

# AGENDA

**Thursday, July 20, 2017 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2017-90

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

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

1. Resolution No. \_\_\_\_\_ Approving the Americans with Disabilities Act Transition Plan for the Public Rights-of-Way (Mike Bezner, Dept. of Transportation & Development)

**III. PUBLIC DISCUSSION ITEM** *(The following items will be individually presented by County staff or other appropriate individuals. Citizens wishing to comment on a discussion item must fill out a blue card provided on the table outside of the hearing room prior to the beginning of the meeting.)*

**Administration**

1. Approval of a Resolution No. \_\_\_\_\_ Adopting the 2017 Revision to Performance Clackamas, the Clackamas County Strategic Plan (Dan Chandler, County Administration)

**IV. 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 Agreement with Clackamas Women's Services for Shelter, Advocacy, Crisis, Training and Rural Domestic Violence Services – *Children, Youth & Families*
2. Approval of the Renewal Revenue Agreement with Oregon Health & Science University (OHSU) for the CaCoon Program - *Health Centers*

3. Approval of Amendment No. 11 for the Professional, Technical, & Personal Services Agreement with Oregon Community Health Information Network (OCHIN), Inc., for Practice Management System Agreement for EPIC Software – *Health Centers*
4. Approval of an Amendment to the Intergovernmental Agreements between Participating Cities and Clackamas County for Requalification as an Urban County – *Housing & Community Development*
5. Approval of an Intergovernmental Agreement with the State of Oregon, Housing and Community Services Department to Administer Community Resource Division Funds – *Social Services*
6. Approval of Professional Services Agreement Amendment No. 1 with Folk Time, Inc. for Peer Support Services at the Riverstone Crisis Clinic for the Safety Net Program – *Social Services*
7. Approval of Professional Services Agreement Amendment No. 1 with Folk Time, Inc. for Peer Support Services for the Clackamas County Sheriff's Office Behavioral Health Unit – *Social Services*
8. Approval of Professional Services Agreement Amendment No. 2 with NAMI of Clackamas County – *Social Services*
9. Approval of a Revenue Intergovernmental Agreement with Washington County for a Regional Prevention Coordinator for FY 17/18 – *Behavioral Health*

**B. Department of Transportation & Development**

1. Approval of the First Addendum to the Intergovernmental Agreement between Clackamas County and the City of Molalla Relating to Building Code Services

**C. Finance Department**

1. Approval of a Contract with Soderstrom Architects for the OSU Extension Service Building Project – Architectural Services - *Procurement*

**D. Elected Officials**

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

**E. County Counsel**

1. Resolution No. \_\_\_\_\_ Authorizing the County Administrator to Adopt a HIPAA Policy and Appoint HIPAA Officers

**F. Business & Community Services**

1. Approval of a Modification of Grant and Cooperative Agreement LI6AC00165 with Bureau of Land Management, OR/WA (BLM) for the Dump Stoppers Program
2. Approval of an Amendment and Restatement of Interim Agreement by and among Metro, the City of Oregon City, Clackamas County and Rediscover the Falls (RTF), an Oregon Nonprofit Public Benefit Corporation

**G. Juvenile Department**

1. Approval of Personal Services Contract Amendment No. 7 and Renewal No. 4 with the Boys and Girls Aid Society to Provide Shelter Services to Youth - *Procurement*
2. Approval of Personal Services Contract Amendment No. 7 and Renewal No. 4 with Christian Community Placement Center to Provide Shelter Services to Youth - *Procurement*
3. Approval of Personal Services Contract Amendment No. 7 and Renewal No. 4 with Parrott Creek Child and Family Services to Provide Shelter Services to Youth - *Procurement*
4. Acceptance of a Grant Award from Bureau of Land Management Financial Assistance Opportunity #LL16AC00217 – BLM OR-WA Youth Services, Clackamas County, Oregon

**VI. COUNTY ADMINISTRATOR UPDATE**

**VII. COMMISSIONERS COMMUNICATION**

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



M. BARBARA CARTMILL  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

July 20, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution of Adoption:  
The Americans with Disabilities Act Transition Plan for the Public Rights-of-Way

<b>Purpose/Outcomes</b>	Adoption of the Americans with Disabilities Act Transition Plan for the Public Rights-of-Way (ADA Transition Plan) as required by federal statute.
<b>Dollar Amount and Fiscal Impact</b>	No new expenditures proposed beyond those already approved in the FY2018 Budget and projects in the Transportation Capital Improvement Program
<b>Funding Source</b>	Clackamas County Road Fund
<b>Duration</b>	Effective upon adoption, to be updated every five years
<b>Previous Board Action</b>	The Board has held a policy session on the plan on April 25, and conducted a public hearing on May 4.
<b>Strategic Plan Alignment</b>	This plan will help DTD to meet the following goal: "Provide repair, construction, preservation and emergency response services to the traveling public so they can live, work, conduct business, recreate and travel safely on a well-maintained County transportation system."
<b>Contact Person</b>	Mike Bezner, Assistant Director, Department of Transportation and Development

**BACKGROUND:** The Americans with Disabilities Act of 1990 (ADA) requires that all local governments and all their programs and facilities, no matter the funding source, provide equal access for those with disabilities. One of the requirements for all governments is the development and adoption of an ADA Transition Plan which is typically done by departments within larger governments. The proposed plan has been developed by Department of Transportation and Development to address the specific requirements of the federal statutes. The plan has been updated based on discussion with the Board at the previous two sessions. This Plan has also been reviewed and approved by County Counsel.

**RECOMMENDATION:** Staff recommends the following the Board approve the attached resolution adopting the ADA Transition Plan.

Respectfully submitted,

Mike Bezner, Assistant Director

A Resolution of Adoption of the  
Americans with Disabilities Act  
Transition Plan for the Public Rights-of-Way

Resolution No.

**WHEREAS**, over 45,777 people living in Clackamas County report that they have a disability, and

**WHEREAS**, those experiencing a disability have unique transportation needs that require reasonable accommodations to use Clackamas County's pedestrian transportation facilities, and

**WHEREAS**, the Americans with Disabilities Act of 1990 (ADA) requires that local governments provide equal access to programs and facilities for those with disabilities, and

**WHEREAS**, Clackamas County provides an extensive network of pedestrian sidewalks and multiuse paths, and

**WHEREAS**, failure to provide equal access to governmental programs and facilities is discriminatory under the provisions of the ADA, and

**WHEREAS**, the ADA mandates that governments prepare and adopt a Transition Plan identifying barriers to accessibility to governmental programs and facilities, as well as a schedule and budget for removal of barriers to accessibility, and

**WHEREAS**, the Department of Transportation and Development has prepared an ADA Transition Plan for the Public Rights-of-Way that meets all requirements of the ADA for the accessibility facilities within the public rights-of-way of unincorporated Clackamas County and those roads within cities that are maintained by the County, and

**WHEREAS**, a public hearing has been conducted after appropriate notice in addition to public input conducted by DTD during the preparation of the proposed plan.

**NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby resolve:**

1. To adopt the ADA Transition Plan to provide direction for DTD in removal of barriers to accessibility within the Public Rights-of-Way.

**Dated** this 20<sup>th</sup> day of July, 2017

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

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Chair

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Recording Secretary

# ADA TRANSITION PLAN FOR THE PUBLIC RIGHTS-OF-WAY

Draft

July 11, 2017



Department of Transportation and Development



# Acknowledgements

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## **Clackamas County Board of County Commissioners**

Chair Jim Bernard  
Commissioner Martha Schrader  
Commissioner Paul Savas  
Commissioner Ken Humberston  
Commissioner Sonya Fischer

## **ADA Transition Plan Staff**

Barbara Cartmill, Director  
Mike Bezner, Assistant Director  
Ellen Rogalin, Community Relations Specialist  
Karen Buehrig, Transportation Planning Supervisor  
Stephen Williams, Principal Transportation Planner/ADA Coordinator  
Anthony Mills, Field Data Collection  
Andrew Sheehan, Field Data Collection

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# Executive Summary

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The *2017 ADA Transition Plan for the Public Rights-of-Way* describes Clackamas County's plan for providing equal access for those with disabilities to all county pedestrian facilities - curb ramps and traffic signals - as required by the Americans with Disabilities Act of 1990.

The Department of Transportation and Development has been involved in assuring accessibility as required by the ADA for all people throughout the county through enforcement of building codes and other related laws and regulations. That same commitment will also be applied to achieving that goal for our pedestrian facilities.

The ADA requires that the county's ADA Transition Plan include a clear identification of deficiencies in physical assets, policies and procedures, including the following components:

- A self-evaluation to identify all facilities that are barriers to accessibility.
- Guidance on the steps to be taken to remove accessibility barriers, and estimates the budget and schedule for the removal and barriers based on current resource commitments.
- Recommendations for a monitoring program to track progress, an annual progress report to the Board of County Commissioners and online information on the current status of all accessibility features to increase transparency.
- Identification of those responsible for leading the removal of barriers to accessibility and
- A process by which members of the public can request improvements or call deficiencies to the attention of the county.

