Oregon City, OR 97045
Agreement Administrator: Mary Clark or delegate
Telephone: (971) 673-7321
Facsimile: (971) 673-7381
E-mail address: mary.s.clark@state.or.us**

1. Effective Date and Duration.

This Contract, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Contract has been approved by the Department of Justice or July 1, 2015 whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on June 30, 2016. Contract termination shall not extinguish or prejudice DHS' right to enforce this Contract with respect to any default by Contractor that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work – Definitions
- (2) Exhibit A, Part 2: Statement of Work – General Requirements
- (3) Exhibit A, Part 3: Statement of Work – Services
- (4) Exhibit A, Part 4: Statement of Work – Performance Requirements
- (5) Exhibit A, Part 5: Payment and Financial Reporting
- (6) Exhibit A, Part 6: Special Terms and Conditions
- (7) Exhibit B: Standard Terms and Conditions
- (8) Exhibit C: Subcontractor Insurance Requirements
- (9) Exhibit D: Required Federal Terms and Conditions
- (10) Exhibit E: Business Plan

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 each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, A, B, C and E.

c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by Agency as set forth in Exhibit A.

3. Consideration.

a. The maximum not-to-exceed amount payable to Agency under this Agreement, which includes any allowable expenses, is **\$871,531.00**. DHS will not pay Agency any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. DHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Vendor or Sub-Recipient Determination. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, DHS' determination is that:

Agency is a sub-recipient Agency is a vendor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.558

5. Agency Data and Certification.

- a. **Agency Information.** Agency shall provide information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Agency Name (exactly as filed with the IRS): Clackamas County

Street address: 2051 Kaen Rd.

City, state, zip code: Oregon City, OR 97045

Email address: _____

Telephone: (503) 655-8842 Facsimile: (503) 655-8841

Federal Employer Identification Number: 93-6002286

Proof of Insurance:

Workers' Compensation Insurance Company: self insured

Policy #: _____ Expiration Date: _____

The above information must be provided prior to Agreement execution. Agency shall provide proof of insurance upon request by DHS or DHS designee.

b. Certification. The Agency acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Agency and that pertains to this Agreement or to the project for which the Agreement work is being performed. The Agency certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Agency further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Agency. Without limiting the generality of the foregoing, by signature on this Agreement, the Agency hereby certifies that:

- (1) The information shown in this Section 5., Agency Data and Certification, is Agency's true, accurate and correct information;
- (2) To the best of the undersigned's knowledge, Agency has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (3) Agency and Agency's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by

the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;

- (4) Agency is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at <https://www.sam.gov/portal/public/SAM/>; and
 - (5) Agency is not subject to backup withholding because:
 - (a) Agency is exempt from backup withholding;
 - (b) Agency has not been notified by the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Agency that Agency is no longer subject to backup withholding.
- c. Agency is required to provide its Federal Employer Identification Number (FEIN). By Agency's signature on this Agreement, Agency hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, Agency is also required to provide DHS with the new FEIN within 10 days.

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

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

6. Signatures.

Community Solutions for Clackamas County (CSCC)

By:

Authorized Signature	Title	Date
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State of Oregon, acting by and through its Department of Human Services

By:

Authorized Signature	Title	Date
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Approved for Legal Sufficiency:

/s/ Jeffrey J. Wahl, via email		6/30/2015
Senior Assistant Attorney General		Date

Office of Contracts and Procurement:

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

5
COPY

July 23, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) Between
Community Solutions for Clackamas County and State of Oregon
Department of Energy for Weatherization Services

Purpose/Outcomes	This IGA will reimburse the Clackamas County Weatherization Program for cost effective energy conservation measures installed in qualified dwellings.
Dollar Amount and Fiscal Impact	The IGA total is \$10,000 revenue
Funding Source	State of Oregon Department of Energy. No County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2015 and terminates on June 30, 2016
Previous Board Action	The original contract was approved by the Board of County Commissioners on July 16, 2009 - agenda item #071609-III1
Contact Person	Jacque Meier 503-650-3339
Contract No.	CSCC 7270

BACKGROUND:

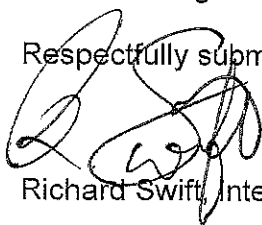
Community Solutions for Clackamas County (CSCC) a division of Health Housing and Human Services Department request the approval of an Intergovernmental Agreement with the State of Oregon Department of Energy to reimburse the Clackamas County Weatherization Program for cost effective energy conservation measures installed in qualified dwellings. Upon eligibility determination, an energy audit will be performed to determine eligible energy saving measures to be performed. These measures may include insulation, house tightening measures, installation of flame retention burners, window replacement, and furnace repair or replacement.