The self-evaluation conducted for this plan found 4,745 locations requiring curb ramps within the public rights-of-way in unincorporated Clackamas County.

- 3,963 built before the passage of the ADA
- 700 built after the passage of the ADA

Overall, there are 4,531 locations at which curb ramps must be installed, improved or replaced. Of those, 1,705 curb ramps locations are in the three highest priority groups on arterial streets and another 659 are in the second highest priority groups on moderate traffic collectors streets. In recent years, there has been a shortfall of \$17 million per year in funding available to Clackamas County for transportation maintenance and improvements. Due to this shortfall, funding for all types of transportation maintenance and improvement, including ADA accessibility improvements has been severely limited. Due to the limited funding available, it is estimated that improvements to the curb ramps on the highest travel streets to remove all barriers to accessibility will require 8½ years. The department estimates that removal of barriers to accessibility on the moderate traffic collector streets could be improved in a further 4 years. Full improvement of the remaining 2,167 curb ramps in priority groups 7 to 12 would require an additional 12.5 years. Increased funding for transportation improvements will accelerate this process by enabling the county to commit additional resources for removal of barriers at ADA accessibility and increasing the number of transportation maintenance and capital improvement projects which result in improvements to curb ramps.

In addition, there are 69 traffic signals system in unincorporated Clackamas County, 44 of which require improvements to the ADA accessibility features. The total cost for those improvements is estimated to be \$4.4 million. Many of these accessibility improvements to traffic signals will take place during the coming years through projects that are already funded and included in the five year Transportation Capital Improvements Program.

The process to make the improvements required to provide equal access for all will require changes to how the county carries out improvements within the public rights-of-way, including the following:

- Update county standards to be consistent with current federal standards.
- Training and improved checklists provided for county staff, consultants and contractors.
- Updated procedures to create accountability for meeting the accessibility standards and required documentation.
- Revised approaches to select and scope transportation improvement projects to incorporate accessibility improvements.
- Providing information about the accessibility of pedestrian facilities as well as annual progress reports to the Board of County Commissioners to ensure public transparency for ADA accessibility.

The changes in county standards, procedures, project programming and reporting are estimated to take 12 to 18 months to accomplish. Removal of barriers to accessibility on arterial and collector streets in the highest six priority groups will require 12½ years. Improvement of the curb ramps in the six lower priority groups will take a further 12½ years. Improvements to traffic signals are expected to take 10 years.

# Chapter 1 Introduction

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## People with Disabilities in Clackamas County

People with disabilities make up the largest minority group in Clackamas County and have unique transportation needs that are required to be addressed by Clackamas County as a unit of government under the Americans with Disabilities Act of 1990. According to the 2010-2014 American Community Survey (ACS), there were 45,777 people in Clackamas County with a disability, over 1/8<sup>th</sup> of the total population. By way of comparison, only 40,406 people in Clackamas County self-identified as being of any one or more non-white race or ethnic groups. Those 45,777 with disabilities in Clackamas County break down by age as follows:

- 8.5% are children below age 18 (3,874),
- 48.5% are adults age 18 to 64 (22,211) and
- 43.0% are senior adults age 65 and older (19,692).

Veterans and people age 65 and above have a much higher likelihood of having a disability than the general population. The ACS found that:

- Of the 30,240 Clackamas County adults who are veterans, 8,186 (27.1%) have a disability, compared with 12.0% of the general population.
- Of the 56,694 Clackamas County residents who are age 65 or above, 19,692 or 34.7% have a disability.

Research shows that people with disabilities don't do as well economically as the general population.

- People with disabilities are less likely than the general population to hold a job. The ACS found that of the 22,211 disabled adults age 18 to 64, only 8,201 (36.9%) were employed in 2014 while 63.1% were either unemployed or not in the labor force. Of those who were employed, only 4,963 (60.5%) were employed full time for the entire year.
- Those with disabilities also tend to have a lower income than the general population. The ACS found that the median income for a disabled individual in Clackamas County in 2014 was \$26,481 while the median income for an individual with no disability was \$35,395.

The daily transportation needs of those with disabilities are surprisingly high when compared to average traffic volumes on Clackamas County roads. For example, the number of Clackamas County residents with disabilities is 45,777, which exceeds the number served by the highest volume road section of the unincorporated area, 41,165 vehicles per day on Sunnyside Road east of I-205.

People with disabilities have unique transportation needs that are not well understood by the rest of the population, including planners and engineers. While those who go on foot can easily step off the curb, the curb is an insurmountable barrier for those using wheelchairs or other mobility devices. Every sighted child is taught early in life to “look both ways” before crossing the street, but those who are blind or have low vision must find the safe places to cross the street by feel and determine when it is safe to cross by hearing. Lack of accessibility facilities can force those with disabilities to enter the flow of traffic on the street at great risk just to go to work, school or the store to meet their daily needs.

As described below, Clackamas County has a legal mandate to provide equal access to pedestrian facilities. But it could also be argued that providing equal access for those with disabilities is one of the most important steps the county can take to improve the quality of life for this significant portion of the county population.

## Legal Requirements

For many years, there were no laws requiring equal access for those with disabilities. That changed with the passage of two landmark laws mandating equal access for those with disabilities.

**Rehabilitation Act of 1973** – This Act was the first, passed the House of Representatives on a vote of 400 – 0 and the Senate on a vote of 88 – 0 and signed into law by President Richard M. Nixon on Sept. 18, 1973. Section 504 of this Act made it illegal for the federal government, federal contractors and any entity receiving federal financial assistance to discriminate on the basis of disability. Section 504 obligates state and local governments to ensure that persons with disabilities have equal access to any programs, services or activities receiving federal assistance.

**ADA of 1990** -- The second landmark accessibility law, the Americans with Disabilities Act (ADA) of 1990, greatly expanded Section 504's provisions requiring equal treatment for those with disabilities. The ADA passed the House of Representatives by a vote of 377 – 28 and the Senate by a vote of 91 – 6, and was signed into law by President George H. W. Bush on July 26, 1990. The ADA requires that all state and local governments and all of their programs and facilities -- no matter the funding source -- provide equal access for those with disabilities.



Due to the fact that the ADA incorporates many specific standards for accessibility for many types of public accommodations, it is often viewed only as a set of construction requirements. In reality, the laws requiring equal access for those with disabilities are among the most sweeping civil rights legislation in the history of this country. Since the ADA is a civil rights law, the lead entity for the ADA is the Civil Rights Division of the US Department of Justice. It establishes standards for meeting the requirements of the ADA, coordinates enforcement activities of other federal agencies and, as necessary, takes legal action to require compliance with ADA by state and local governments.

The basic premise of the Rehabilitation Act of 1973 and the ADA of 1990, the requirement of equal access for those with disabilities, could be stated as follows:

*“No qualified person with a disability may be excluded from participation in, or denied the benefits of, the programs, services, facilities or activities provided by federal, state or local governments because of a disability.” (US Department of Justice, ADA Compliance Tool Kit, December 2006)*

Title II of the ADA sets out the steps that state and local governments must take to make public transportation facilities accessible to those with disabilities. With the passage of the ADA, designing and constructing facilities for public use that are not accessible by people with disabilities constitutes discrimination. Under Title II, private citizens or groups can make an administrative complaint to the Department of Justice or appropriate federal agency or file a lawsuit in federal district court. Although complaints or lawsuits can address specific accessibility facilities, recent lawsuits have focused on failures by government agencies to adhere to the process requirements of ADA. For example, the lawsuit brought by Association of Oregon Centers for Independent Living against Oregon Department of Transportation identified several areas in which ODOT failed to address provisions of the ADA. These included:

- Failure to address barriers to accessibility in resurfacing projects classified as “improvements” under guidance from the Federal Highway Administration.
- ODOT constructed curb ramps that were not designed or constructed properly and are non-compliant.
- ODOT failure to provide Accessible Pedestrian Signal (APS) buttons at signalized intersections, which rendered those intersection inaccessible.
- ODOT failure to require the provision of temporary pedestrian access routes when the permanent pedestrian access route was blocked by construction.

In settlement of this lawsuit ODOT agreed to the following:

- Commitment of \$18 million over the next three years and full remediation of approximately 12,300 non-compliant curb ramps locations by 2032.
- Procedural improvements under the direction of an independent Accessibility Consultant to improvement of procedures for design, construction and inspection to result in consistent compliance with ADA standards for curb ramps.
- Require improvements to procedures by local governments seeking to be certified by ODOT for ADA.
- Provide APS buttons at all signalized intersections with pedestrian actuated signals.
- Provide temporary pedestrian access routes in all cases when required under ADA.