This IGA was reviewed and approved by County Counsel on June 22, 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

Healthy Families. Strong Communities.

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

www.clackamas.us

INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Energy ("Agency") and Clackamas County ("Local Government"), each a "Party" and, together, the "Parties."

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

SECTION 2: PURPOSE

The purpose of the State Home Oil Weatherization (SHOW) Program is to serve eligible Oregon households that heat with oil, propane, kerosene, butane or wood by providing rebates to install energy saving measures. This Grant Agreement provides funding to local government to support low-income households with weatherization and energy conservation measures for eligible recipients.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on July 1, 2015, or the date of the last signature, whichever occurs last ("Effective Date"), and terminates on June 30, 2016, unless terminated earlier in accordance with Section 16. Notwithstanding the Agreement's Effective Date, Local Government's obligations under this Agreement shall become effective on July 1, 2015.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 AGENCY'S AUTHORIZED REPRESENTATIVE IS:

Deby Davis, RETC Lead Worker
625 Marion St, NE
Salem, OR 97301
(503) 378-8351 Office
(503) 373-7806 Fax
deby.s.davis@state.or.us

4.2 LOCAL GOVERNMENT'S AUTHORIZED REPRESENTATIVE IS:

Jacque Meier
146 Molalla Ave
Oregon City, OR 97045
(503) 655-8840 Office
jacquemei@co.clackamas.or.us

4.3 A PARTY MAY DESIGNATE A NEW AUTHORIZED REPRESENTATIVE BY WRITTEN NOTICE TO THE OTHER PARTY.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

- 5.1 LOCAL GOVERNMENT SHALL PERFORM THE WORK SET FORTH ON EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.
- 5.2 AGENCY SHALL PAY LOCAL GOVERNMENT AS DESCRIBED IN SECTION 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

Agency shall reimburse Local Government, up to but not in excess of \$10,000.00 for all expenses reasonably and necessarily incurred in performing the work and delivering the deliverables required of Local Government under this Agreement. Payment will be made monthly, for work performed to Agency's satisfaction during the prior month, after submission of a satisfactory reimbursement request.

SECTION 7: RECOVERY OF OVERPAYMENTS

If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 8: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any law limiting the activities, liabilities or monetary obligations of Agency.

SECTION 9: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

- 9.1 Local Government is a county duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;
- 9.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;
- 9.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;

- 9.4 Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 9.5 Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

SECTION 10: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State or Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 11: OWNERSHIP OF WORK PRODUCT

- 11.1 As used in this Section and elsewhere in this Agreement, the following terms have the meanings set forth below:
- 11.1.1 "Local Government Intellectual Property" means any intellectual property owned by Local Government and developed independently from the work under this Agreement.
 - 11.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than Local Government or Agency.
 - 11.1.3 "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein.
- 11.2 All Work Product created by Local Government under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of Agency. Agency and Local Government agree that all Work Product created by Local Government under this Agreement is "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the Work Product created by Local Government under this Agreement is not "work made for hire," Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Work Product created by Local Government under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 11.3 If Work Product is Local Government Intellectual Property, a derivative work based on Local Government Intellectual Property or a compilation that includes Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, no-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Local

Government Intellectual Property and the pre-existing elements of the Local Government Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

- 11.4** If Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, no-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.
- 11.5** If state or federal law requires that Agency or Local Government grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Local Government shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 12: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon." In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTING OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 13: LOCAL GOVERNMENT DEFAULT

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

- 13.1** Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 13.2** Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;
- 13.3** Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in any involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

- 13.4 A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee receiver custodian liquidator or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgement, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 14: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 15: REMEDIES

- 15.1 In the event Local Government is in default under Section 13, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 7 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 15.2 In the event Agency is in default under Section 14 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 15.2, Local Government shall promptly pay any excess to Agency.

SECTION 16: TERMINATION

- 16.1 This Agreement may be terminated at any time by mutual written consent of the Parties.
- 16.2 Agency may terminate this Agreement as follows:
- 16.2.1 Upon 30 days advance written notice to Local Government;

**Intergovernmental Grant Agreement
State Home Oil Weatherization
ODOE IGA 15-024**

- 16.2.2** Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.2.3** Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
 - 16.2.4** Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government;
or
 - 16.2.5** As otherwise expressly provided in this Agreement.
- 16.3** Local Government may terminate this Agreement as follows:
- 16.3.1** Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned source;
 - 16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or
 - 16.3.4** As otherwise expressly provided in this Agreement
- 16.4** Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

SECTION 17: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 18: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, facsimile, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses or numbers as a Party may indicate pursuant to this Section 18. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 19: SURVIVAL

All rights and obligations of the Parties under this Agreement shall cease upon termination of this Agreement, other than the rights and obligations arising under Sections 11, 12, 19, 22 and 29 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 20: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 21: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 22: LIMITATION OF LIABILITY AND INSURANCE

- 22.1** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 29, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.
- 22.2** Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 23: RECORDS

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following 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. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 25: NO THIRD PARTY BENEFICIARIES

Agency and Local Government are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 26: FORCE MAJEURE

Neither Party is responsible for any failure to perform, or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 27: MERGER, WAIVER AND MODIFICATION

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 28: SUBCONTRACTS AND ASSIGNMENT

- 28.1** Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.
- 28.2** Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: CONTRIBUTION

- 29.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 29 with respect to the Third Party Claim.
- 29.2** With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgements, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgements, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 29.3** With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgements, fines or settlement amounts. Local Government's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Local Government's performance of its obligations under this Agreement.

SECTION 31: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 32: ADDITIONAL PROVISIONS

Local Government shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

SECTION 33: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A - Statement of Work, Exhibit B -Insurance, and Exhibit C - Additional Requirements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its

OREGON DEPARTMENT OF ENERGY

Michael Kaplan, Director

Date

Jan Lemke
Designated Procurement Officer

Date

Anthony Buckley
Chief Financial Officer

Date

Address:
625 Marion St. NE
Salem, OR 97301

Federal ID Number: 93-0643773

Approved for Legal Sufficiency in accordance with ORS 291.047
Assistant Attorney General

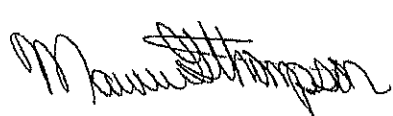
CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Interim Director
Dept of Health, Housing & Human Services

Date



Maureen Thompson, Director
Community Solutions for Clackamas
County

June 25, 2015
Date

Federal ID Number: 96-6002286

COPY

July 23, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

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

Purpose/Outcomes	The Clackamas County Behavioral Health Division (CCBH) of the Health, Housing and Human Services Department requests the Board approve the Designation of Nick Jacoby, CSWA, and Konrad Von Walther, MSW with Clackamas Health Centers by the CCBH Director as additional designee authorized under ORS 426.233.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	None
Duration	Effective July 23 rd , 2015 through duration of employment
Previous Board Action	N/A
Contact Person	Martha Spiers, Mental Health Program Mgr. – Behavioral Health Division – 503-742-5833
Contract No.	N/A

BACKGROUND:

The Behavioral Health Division (CCBH) of the Health, Housing and Human Services Department requests the Board approve the Designation of additional designees authorized under ORS 426.233 (copy attached), the mental health designee will be authorized to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division.

RECOMMENDATION:

Staff recommends the Board approve the Board Order of Nick Jacoby, CSWA, and Konrad Von Walther, MSW with Clackamas Health Centers, as additional qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,


Rich Swift, Interim Director

Healthy Families. Strong Communities.