It is important to note that under the ADA each government is responsible for providing facilities accessible to those with disabilities, including improvement of existing facilities regardless of when the facilities were built. This requirement greatly effects the scope of Clackamas County’s effort to provide accessible public rights-of-way. For example, the department identified 4,745 locations requiring curb ramps on county maintained roads. About 85% of those curb ramps were built prior to the adoption of the ADA and accessibility standards. Nonetheless, to provide equal access for all, the county must plan for the improvement of all curb ramps to the current accessibility standards.

## The ADA Transition Plan

Under the ADA, local governments are required to develop a plan for program access, called the ADA Transition Plan. In the ADA Transition Plan the local government is required to do the following to demonstrate the approach it will use to provide equal access for all:

- 1) Conduct a self-evaluation to identify physical obstacles that limit the access to its facilities by individuals with disabilities;
- 2) Describe the methods to be used to make the facilities accessible;
- 3) Provide a budget and schedule for removing barrier to access, and
- 4) Identify the public officials responsible for implementation of the Transition Plan.

The typical outline for an ADA Transition Plan is as follows:

- 1) Designation of an ADA Coordinator and the individual responsible for implementing the ADA,
- 2) Providing notice to the public about ADA requirements,
- 3) Establishment of an ADA grievance procedure
- 4) Developing the required self-evaluation to identify barriers to accessibility,
- 5) Development and implementation of internal standards, specifications and procedures,
- 6) Adoption of a schedule and budget for removal of barriers to ADA accessibility,
- 7) Monitoring progress on the implementation of the ADA Transition Plan

The requirements of the ADA apply to all public entities or agencies no matter their size or geographic extent. Development of the ADA Transition Plan and achievement of program access has typically been difficult for large local governments due to their large geographic extent and diverse facilities. Under the ADA, public entities have the option of meeting ADA Transition Plan requirements by program. This is the approach being used by Clackamas County for the ADA Transition Plan requirements. This document is the ADA Transition Plan for providing equal access for those with disabilities as defined in the ADA for facilities within county owned rights-of-way under the responsibility of the Department of Transportation and Development (DTD). Other county departments are responsible for meeting ADA Transition Plan requirements for other facilities, services or program areas.

## Designating an ADA Coordinator and Implementing Official

Each government developing an ADA Transition Plan must designate at least one responsible employee to coordinate ADA compliance. The designated ADA Coordinator for DTD is:

*Stephen Williams, Principal Transportation Planner  
Clackamas County Development Services Building Room #325  
150 Beavercreek Road, Oregon City 97045  
503-742-4696, swilliams@clackamas.us*

A recommended best practice when the designated ADA Coordinator is not a member of management is the designation of an Implementing Official. This individual is selected because he or she has a broader scope of responsibility and can recommend policy or budget actions necessary to implement provisions of the ADA Transition Plan. The Implementing Official for DTD is:

*Mike Bezner, Assistant Director, Transportation  
Clackamas County Development Services Building Room #325  
150 Beavercreek Road, Oregon City 97045  
503-742-4651, mikebez@co.clackamas.or.us*

## Providing Notice of ADA Requirements

Each department must provide public notice about the rights of the public and the responsibility of the department under the ADA. Providing notice is not a one-time requirement, but a continuing responsibility. The audience of those who may have an interest in the accessibility of department facilities is large and diverse, and not readily identifiable. The DTD has elected to provide public notice through an ADA accessibility web page that is under the main DTD web page. In addition, a poster has been developed and is on display in the department's four main public areas providing the required notice in English as well as five other languages (Spanish, Russian, Chinese, Vietnamese and Korean). These are the language groups with a population in Clackamas County over 1,000, meeting the Department of Justice Safe Harbor requirements.

A best practice recommended by the Department of Justice is providing online data showing the status of all ADA accessibility features. This provides information to the public on available accessibility features as well as allowing the public to monitor the progress of the county in removing barriers to accessibility.



## Public Participation in the Development of the ADA Transition Plan

Through the course of developing the ADA Transition Plan the Department of Transportation and Development conducted an extensive public participation process. The process was structured to provide opportunities for input from those in Clackamas County experiencing disabilities, family members and care givers for those with disabilities, staff members and volunteers from organizations providing services to those with disabilities, and members of the general public. The input process was conducted in two phases. Early in the development of the ADA Transition Plan, a website and a paper handout providing information on the ADA Transition Plan was developed and available throughout the process. In addition, a questionnaire seeking input on accessibility needs and concerns, and on priorities for improvement was also prepared. The questionnaire was made available online and in print in English, Spanish, Russian, Chinese, Vietnamese and Korean, with printed copies also available in Braille. The informational handout, including links to the website and online version of the questionnaire, was distributed to the following Clackamas County organizations:

- Public and private human services organizations
- Senior Centers
- Community Service Centers
- Offices of Oregon Department of Human Services, all county offices and all cities
- Public Libraries



In addition, DTD staff attended meetings and made presentations on the ADA Transition Plan input process and questionnaire to the following groups:

- Disability Services Advisory Board
- Senior Services Advisory Board
- Developmental Disability Advisory Committee
- Clackamas County Bike and Pedestrian Advisory Committee
- Community Planning Organizations

The input received through the questionnaire was analyzed to identify the concerns, needs and priorities on the part of those with disabilities, the family members and care givers for those with disabilities, and those from the general public. This input was used to shape this plan and the prioritization for removal of barriers to accessibility.

Once the draft ADA Transition was prepared a two month comment period was conducted. During that time the draft plan was posted on the website, and new materials summarizing the plan were available in print and on the website in the six languages identified above. The summary materials, and copies of the plan were distributed to all the organizations and groups identified earlier along with comment sheets seeking input on the draft plan. Staff also made presentations on the plan to organizations or groups that requested further information – the Senior Services Advisory Board, the Developmental Disability Advisory Committee and the Clackamas County Bike and Pedestrian Advisory Committee. A noticed public hearing on the draft plan was conducted by the Clackamas County Board of Commissioners at their meeting on May 4, 2017.

## Improvement Requests and Grievance Procedure

An important need identified through the public input process was for a method whereby members of the public could provide input on accessibility needs, problems or hazards. The Department of Transportation and Development has an existing system, called “Road Concerns” by which members of the public can report issues on sidewalks or roads and request improvements. Requests can be submitted online, over the phone or in person and are routed to the appropriate individual for action. Staff members receiving requests through this process respond to the member of the public making the request within a week to discuss the issue and provide information on the manner in which the need will be addressed.

The ADA requires that the DTD adopt and publish procedures for resolving grievances arising under Title II of the ADA in a prompt and fair manner. The DTD has adopted a grievance procedure. The grievance procedure and associated materials are available on the DTD Non-discrimination web page, and at the public counters of DTD offices. Complaints will be directed to the DTD ADA Coordinator. The ADA Coordinator will then work with the member(s) of the public submitting the grievance to resolve the issue, consistent with best practices that recommend resolution of local issues at a local level. Use of this procedure is not a prerequisite for filing a complaint with either a state or federal agency or a court, nor does it prevent such a filing.

## Development of Internal Standards, Specifications and Design Details

A requirement of the ADA Transition Plan is the development of internal standards, specifications and design details that will guide the development and alteration of accessibility features under county

jurisdiction. These items are critical for ensuring that new accessibility features and alterations to existing features achieve full compliance with the ADA and eliminate barriers to accessibility. Review and evaluation of current standards, specifications and internal procedures formed an important stage in the development of this plan and resulted in several specific recommendations. A detailed discussion of the evaluation of standards, specifications and procedures and of the recommendations can be found in the Chapter 3 – Removing Barriers to Accessibility.

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# Chapter 2 Self-Evaluation



## Introduction

Title II of the ADA requires that all public entities complete a self-evaluation to identify barriers to accessibility by those with disabilities.

There are different types of facilities for public access within the Clackamas County rights-of-way including curb ramps, traffic signals, sidewalks/driveways and pedestrian crossings of railroad grades. However, under Federal law, Oregon Revised Statutes and local ordinance, the county only has direct responsibility for some of these facilities. The following describes the county responsibility for each type of public access facility.