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

www.clackamas.us

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

In the Matter of the Designation of
Nick Jacoby, CSWA, and Konrad Von
Walther, MSW with Clackamas Health
Centers as Mental Health Director
Designees to Direct Peace Officer Custody
Holds



ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Rich Swift, Interim Director of Health, Housing & Human Services Department, has recommended to this Board the approval of, Nick Jacoby, CSWA, and Konrad Von Walther, MSW with Clackamas Health Centers as additional designees of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

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

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of Nick Jacoby, CSWA, and Konrad Von Walther, MSW with Clackamas Health Centers, as qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 23rd day of July, 2015.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approval of Previous Business Meeting Minutes:

June 25, 2015

(minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

Thursday, June 25, 2015 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

DRAFT

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Mack Woods, Canby – spoke in support of Veteran's.
2. Kevin Johnson, Gladstone – spoke regarding Commissioners private emails.
3. Steve Schopp, Tualatin – spoke regarding Commissioners private emails.
4. Les Poole, Clackamas County – spoke regarding Damascus issues.

II. DISCUSSION ITEMS (three related issues)

County Counsel

1. Resolution No. **2015-59** Approval of the Clackamas County Response to the City of Sandy's Request for Consent Regarding Certain Changes to Its Urban Renewal Plan Area and Authorized Indebtedness

Chris Storey, County Counsel gave general background information for the three related items. The Board will take three separate actions today: as the County, as Extension & 4-H Service District, and the Library Service District.

Chair Ludlow announced this is a Discussion items and asked if anyone wishes to speak.

1. Jan Smith, Boring – spoke in support of Sandy's Urban Renewal Plan Area.
2. Steve Schopp, Tualatin – spoke against Urban Renewal.

~Board Discussion~

Commissioner Schrader asked the Mayor of Sandy and Sandy Fire Chief for their comments.

3. Mayor King, City of Sandy spoke in support.

~Board Discussion~

4. Phil Snider, Sandy Fire Chief spoke in support.

~Board Discussion~

Chair Ludlow asked for a motion.

MOTION:

Commissioner Bernard: I move we concur with the Resolution for Clackamas County response to the City of Sandy's request for consent regarding certain changes to its Urban Renewal plan area and authorized indebtedness.

Commissioner Schrader: Second.

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

Clerk calls the poll.

Commissioner Bernard: Aye.
Commissioner Smith: No.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Ludlow: No – the motion passes 3-2.

Chair Ludlow Announced the Board will recess as the Board of County Commissioners and convene as the Clackamas County Extension and 4-H Service District for this item.

Clackamas County Extension & 4-H Service District

2. Resolution No. **2015-60** Approval of the Clackamas County Extension & 4-H Service District Response to the City of Sandy’s Request for Consent Regarding Certain Changes to Its Urban Renewal Plan Area and Authorized Indebtedness

Chair Ludlow asked for a motion.

MOTION:

Commissioner Bernard: I move we concur with the Resolution for Clackamas County Extension & 4-H Service District response to the City of Sandy’s request for consent regarding certain changes to its Urban Renewal plan area and authorized indebtedness.

Commissioner Savas: Second.

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

Clerk calls the poll.

Commissioner Smith: No.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Chair Ludlow: No – the motion passes 3-2.

Chair Ludlow Announce the Board will adjourn as the Clackamas County Extension and 4-H Service District and convene as the Library Service District of Clackamas County for this item.

Library Service District of Clackamas County

3. Resolution No. **2015-61** Approval of the Library District of Clackamas County Response to the City of Sandy’s Request for Consent Regarding Certain Changes to Its Urban Renewal Plan Area and Authorized Indebtedness

Chair Ludlow asked for a motion.

MOTION:

Commissioner Bernard: I move we concur with the Resolution for the Library District of Clackamas County response to the City of Sandy’s request for consent regarding certain changes to its Urban Renewal plan area and authorized indebtedness.

Commissioner Schrader: Second.

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

Clerk calls the poll.

Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Commissioner Smith: No.
Chair Ludlow: No – the motion passes 3-2.

Announce the Board will adjourn as the Library Service District of Clackamas County and reconvene as the Board of County Commissioners for the next four Items.