- **Curb Ramps** – Curb ramps within the rights-of-way for county-maintained roads are completely under county control and were included in this self-evaluation.
- **Traffic Signals** - Clackamas County owns 69 traffic signal systems. However, the county also maintains signals owned by cities and the Oregon Department of Transportation (ODOT) under agreements. The self-evaluation of traffic signals was carried out only for traffic signals owned by the County. ODOT and the cities that receive services from Clackamas County are responsible for assuring compliance of their facilities.
- **Sidewalks and Driveways** – The sidewalks and driveways on county-maintained roads are built by the county or by a property owner. However, under local ordinance the sidewalks and driveways are owned by the abutting property owner, and responsibility for maintaining sidewalks and driveways rests with the property owner. If a condition is identified by the public that creates a barrier to accessibility, the county has a process for notifying the property owner and requesting removal of access limitations. However, the county does not have a process to evaluate the sidewalks and driveways. Because Clackamas County is not responsible for fixing access limitations on sidewalks and driveways, these facilities were not included in the self-evaluation conducted for this Plan.
- **Railroad grade crossings** – At railroad grade crossings, public accessibility features such as sidewalks or multiuse paths cross the railroad grade. There are only 25 such pedestrian crossings of railroad grades in the county. While county road standards apply to most private facilities providing public access, that is not true of railroad grade crossings. Federal law substantially limits local authority over any aspect of the railroad grade. Since Clackamas County does not have jurisdiction to carry out improvements to the railroad grade, crossings of the railroad grade by sidewalks or multi-use paths were not included in the self-evaluation. However, as improvements to pedestrian facilities crossing the railroad grade are undertaken, the county should work with the railroads to ensure that those facilities meet accessibility standards.



- **Transit Stops** – There are over 500 transit stops in the Clackamas County owned public rights-of-way. However, the facilities at these transit stops are owned by and are the responsibility of transit providers – TriMet, Canby Area Transit, Sandy Area Metro, South Clackamas Transportation District service in the Molalla area, Wilsonville’s South Metro Area Transit, and the Clackamas County operated Mt. Hood Express. As a result, the transit providers are responsible for meeting ADA accessibility requirements.
- **Street Furniture** – Clackamas County does not own any street furniture.

Given the above, this self-evaluation focused on the two accessibility features within the public rights-of-way of unincorporated Clackamas County for which the county has direct responsibility - curb ramps and traffic signals.

## Self-Evaluation of Curb Ramps

Curb ramps are defined as “sloped areas at any intersection having curbs or other barriers to entry from a street level pedestrian walkway.” Curb ramps have been included in public sidewalks in Clackamas County for at least 60 years. Virtually everyone uses curb ramps, so curb ramps must be designed to meet mobility needs and to improve safety for all sidewalk users:

- For those with mobility limitations, curb ramps provide a safe route to cross the curb using wheelchairs or other devices.
- For those who are blind or have low vision, curb ramps guide their movements in a complex environment so that they can choose their path using non-visual cues and receive warnings of hazards.
- For those without mobility or vision limitations, such as those on foot, those pushing or pulling a cart or stroller, or those on a bike, curb ramps provide a safe and easy way to cross the curb.

Any location at which pedestrians are required to cross the curb where there is no curb ramp, where the curb ramp is blocked, or where it fails to meet adopted standards is a barrier to accessibility under the ADA and represents a safety hazard for sidewalk users.



### The Curb Ramp Self-Evaluation Process

For this self-evaluation, all locations on county roads in unincorporated areas of the county were evaluated during July and August 2016 for compliance with ADA accessibility standards within Clackamas County rights-of-way and under county control. Clackamas County has adopted the 2012 Public Right of Way Accessibility Guidance (PROWAG was released for use by public agencies on March 15, 2012) as its standard for ADA accessibility. This evaluation took place in two steps.

**Step 1** -- In the first step, all locations requiring a curb ramp per the provisions of the ADA and Oregon Revised Statutes were identified and were given a curb ramp identification number for record keeping and management purposes. Unique numbers were given to each curb ramp around an intersection, with some intersections including up to 12 curb ramps.

An initial screening of the curb ramp locations was then conducted using Google Maps/Streetview. The features evaluated in this manner were only those that could be reliably determined in the imagery. Curb ramp features cannot be measured using imagery, but it is possible to view the curb ramps and determine if required features are present.

The features identifiable in imagery are as follows:

- Presence of a curb ramp at a required location
- Structural issues in the curb ramp that make it non-functional. These can include the presence of a built obstruction blocking the ramp or landing, or a missing element like the top landing that makes the ramp unsafe for use.
- Presence of required texture contrast (truncated dome).

In Phase 1 of the self-evaluation 1,669 curb ramps were identified as requiring further evaluation and were advanced into Phase 2 for measurement in the field.

**Step 2** -- Locations identified as having a curb ramp not blocked by a fixed object were advanced into the second phase of the self-evaluation. In this process, employees from DTD went into the field in August 2016 and measured all the features of each curb ramp. Depending on the type of curb ramp, specific measurements were collected for 12 to 19 features. This field data was stored on DTD computer servers in both spreadsheet and geographic information system formats to facilitate analysis of the data. These measurements were then analyzed to determine compliance with PROWAG standards.

## Results of the Curb Ramp Self-Evaluation

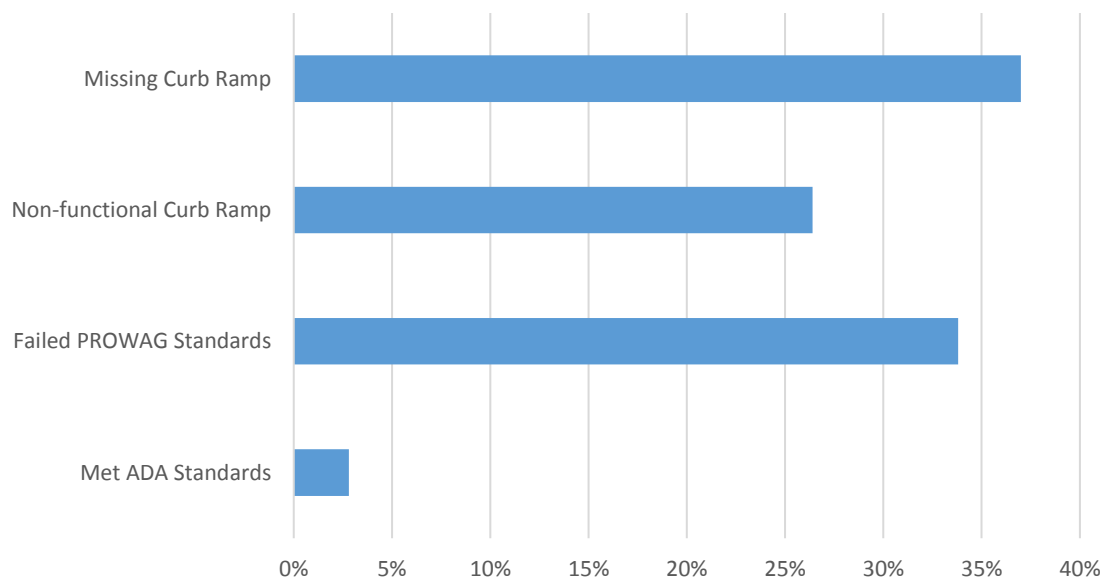
The following is a summary of the findings of the curb ramp self-evaluation:

- 4,745 locations were identified where curb ramps are required in unincorporated Clackamas County.
- 1,917 (39.0%) of locations that required curb ramps did not have a curb ramp present; 1,566 of these were at intersections or mid-block locations with a crosswalk.
- 1,352 (26.4%) of locations that required curb ramps had a curb ramp that was not non-functional for those with disabilities due to lack of a required element or an obstruction by a fixed object such as a pole, hydrant or building.
- 1,476 (31.7%) of locations that required curb ramps had a curb ramp that could be used to meet the mobility needs of those with disabilities since those ramps included all required elements and were not obstructed, but those ramps failed to meet one or more of the PROWAG ADA accessibility standards.
- 132 (2.8%) of locations that required curb ramps had a curb ramp present that was fully compliant with all PROWAG standards.

There was a wide variation in the points of failure identified for the 1,669 curb ramps that were field measured and compared with PROWAG standards. However, some patterns do stand out:

- **34.3% of measured curb ramps had a ramp slope in excess of the mandated standard of 8.33%.** The slopes above 8.33% are a problem for those using a manual wheelchair because it is difficult for many users to manually power a wheelchair up such a slope.
- **51.6% of measured curb ramps had a ramp cross slope in excess of the standard of 2.0%.** A cross slope is the slope perpendicular to the direction of travel. A cross slope in excess of 2.0% is difficult for a user of a manual wheelchair because the wheelchair will tend to steer toward the lower side of the cross slope. This increases the difficulty in controlling the wheelchair and using the curb ramp.