III. PUBLIC HEARINGS

(The following 18 Public Hearings relate to Budget)

1. Resolution No. **2015-62** for a Clackamas County Supplemental Budget (Greater than 10% and Budget Reduction for FY 2014-2015

Diane Padilla, Budget Manager presented the staff report.

Chair Ludlow announced this is a public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Smith: I move we approve the Resolution for a Clackamas County Supplemental Budget Greater than 10% and Budget Reductions for Fiscal Year 2014-2015.

Commissioner Bernard: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Savas: Aye,

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

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

2. Resolution No. **2015-63** Adopting the Clackamas County Budget for the 2015-2016 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2015 through June 30, 2016

Diane Padilla, Budget Manager presented the staff report.

~Board Discussion~

Chair Ludlow announced this is a public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Smith: I move we approve the action and adopt the 2015-2016 budget for Clackamas County as presented in the Resolution.

Commissioner Schrader: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – it passes 5-0.

3. Resolution No. **2015-64** Adopting Changed Fees for Clackamas County for Fiscal Year 2015-2016

Laurel Butman, County Administration presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Schrader: I move we approve and adopt the changed fees and fines for Clackamas County Fiscal Year 2015-2016 as presented in the Resolution.

Commissioner Bernard: Second.
Clerk calls the poll.
Commissioner Smith: No. (*Commissioner Smith explained she has a conflict of interest due to her business in Molalla.*)
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Chair Ludlow: Aye – it passes 4-1.

4. Reading & Adoption of Ordinance No. **06-2015** Amending Appendix B - Fines of the Clackamas County Code and Declaring an Emergency
Laurel Butman, County Administration presented the staff report.

~Board Discussion~

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion to read the ordinance by title only.

MOTION:

Commissioner Bernard: I move we read the ordinance by title only.
Commissioner Savas: Second.
Clerk calls the poll.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Chair Ludlow: Aye – it passes 5-0 – he asked the Clerk to assign a number and read the ordinance by title only. He then asked for a motion.

MOTION:

Commissioner Bernard: I move we adopt Ordinance No. **06-2015** Amending Appendix B, Fines of the Clackamas County Code and Declaring an Emergency.
Commissioner Schrader: Second.
Clerk calls the poll.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Chair Ludlow: Aye – it passes 5-0

The Board adjourned as the Clackamas County Board of Commissioners and convened as the Enhanced Law Enforcement District on the next item.

Enhanced Law Enforcement District

5. Resolution No. **2015-65** Adopting the Enhanced Law Enforcement District Budget for the 2015-2016 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2015 through June 30, 2016

Diane Padilla, Budget Manger presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Smith: I move we approve the action and adopt the 2015-2016 budget for the Clackamas County Enhanced Law Enforcement District as presented in the Resolution.

Commissioner Bernard: Second.
~Board Discussion~
Clerk calls the poll.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Ludlow: Aye – it passes 5-0.

The Board adjourned as the Enhanced Law Enforcement District and convened as the Clackamas County Extension and 4-H Service District on the next item.

Clackamas County Extension and 4-H Service District

6. Resolution No. **2015-66** Adopting the Clackamas County Extension and 4-H Service District Budget for the 2015-2016 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2015 through June 30, 2016

Diane Padilla, Budget Manger presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Schrader: I move we approve the action and adopt the 2015-2016 budget for the Clackamas County Extension and 4-H Service District Budget as presented in the Resolution.

Commissioner Savas: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Chair Ludlow: Aye – it passes 5-0.

The Board adjourned as the Extension and 4-H Service District and convened as the Library Service District of Clackamas County on the next item.

Library Service District of Clackamas County

7. Resolution No. **2015-67** Adopting the Library Service District of Clackamas County 2015-2016 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2015 through June 30, 2016

Laura Zentner, Business and Community Services presented the staff report.

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

MOTION:

Commissioner Schrader: I move we approve the action and adopt the 2015-2016 budget for the Library Service District of Clackamas County as presented in the Resolution.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Chair Ludlow: Aye – it passes 5-0.

The Board adjourned as the Library Service District of Clackamas County and convened as the North Clackamas Parks and Recreation District on the next item.