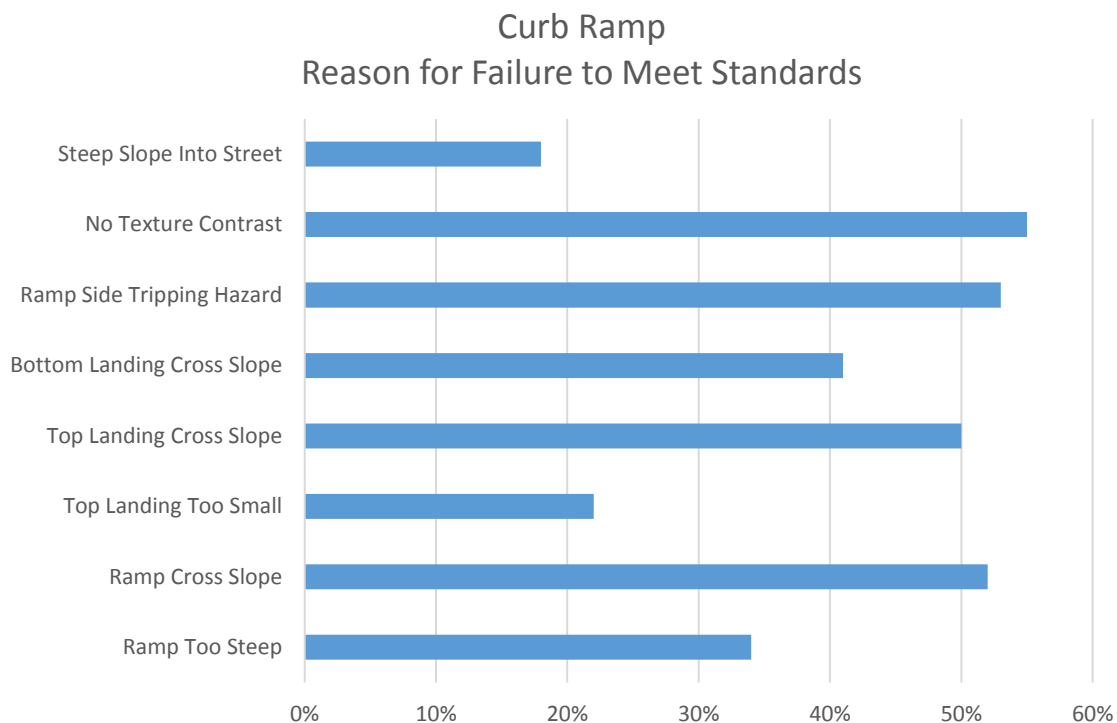
### Curb Ramp Self Evaluation Summary



- **22.2% of measured curb ramps had a top landing smaller than the required dimensions of 48" x 48" and/or 49.6% had a top landing cross slope in excess of 2.0%.** All curb ramps are required to have a top landing to serve the needs of pedestrians and users of mobility devices. On the most common curb ramp designs, the top landing eliminates a tripping hazard by allowing pedestrians to pass around the curb ramp without the need to walk through it. The top landing also allows a user of a mobility device a space to make the turn between the curb ramp and the sidewalk. The top landing dimensions of 48" x 48" corresponds to a standard width requirement for pedestrian access and also provides sufficient space to turn a wheelchair. A cross slope in excess of 2.0% increases the difficulty of controlling the wheelchair while making a turn.
- **41.1% of the bottom landings of measured curb ramps had a cross slope in excess of 2.0%.** The bottom landing of certain types of curb ramps provides a level area for the wheelchair user to turn and align with the cross walk outside of the flow of traffic on the street. As with the ramp and the top landing, a cross slope in excess of 2.0% on the bottom landing increases the difficulty of controlling the wheelchair while making the turn.
- **52.9% of measured curb ramps had side treatments on the ramp that failed to meet PROWAG standards.** Side treatments on curb ramps are primarily intended to limit tripping hazards for walking pedestrians. Many ramps have triangular sides called "flares." The flares are not

intended to facilitate access by those using mobility devices, but are intended to mitigate a tripping hazard for those that are walking. To reduce that tripping hazard flares are required to have a slope no greater than 10%. Instead of flares, some curb ramps have small “returned” curbs or even no treatment at all. In such cases the PROWAG standards require that the curb ramp be bordered by a built obstacle or a ground cover that discourages pedestrians from walking across the curb ramp and tripping on the returned curb or side of the ramp.

- **55.1% of curb ramps did not have texture contrast (“truncated dome”).** Texture contrast is an important safety aid for those that are blind or have low vision. It is intended to be felt through the soles of the feet and provide a warning of a hazard. Truncated dome panels of texture contrast are made of plastic to provide a contrasting sound when struck with a cane. The bright contrasting color is intended to help those with low vision notice the truncated dome.



- **18.1% of curb ramps had a gutter slope in excess of 5.0% or a grade break from the ramp to the street in excess of 11.0%.** A gutter slope in excess of 5.0% can make it difficult for the wheelchair user to maintain momentum and proceed either up the ramp or across the street. In addition to the maximum slope, the differential slope or “grade break” between the street and the curb ramp is vital in determining if the user will safely make that transition. Many types of wheelchairs and mobility devices have foot rests and other features that extend forward of the front wheels. In such cases those features can catch on the curb ramp or street if the grade break exceeds 11%. This can potentially cause the wheelchair to tip over.

Overall, out of the 1,669 curb ramps measured to determine compliance, only 132 curb ramps, or 2.8%, were found to be fully compliant with all PROWAG ADA accessibility standards. Although this rate of full



compliance is low, it is not unusual for the accessibility facilities within the public rights-of-way in many localities. There are several issues that have resulted in this very low rate of compliance.

- **Curb Ramps Built Before Current Standards** - Data from the self-evaluation shows that about 85% of all curb ramps on Clackamas County maintained roads were built before passage of the ADA and implementation of the PROWAG standards. About 3,963 out of the 4,745 on Clackamas County maintained sidewalks were built before the ADA standards were implemented.
- **Limited Right-of-Way** - Clackamas County roads and intersections are built in very limited spaces. In many cases Clackamas County roads were originally built with narrow right-of-way. Over time, those roads have expanded to serve higher traffic volumes. In addition, the space available in the road right-of-way is also used by critical features such as traffic signal masts or poles, overhead or underground utilities, storm water facilities, or fire hydrants. Space is also limited by the physical terrain or the presence of buildings. All the competing demands for space at intersections result in compromises that in some cases have sacrificed ADA accessibility to meet other system needs.
- **Terrain** – The varied terrain in Clackamas County can result in non-compliant curb ramps. Many sections of county roads with sidewalks have grades exceeding the maximum for a compliant curb ramp – 8.33%.
- **Meeting Standards** - The development of fully compliant curb ramps can be difficult within the context of typical project development procedures. All curb ramps include between 12 and 19 features that all must meet specific ADA requirements. As with most public works projects, curb ramps are the result of the combined work of many parties including consulting engineers, contractors and Clackamas County staff. All must make multiple decisions in the course of project development that determine if the resulting curb ramp will be ADA compliant. A very small error on the part of any of the parties can result in a curb ramp that is not ADA compliant. For example, the standard for a ramp slope is 1:12 or 8.33%, requiring a ramp length of 72” (6 feet) for a 6-inch curb height on level ground. If the ramp that is designed and built is 1 inch too short, 71 inches instead of 72 inches, the ramp will have a ramp slope of 8.5% and will fail to meet ADA standards.

Recognizing the complexity of building compliant curb ramps, case studies were conducted as part of the development of the ADA Transition Plan to identify the best approaches that could result in construction of compliant curb ramps. The results of that analysis were used to develop recommendations for process improvements that are described in Chapter 3, Removal of Barriers to Accessibility.

## Self-Evaluation of Traffic Signals

The self-evaluation of traffic signals for ADA accessibility is complex. Some of the ADA accessibility requirements for traffic signals can be found in the PROWAG standards, but others are in the Manual of Uniform Traffic Control Devices (MUTCD), which is incorporated into the PROWAG standards by reference. The PROWAG standards only establish standards for reach distance, either forward reach or side reach. The MUTCD establishes other standards for features such as accessible landings, location of pedestrian buttons, use of Accessible

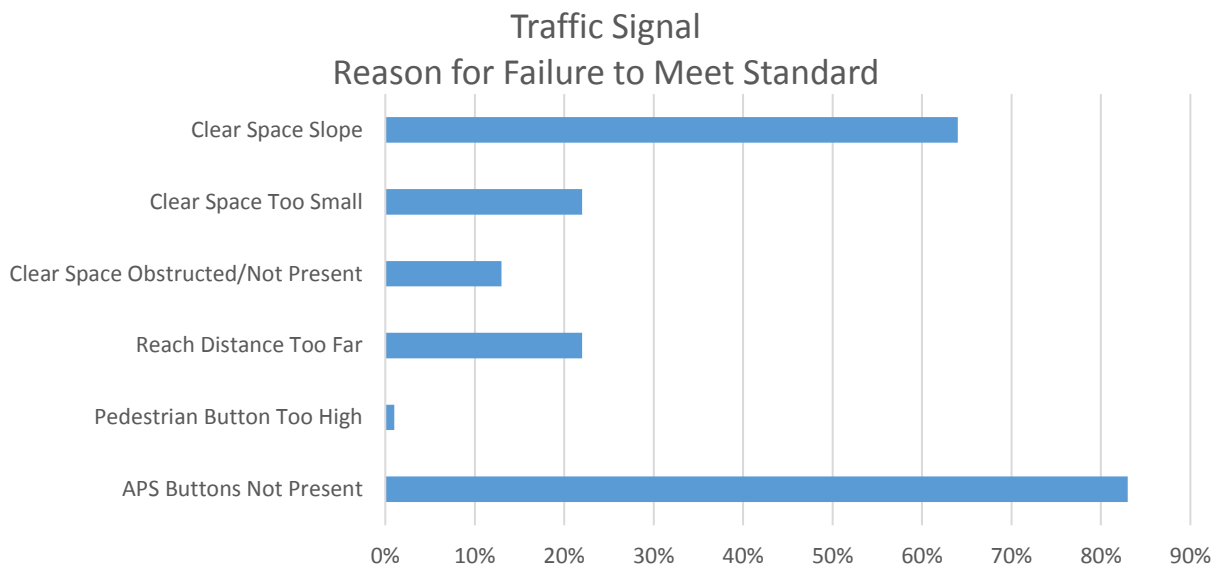


Pedestrian Signal (APS) push button, and types of “ped heads” (the electronic warning signs that inform pedestrians when the pedestrian cycle is occurring).

The self-evaluation of traffic signal ADA accessibility was carried out by DTD staff in October 2016. Preliminary data was collected from the DTD traffic engineering staff to identify signalized locations, and information on the signal system phasing and number of crosswalks. Staff from DTD then went into the field to collect the required data for each signalized intersection.

There are 69 signal systems under county ownership of which 4 were under-construction at the time of field data collection. Data was collected at the 65 intersections with traffic signal systems that were not under construction to determine compliance. The following summarizes the findings from the traffic signal self-evaluation:

- Accessible Pedestrian Signal (APS) – There were 406 pedestrian push buttons found. Of these, 71 (17.5%) were APS push buttons; 82.5% were non-APS buttons.
- Push Button Height – Only 3 push buttons (0.74%) exceeded the maximum height allowed of 48 inches and none were lower than the minimum of 15 inches.
- Reach Distance – Of the 406 pedestrian push buttons found, 88 (21.7%) had a reach distance in



excess of 10 inches, the maximum under PROWAG for new facilities but within the standard for existing facilities.

- Clear Space at Push Button –360 locations required a clear space adjacent to the pedestrian push button. Clear space was provided in 315 of the required locations or 87.5%. In 33 cases (9.2%) the clear space was obstructed, meaning that a user of a wheelchair or other mobility device would not be able to reach the pedestrian push button. In 12 cases (3.3%) there was no clear space.
- Clear Space Dimensions – As noted above, unobstructed clear space was provided for 315 of the push buttons. Of those, the clear space at 246 (78%) was a minimum of 48 inches x 48 inches, meeting the requirements. The remaining 69 (21.9%) were less than the minimum dimensions.

- Clear Space Slopes – Under ADA, pedestrian facilities such as sidewalks or curb ramps should not have a cross slope (perpendicular to the direction of travel) in excess of 2.0%. That 2.0% requirement applies to both directions (both parallel and perpendicular to the direction of travel) on the top and bottom landings of a curb ramp or the push button clear spaces at a signalized intersection. Of the 315 clear spaces provided for push buttons, 188 (59.7%) had a slope in excess of 2% perpendicular to the push button while 200 (63.5%) had a cross-slope parallel to the push button in excess of 2%.

## Summary of Self-Evaluation

The self-evaluation demonstrated that Clackamas County must make considerable progress to achieve the goal of equal access within the public rights-of-way. If we consider all facilities, including those built before the ADA was enacted, more than 4,500 curb ramps and 44 traffic signal systems must be improved or replaced to provide complete equal access per the requirements of the Americans with Disabilities Act. The following chapter describes the steps recommended to be taken by Clackamas County to achieve that goal.



# Chapter 3

## Removal of Barriers to Accessibility

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### Introduction

As described in Chapter 1, the ADA provisions require all local governments to provide the same access to all public facilities for those with disabilities that is provided for those without disabilities. This sweeping requirement is difficult to meet for a large local government such as Clackamas County. Due to the number of barriers to accessibility in the county rights-of-way and very limited funding, reaching a state of full compliance, including facilities built before the ADA was enacted, will require many years. This chapter, which describes the steps that Clackamas County will take to achieve full accessibility within the unincorporated county right-of-way, focuses on four areas:

1. Adoption of a schedule and budget for removal of barriers to ADA accessibility,
2. Development and implementation of internal standards, specifications and procedures,
3. Monitoring progress on the implementation of the Transition Plan
4. Action Plan for the next four years

A required component of the ADA Transition Plan is the process for removing barriers to ADA accessibility, including a schedule and budget. There are several related issues that must be considered. These include:

- the state and federal regulations determining when removal of barriers to ADA accessibility must be incorporated other projects,
- county programs that typically result in accessibility improvements to facilities within the public rights-of-way,
- the rate of removal of barriers to accessibility in an average year, and
- an approach to prioritizing the removal of barriers.

### State and Federal Requirements for Removal of Barriers to ADA Accessibility

The ADA Transition Plan must include a schedule and budget for removal of all barriers to ADA accessibility. This includes improvements to any non-compliant facilities that have been built since the passage of the ADA in 1990. But it also includes improvements to all facilities built prior to adoption of the ADA that are not accessible. Although this requirement seems like a burden on local government, it is in place due to the principle in the ADA of equality of access for all to any government facility, program or benefit. As a result, Clackamas County is required to plan for improvements to all 4,531 curb ramps that do not meet the ADA standards.

For local governments like Clackamas County, many of the improvements to ADA accessibility will be part of other transportation system maintenance or improvement projects. The following state and federal statutes provide direction regarding the removal of barriers to ADA Accessibility when other improvements are taking place.

*Oregon Revised Statutes Chapter 447 – Standards and Specifications for Access by Persons with Disabilities – Section 447.310 sets minimum standards for curb ramps whenever a curb or*

*sidewalk is constructed, replaced or altered at any point in a block which gives reasonable access to a crosswalk.*

*28 Code of Federal Regulations 35.151 – requires that whenever streets, roadways or highways are altered, local governments shall provide curb ramps where the street level pedestrian walkways cross the curb. On July 8, 2013, the U.S. Department of Justice and the U.S. Department of Transportation issued a Joint Technical Assistance memo further explaining the requirements to provide curb ramps when streets are altered through resurfacing projects. The following is quoted from the Joint Technical Assistance memo to help clarify Clackamas County’s responsibilities:*

*“Where must curb ramps be provided? Curb ramps are needed whenever a sidewalk or other pedestrian walkway crosses a curb. Curb ramps must be located to ensure a person with a mobility disability can travel from a sidewalk on one side of the street, over or through any curbs or traffic islands, to the sidewalk on the other side of the street.*

*When are curb ramps not required? The ADA does not require installation of ramps or curb ramps in the absence of a pedestrian walkway with a prepared surface for pedestrian use. Curb ramps are not required in the absence of a curb, elevation, or other barrier between the street and the walkway.*

*What are the standards for alterations? An alteration is a change that affects or could affect the usability of all or part of a facility. Alterations of streets, roads, or highways include activities such as reconstructions, rehabilitation, resurfacing, widening and projects of similar scale and effect. Maintenance activities on streets, roads, or highways, such as filling potholes, are not alternations.*

*When is resurfacing considered to be an alteration? Resurfacing is an alteration that triggers the requirement to add curb ramps if it involves work on a street or roadway spanning from one intersection to another, and includes overlays of additional material to the road surface, with or without milling. Examples include, but are not limited to the following treatments or their equivalents: addition of a new layer of asphalt, reconstruction, concrete pavement rehabilitation and reconstruction, open-graded surface course, micro-surfacing and thin lift overlays, cape seals, and in-place asphalt recycling.*

*What kind of treatments constitute maintenance rather than an alteration? Treatments that serve solely to seal and protect the road surface, improve friction, and control splash and spray are considered to be maintenance because they do not significantly affect the public’s access to or usability of the road. Some examples of the types of treatments that would normally be considered maintenance are: painting or striping lanes, crack filling and sealing, surface sealing, chip seals, slurry seals, fog seals, scrub sealing, joint crack seals, joint repairs, dowel bar retrofit, spot high-friction treatments, diamond grinding, and pavement patching. In some cases, the combination of several maintenance treatments occurring at or near the same time may qualify as an alteration and would trigger the obligation to provide curb ramps.”*

## County Programs Resulting in ADA Accessibility Improvements within the Public Right-of-Way

There are currently five county programs that can result in new or altered ADA accessibility features in the public rights-of-way. These programs have a variety of legal mandates and funding sources.