North Clackamas Parks & Recreation District

8. Resolution No. **2015-68** Adopting the North Clackamas Parks & Recreation District’s 2015-2016 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2015 through June 30, 2016

Laura Zentner, Business and Community Services presented the staff report.

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

MOTION:

Commissioner Savas: I move we approve the action and adopt the 2015-2016 budget for the North Clackamas Parks and Recreation District as presented in the Resolution.

Commissioner Schrader: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Savas: No.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – it passes 5-0.

The Board adjourned as the North Clackamas Parks and Recreation District and convened as the Development Agency on the next item.

Clackamas County Development Agency

9. Resolution No. **2015-69** Adopting and Appropriating Funds for the 2015-2016 Fiscal Year Budget for the Clackamas County Development Agency

Dan Johnson, Development Agency presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the action and adopt the 2015-2016 budget for the Clackamas County Development Agency as presented in the Resolution.

Commissioner Schrader: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – it passes 5-0.

The Board adjourned as the Development Agency and convened as Service District No. 5 for the next item two items.

Service District No. 5 – Street Lighting

10. Resolution No. **2015-70** Adopting and Appropriating Funds for the 2015-2016 FY Budget for Clackamas County Service District No. 5

Wendi Coryell presented the staff report.

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

MOTION:

Commissioner Bernard: I move we approve the action and adopt the 2015-2016 budget for Clackamas County Service District No. 5 as presented in the Resolution.

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – it passes 5-0.

11. Resolution No. **2015-71** Setting Rates for Street Lighting Service Charges in Clackamas County Service District No. 5

Wendi Coryell presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Smith: I move we approve and adopt the new rate schedule for Street Lighting Service Charges in Clackamas County Service District No. 5 as presented in the Resolution.

Commissioner Bernard: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – it passes 5-0.

The Board adjourned as the Service District No. 5 and convened as Service District No. 1 on the next three items.

Water Environment Services

Service District No. 1, Tri-City Service District and Surface Water Management of Clackamas County

Service District No. 1

12. Resolution No. **2015-72** Adopting and Appropriating Funds for the 2015-2016 FY Budget for Clackamas County Service District No. 1

Greg Geist, Water Environment Services presented the staff report.

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

MOTION:

Commissioner Savas: I move we approve the actions and adopt the 2015-2016 Budget for Clackamas County Service District No. 1 as presented in the Resolution.

Commissioner Bernard: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – it passes 5-0.

13. Board Order No. **2015-73** Amending and Adopting Rates and Charges for Clackamas County Service District No. 1

Greg Geist, Water Environment Services presented the staff report.

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

MOTION:

Commissioner Bernard: I move we amend and adopt the rates and charges for Clackamas County Service District No. 1 as presented in the Board Order.

Commissioner Savas: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – it passes 5-0.

14. Board Order No. **2015-74** Adopting a Revised Capital Plan and Increasing the System Development Charge for Clackamas County Service District No. 1

Greg Geist, Water Environment Services presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Savas: I move we a revised capital plan and increasing the system development charge for Clackamas County Service District No. 1 as presented in the Board Order.

Commissioner Savas: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – it passes 5-0.

The Board adjourned as the Service District No. 1 and convened as Tri-City Service District on the next three items.

Tri-City Service District:

15. Resolution No. **2015-75** Adopting and Appropriating Funds for the 2015-2016 FY Budget for Tri-City Service District

Greg Geist, Water Environment Services presented the staff report.

~Board Discussion~

Chair Ludlow opened the public hearing and asked if anyone wished to speak.

1. Alice Richmond, West Linn – spoke in support of the budget.

Chair Ludlow asked if anyone else wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Smith: I move we approve the actions and adopt the 2015-2016 Budget for Clackamas County Tri-City Service District as presented in the Resolution.

Commissioner Bernard: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – it passes 5-0.

16. Board Order No. **2015-76** Amending and Adopting Rates and Charges for the Tri-City Service District (Greg Geist)

Greg Geist, Water Environment Services presented the staff report.

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

MOTION:

Commissioner Bernard: I move we amend and adopt the rates and charges for Clackamas County Tri-City Service District as presented in the Board Order.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – it passes 5-0.