### Land Use & Development Permitting

The Land Use & Development Permitting Program in DTD reviews development applications to ensure the proposals meet the transportation requirements of local codes and ordinances, including for providing ADA accessibility features within public rights-of-way as required by the PROWAG standards and state and county ordinances. Under this program, development plans are submitted by private parties for permitting approval. These improvements must be provided on any proposed public right-of-way, sidewalk or multi-use path proposed as part of the development. The ADA accessibility improvements are required to be built to PROWAG and county standards and accepted by the county as an addition to the public rights-of-way. This program can result in new ADA accessibility features on new roads or facilities, the addition of ADA accessibility features where required and in some cases, improvement of existing ADA accessibility features to full compliance with the county and PROWAG standards. Traffic signals can also be improved as a condition of approval.

### Transportation Maintenance

The Transportation Maintenance Program is responsible for maintaining the integrity and safety of the entire county transportation system, including roads, bridges and signs. As noted earlier, sidewalks are the responsibility of the abutting property owner. However, sidewalks and curb ramps within intersections are fully within county right-of-way and fall under Transportation Maintenance responsibility. Transportation Maintenance annually carries out road maintenance projects that trigger requirements for ADA accessibility improvements. However, ADA accessibility improvements are only required in locations with existing pedestrian facilities or when pedestrian facilities are added. In such locations, curb ramps and accessible traffic signal features are required to be added or brought up to PROWAG standards. There is great variation in the number of curb ramps that are improved on an annual basis through Transportation Maintenance depending on the types of roads projects being conducted each year. Roads in the rural area do not generally include sidewalks or curb ramps. When the maintenance program is focused on rural roads the number of ADA accessibility features that are improved is very small. When the maintenance program is focused on roads in the urban area of the county, the number of ADA accessibility features that are improved can be very large.

### Transportation Construction

The Transportation Construction Program is responsible for development of projects on the five-year Transportation Capital Improvement Program, which can be funded by federal, state or county funds. The Transportation Construction Program can also serve as the project development/construction arm of the Clackamas County Development Agency. Regardless of the funding source, the requirements for ADA accessibility described previously apply for projects that either create or alter pedestrian facilities. In recent years, the Transportation Construction Program has been the largest builder of new or altered curb ramps and traffic signals.

## Health, Housing and Human Services – Community Development

The Clackamas County Department of Health, Housing and Human Services (H3S) administers HUD Community Development Block Grant funds to support programs or accomplish projects identified in the Five-Year Consolidated Plan. The Community Development Program works with local governments and other organizations to provide funds to help develop public facilities (such as senior centers or recreation facilities) as well as CDBG-eligible infrastructure improvements including water system, street and sidewalk improvements. Curb ramps are an eligible project under CDBG and the Community Development program has done several in recent years. Traffic signal improvements are not typically eligible for CDBG funding.

### Special Fund for ADA Curb Ramp Improvements

Anticipating the need for improvements to curb ramps, the Board of County Commissioners included in the DTD budget for FY2017/18 a special fund of \$180,000 for improvements to curb ramps that are not programmed for improvement in any other project. This special fund was also proposed for inclusion in the budgets for the upcoming three years. These funds will be sufficient to improve between 15 and 20 additional curb ramps each year beyond those included in other projects.

### Summary of County Programs

Across all five county programs described above, an average of 200 curb ramps will be built or altered in Clackamas County each year. In addition, there are 44 traffic signal systems under county jurisdiction requiring improvement that are being addressed in the course of existing projects.

### Prioritization of Curb Ramp Improvements

The ADA requires that each local government identify priorities for making needed improvements to accessibility features that do not comply with the ADA standards, but gives governments broad discretion in the approach to the prioritization. Clackamas County DTD sought public input to help establish the priorities for improvements to curb ramps. Between April and June 2016, a questionnaire was distributed both online and as a paper handout to secure input from those with disabilities on their priorities for improvements to curb ramps.

The highest priority identified was the lack of a curb ramp at a location where pedestrians are required to cross the curb. Respondents identified the following priorities:

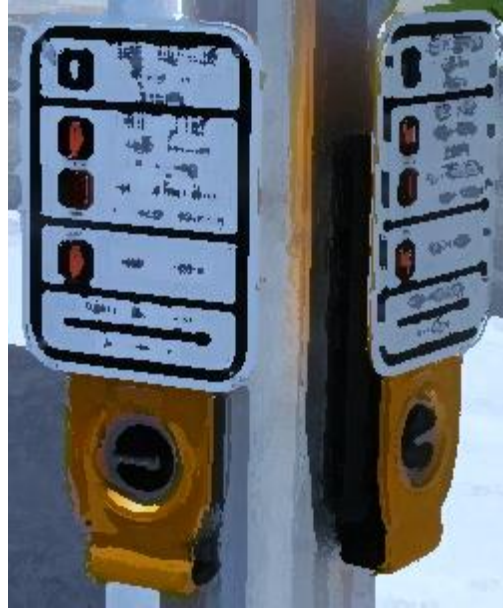
**First priority** -- Curb ramps missing at intersections / mid-block crosswalks, due to the importance of those locations for pedestrian travel. The self-evaluation identified 1,566 locations at intersections or mid-block crosswalks in unincorporated Clackamas County right-of-way at which curb ramps are required but not present.

**Second priority** -- Curb ramps with a fixed object obstructing the ramp or the landing. The self-evaluation identified 1,352 locations at which the curb ramps would not serve the needs of those with disabilities due to a fixed object that obstructed the ramp or landing, or the lack of a required element.

**Third priority** -- Curb ramps that were not obstructed and included all required elements but failed to meet ADA standards.

As part of the input process those with disabilities were also asked the type of street that should be the highest priority for improvement. A majority selected high traffic arterial streets as the highest priority, lower traffic collector streets as the second priority and residential streets as the third priority.

The self-evaluation also identified 351 locations that lack a required curb ramp on “orphan” sidewalk segments less than one block in length. Such very short sidewalk segments are not connected at either end to the sidewalk network and do not enhance pedestrian mobility. Staff identified locations requiring curb ramps on such orphan sidewalk segments to be the lowest priority that should not be improved until the sidewalk segment is connected to the sidewalk network.



Based on the input received from those with disabilities, the following table was created showing the broad priorities for improvements to curb ramps to be undertaken outside scheduled projects. Within each of the priority groups, curb ramps facilitating access to state and local government facilities, transportation facilities, places of public accommodation and employers would have a higher priority over those serving other areas.

**Curb Ramp Priorities for Improvements – Priority (number of curb ramps)**

Street Functional Classification	Curb Ramp Missing at an Intersection or Mid-block crossing	Non-Functional Curb Ramps	Curb Ramp Failed to Meet PROWAG Standards	Curb Ramp Missing on “Orphan” Sidewalk Segments
Arterial	1 (350)	2 (566)	3 (789)	10 (84)
Collector	4 (193)	5 (244)	6 (222)	11 (31)
Connector/Local	7 (1,023)	8 (542)	9 (465)	12 (236)

**Schedule and Budget for Removal of Barriers to ADA Accessibility**

**Schedule** -- The self-evaluation described in Chapter 2 determined that, as of August 2016 there were 4,531 curb ramps within Clackamas County unincorporated rights-of-way that must be replaced or altered to remove all barriers to ADA accessibility. Setting the schedule for removal of these barriers to accessibility is largely dependent on the funding that will be available for transportation maintenance and improvements. During recent years, Clackamas County has been experiencing a \$17 million shortfall in funding for transportation maintenance and improvements. This shortfall has severely limited Transportation Maintenance and reduced the ability of the county to provide improvements to ADA accessibility features.

Based on funding levels over the last three years and existing project commitments, the department estimates that all barriers to accessibility in the three highest priority groups above can be improved



within 8½ years. Improvements to curb ramp locations on the collector streets in priority groups 4 to 6 above would be completed within an additional 4 years.

**Budget** -- Determining a budget for improving curb ramps that are barriers to accessibility is challenging. Due to the severe funding limitations being experienced by Clackamas County in recent years, county practice has been to bring ADA accessibility features up to standard when other improvements are underway. The average total cost of construction per curb ramp -- including all administration, design, review, right-of-way, traffic control and inspection – is about \$11,000. Using that figure, the total budget for bringing all curb ramps (regardless of when built) to full compliance with PROWAG standards would be \$49.84 million in 2016 dollars. Those costs would largely be paid as part of new development or included in the cost of Transportation Maintenance and Transportation Capital Improvement Projects and would not appear as a separate line item in the county budget. Given the funding limitations experienced by the county this has been the best approach to meeting needs for accessibility improvements. Recent actions by the Oregon Legislature will make new funding resources available for use by local governments for transportation maintenance and improvements. These new funds will increase the rate at which barriers to accessibility are removed within Clackamas County rights-of-way in two ways. Such funds will increase funding for Transportation Maintenance and Transportation Capital improvements, with a greater number of ADA accessibility improvements taking place as part of those projects. Increases in transportation funding may also make it possible for the county to provide on-going funding for accessibility improvements which would result in a more rapid schedule for the removal of all identified barriers to accessibility. Although it is clear that new funding will increase the rate of removal of barriers to accessibility the actual rate cannot be quantified at this point.