17. Board Order No. **2015-77** Adopting a Revised Capital Plan and Increasing the System Development Charge for Tri-City Service District

Greg Geist, Water Environment Services presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Savas: I move we adopt a revised capital plan and increasing the system development charge for Tri-City Service District as presented in the Board Order.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Ludlow: Aye – it passes 5-0.

The Board adjourned as the Tri-City Service District and convened as Surface Water Management Agency on the next item.

Surface Water Management of Clackamas County

18. Resolution No. **2015-78** Adopting and Appropriating Funds for the 2015-2016 FY Budget for Surface Water Management Agency of Clackamas County

Greg Geist, Water Environment Services presented the staff report.

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

MOTION:

Commissioner Savas: I move we approve the actions and adopt the 2015-2016 Budget for Clackamas County Surface Water Management Agency as presented in the Resolution.

Commissioner Schrader: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Chair Ludlow: Aye – it passes 5-0.

The Board adjourned as the Surface Water Management Agency and re-convened as the Board of County Commissioners for the remainder of the meeting.

IV. CONSENT AGENDA

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

MOTION:

Commissioner Smith: I move we approve the consent agenda.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Chair Ludlow: Aye – the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with the State of Oregon, Acting by and through its Oregon Health Authority, for Operation of a Community Mental Health Program in Clackamas County – *Behavioral Health*

2. Approval of a Revenue Provider Agreement with MODA Health Plan, Inc. to Provide Primary Care Services to Assigned Members at the Clackamas County Health Centers – *Health Centers*
3. Approval of a Renewal Professional Services Agreement with Folk Time, Inc., for Peer Services to the Stewart Community Center and Hilltop Adult Services Center – *Health Centers*
4. Approval of a Renewal Revenue Intergovernmental Agreement with the City of Lake Oswego, for Medical Direction for the Fire Department and Communications Center – *Public Health*
5. Board Order No. **2015-79** Approval of the Board Order Appointing the Clackamas County Public Health Division Director as the Local Public Health Administrator for Clackamas County – *Public Health*
6. Approval of a Renewal Intergovernmental Agreement with Washington County, for the Cities Readiness Initiative Program – *Public Health*
7. Approval to Amendment No. 1 to an Intergovernmental Agreement with the Oregon Department of Education, Early Learning Division to Provide Healthy Families Medicaid Services – *Children, Youth & Families*

B. Department of Finance

1. Resolution No. **2015-80** Approving a Clackamas County Transfer of Appropriations for Fiscal Year 2014-2015
- *2. Approval of an Intergovernmental Agreement between Clackamas County Facilities Management and the Clackamas County Courthouse for Courthouse Improvements

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of Cooperative Agreement No.15421 with Clackamas County District Attorney's Office and Oregon Department of Justice for Child Support Services - *DA*
- *3. **REMOVED** - Approval of a Contract with Hart InterCivic Inc. to Provide and Install a Ballot Tally System in the Clackamas County Elections Office – *CLERK, submitted by Purchasing*

D. Community Corrections

1. Approval of an Intergovernmental Agreement with the City of Happy Valley to Provide Work Crew Services

E. Department of Communications (C-Com)

1. Approval of Assignment of Lease from Clackamas County to the Clackamas 800 Radio Group (C-800) for the Mt. Scott Radio Site
2. Approval of Assignment of Lease from Clackamas County to the Clackamas 800 Radio Group (C-800) for the Brightwood Radio Site

F. Juvenile Department

1. Approval of an Intergovernmental Agreement with the State of Oregon for Juvenile Crime Plan Basic and Diversion Funds for the Biennium 2015-2017

V. WATER ENVIRONMENT SERVICES

1. Approval of Amendment No. 2 to the Intergovernmental Agreement between Clackamas County and Clackamas County Service District No. 1, Tri-City Service District and the Surface Water Management Agency of Clackamas County for Purposes of Clarifying Employment Liability Insurance Program
2. Approval and Adoption of an Intergovernmental Agreement between Clackamas County Service District No. 1 and the Tri-City Service District for Purposes of Alternate Biosolids Disposal Services

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 1:05 PM

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

www.clackamas.us/bcc/business.html



CLACKAMAS COUNTY

Office of County Clerk

SHERRY HALL
CLERK

1710 Red Soils Ct. Ste 100
OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the contract with Hart InterCivic Inc. to Provide and Install a Ballot Tally System in the Clackamas County Clerk's Office.

Purpose/Outcomes	New Election Tally System
Dollar Amount and Fiscal Impact	\$380,000 for the system, installation and first year maintenance. Annual maintenance will be fixed at \$48,960 for the following 4 years
Funding Source	Fund 100 Line 485330 Computer Hardware Purchase
Safety Impact	NA
Duration	The term of the contract will be through August 31, 2015; ongoing annual maintenance will occur as long as the system is used by the County.
Previous Board Action	BCC approved purchase in Study Session on December 17, 2014
Contact Person	Sherry Hall, 503.722-6086
Contract No.	N/A

BACKGROUND:

The new HART Verity System is a stand-alone system. It needs no interface with and needs no support from any other County Department, a Tally System built to go into the next 20 years plus. Cost of this system is \$380,000 which includes an approximate \$197,315 discount over what would be the regular price. Cost will be paid using unspent funds from the Clerk's 2014/2015 approved budget, money that was encumbered into the 2015/16 budget year. Our budget is under spent well over the cost of this purchase.

The HART Voting System, our current system, runs on Windows 2000. Windows 2000 is an operating system that Microsoft no longer sells commercially and no longer supports. The scanners are no longer manufactured and parts are in short supply. Hart's new Verity system utilizes an embedded version of the Windows 7 operating system.

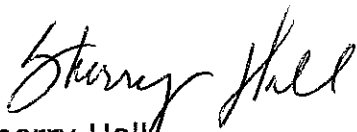
The new HART Verity System will allow the Clerk's Office to continue to operate at the lowest cost possible in Elections as well as maintain the highest level of integrity, accuracy and trust the Voting Public expects from Clackamas County. A Request for Proposals was issued March 23, 2015. At the time of closing on April 21, 2015, one response was received: Hart InterCivic. The proposal was reviewed by an

evaluation committee. Based upon the evaluation criteria outlined in the proposal, the response from Hart InterCivic meets the needs of Clackamas County for this project.

RECOMMENDATION:

I recommend the contract be approved with Hart InterCivic to Provide and install HART Verity Ballot Tally System in the Clackamas County Clerk's Office. I further recommend authority be delegated to the Clackamas County Clerk to sign agreements necessary in the performance of this contract.

Sincerely,



Sherry Hall
Clackamas County Clerk

Placed on the Agenda of July 23, 2015 by the Purchasing
Division



LANE MILLER
MANAGER

PURCHASING DIVISION

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

July 23, 2015

MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS

Please place on the Board Agenda of July 23, 2015, approval of the contract for the purchase and installation of a Ballot Tally System from Hart InterCivic for the Clackamas County Clerk's office. This purchase was requested by Sherry Hall, County Clerk, Extension 6086.

The new HART Verity System will allow the Clerk's Office to continue to operate at the lowest cost possible in Elections, as well as maintain the highest level of integrity, accuracy and trust the Voting Public expects from Clackamas County.

This contractor was selected through a Request for Proposal process. A Request for Proposals was issued March 23, 2015. At the time of closing on April 21, 2015, one response was received: Hart InterCivic. The proposal was reviewed by an evaluation committee. Based upon the evaluation criteria outlined in the proposal, the response from Hart InterCivic meets the needs of Clackamas County for this project.

The amount of this contract is \$380,000. Funds for this purchase are budgeted by the Clerk's office. The purchase price includes one year of software maintenance and support. The next four years of maintenance will be billed at \$48,960 per year.

RECOMMENDATION:

Staff respectfully requests approval of the contract for the purchase and installation of a Ballot Tally System from Hart InterCivic. Staff also recommends the Board delegate authority to the County Clerk to sign agreements and licenses necessary in the performance of this contract.

Respectfully submitted,

Tom Averett, CPPB
Buyer

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of the Contract with Hart InterCivic Inc. to Provide and Install a Ballot Tally System in the Clackamas County Elections Office – *CLERK*

IV. COUNTY ADMINISTRATOR UPDATE

V. COMMISSIONERS COMMUNICATION

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