**Next Five Years** -- The department is already taking several steps that should allow it complete improvements to all curb ramp locations in priority groups 1 to 3 within 8½ years and to priority groups 4 to 6 within the following 4 years. These steps include:

- Capital Projects – Projects currently in the Five Year Transportation Capital Improvement Program will result in improvements to 218 curb ramp locations and about half of the 44 traffic signal systems requiring modifications. These improvements are exclusively in the top three priority groups described above.
- Transportation Maintenance – The Transportation Maintenance program estimates that on average 50 curb ramps a year will be improved as part of road maintenance projects. Over the course of the next five years maintenance projects will result in removal of 250 curb ramps that are barriers to accessibility.
- Curb Ramp Improvement Program – if funded through FY2021 this program will result in the improvement of 80 curb ramp locations from the top three priority groups during the next five years.
- Retrofit with Truncated Dome - It should also be noted that there are about 300 curb ramps identified during the self-evaluation that met all PROWAG standards with the exception of the presence of required texture contrast (truncated dome). The Oregon Department of Transportation and other localities in the Portland region have found that it is possible to retrofit curb ramps with truncated dome using maintenance staff, which would decrease the time and cost estimates described above. While these curb ramps are scattered across all

portions of the county road network, at least 250 are on the arterial streets and fall into the top three priority groups.

- Through these sources, the department estimates that 768 curb ramps will be improved in the next 5 years in the top three priority groups. This total represents 47% of the total need in those priority groups. Continued efforts at the same rate would complete all required improvements in the top three priority groups within 8½ years. Improvements to curb ramp locations on the collector streets in priority groups 4 to 6 above would be completed within an additional 4 years.

Estimating a future budget to bring traffic signals up to ADA accessibility standards is more complex. Traffic signals have a broader variety of possible improvement types with greater cost variation. Our analysis showed that there are three main points of failure for the traffic signals.

- Failure to provide an adequate push button clear space is the most common with 44 or 63.5% of traffic signal intersections failing to meet those requirements. DTD traffic engineering staff estimates that improvements to the push button clear space (including improvements to the associated curb ramps) would cost \$100,000 per intersection, or \$4.4 million for all 44 intersections. At an average of 8 curb ramps per signalized intersection, that expenditure would have the added benefit of improving 352 curb ramps.
- There are 8 intersections that will require installation of APS buttons to meet ADA standards with a total cost for all 8 intersections of \$100,000.
- Only 8 pedestrian push buttons failed to meet ADA standards for either reach distance or button height. Correcting these problems are inexpensive and can be carried out by transportation maintenance staff at an estimated cost of less than \$10,000.

Overall, the estimated budget to improve the traffic signals under county jurisdiction to meet ADA standards is \$4.5 million. Given there are only 44 intersections with traffic signals under county jurisdiction that require improvement, and the variation in the types of projects carried out by the county each year, it is hard to identify an average rate at which improvements could take place. But given recent history, it is anticipated that it will take no more than 10 years to bring all remaining intersections up to full compliance with ADA standards.

## Standards, Specifications and Procedures

Standards, specifications and procedures must be in place to ensure that all curb ramps and traffic signals are constructed to provide ADA accessibility consistent with the PROWAG standards. Given the scarce resources available to Clackamas County for removal of barriers to accessibility, development of every curb ramp and traffic signal to meet PROWAG standards is a very high priority. Recognizing this, the efficacy of the standards, specifications and procedures used by DTD for designing and building curb ramps and traffic signals was assessed during the development of this ADA Transition Plan. This was accomplished by conducting case studies of recent projects. These case studies focused on curb ramps as the area of greatest concern. The approach for the case studies was to compare both the final design and the measurements of the curb ramps as built with the PROWAG standards. Project managers, construction managers and field inspectors were then interviewed to identify the sources of departure from the PROWAG standards. Findings were discussed with the Project Management Team for the ADA Transition Plan to identify additional steps that could be taken to improve DTD's success in building curb

ramps that are compliant with PROWAG standards. The following describes areas for improvement that were identified:

### Standards and Specification

#### 1. **PROWAG Standards**

The specific version of the PROWAG standards should be identified in the county Road Standards. There have been several versions of the PROWAG standards. The standards are incorporated into the county Road Standards by reference, but it

is not clear which version of the standards are to be used. The case studies showed that some ramps were designed and built to the 2010 standards, rather than the 2012 standards currently in effect.

#### 2. **County Road Standards**

The County Road Standards should correctly identify current requirements and present reasonable alternatives to achieve compliance. Several changes to the County Road Standards would result in improved compliance with ADA standards, including:

- a. Requiring the use of transition panels between the required curb ramp and existing sidewalks to reduce issues with non-compliant slopes and cross-slopes.
- b. Adding several curb ramp designs that are not common in the county, but would help address steep terrain and limited right-of-way -- the most difficult problems faced in Clackamas County. Presentation of additional alternatives should help consulting engineers to find alternatives that will result in compliant curb ramps in difficult situations.

#### 3. **Training**

The PROWAG standards are complex and confusingly presented in published and online documents. Employees of DTD, particularly those with responsibilities for project management, design review and field inspection, should receive training to increase their knowledge of the standards and their application. Identification and training of ADA experts in design review and field inspection could also help improve compliance.

#### 4. **Checklists**

Checklists should be developed for consultants and contactors as well as DTD staff in project management, design review and field inspection roles to help all parties more accurately assess curb ramp compliance at each step in the process. It would also provide better documentation and enable better communication on ADA compliance issues with consulting engineers and contractors.



### Procedures

Addressing the following procedural issues should increase the compliance rate for new curb ramps:

1. **Scoping**

A scoping meeting with consulting engineers and contractors at the construction site and resulting documentation would clarify the requirements for each curb ramp including expected design and approaches required to achieve compliance, as well as any issues that may call for special treatment.

2. **New curb ramps versus alterations**

The PROWAG standards for new curb ramps are somewhat different from the standards for alterations. Throughout the design and construction process both consultants and staff should clearly identify the curb ramps that are new in contrast to those that are alterations to help ensure application of the correct standards.

3. **Design review responsibility**

DTD policies should be revised to clarify who is responsible for review of curb ramp plans for compliance with PROWAG standards.

4. **Exceptions policy**

An exceptions policy for the PROWAG standards should be adopted that identifies documentation requirements and the approval process for exceptions. The PROWAG standards allow exceptions for new curb ramps or traffic signals under very limited circumstances and require those exceptions to be documented. The standard for exceptions on alterations are somewhat broader but still require documentation and specific sign-off.

5. **Field inspection**

Establish checkpoints and procedures for the field inspection process to ensure that properly designed, PROWAG-compliant ramps are constructed as designed. Even when design drawings show PROWAG-compliant curb ramps, they are often not built as designed, resulting in non-compliant curb ramps. There are two key check points identified by DTD engineering and field inspection staff at which county involvement can greatly increase the likelihood that ADA compliant curb ramps will be built.

- a. The first point is the “forms inspection.” The forms should be inspected prior to pouring concrete to ensure that they correspond to the approved design. Collection of specific measurements at this point would help determine if the curb ramp was being built as specified in the drawings.
- b. The second point is the “post-build inspection.” In this step the DTD field inspector should measure every aspect of each curb ramp to ensure that the built product actually complies with PROWAG requirements and the approved design.

6. **Accountability for Consultants and Contractors**

Clackamas County should adopt a policy that clearly assigns cost responsibility in contracts to ensure that consultants and contractors are accountable for costs associated with re-designing or reconstructing curb ramps that do not meet PROWAG standards due to an error by the consultant or contractor.

## Monitoring Removal of Barriers to Accessibility

Establishing processes for monitoring removal of barriers to accessibility has been identified as a “best practice” for achieving compliance with ADA standards by the Federal Highway



Administration. Achieving full ADA compliance is a large task that will take many years to complete. Annual processes for tracking progress can help Clackamas County and DTD remain focused on the goal. Monitoring allows the process to move forward making best use of existing resources, and enables staff to determine progress towards full compliance, identify issues as they arise, and report on progress to the Board of County Commissioners and the public. Since the Clackamas County Transportation Maintenance Division is the administrative owner of county transportation facilities, we recommend that the monitoring files / databases and reporting responsibilities take place through that division.

The following activities have been identified as best practices for implementing and monitoring the removal of barriers to ADA accessibility.

1. Updated Inventory – As projects are completed that include curb ramps or traffic signal accessibility features, those features should be measured to ensure compliance and the data added to the computerized inventory established during the self-evaluation for this ADA Transition Plan.
2. Updating the Online Accessibility Data – As improvements are made the county should update the online accessibility data to provide information to the public regarding progress in achieving ADA Transition Plan goals.
3. Annual Evaluation Report – DTD should assess and report to the Board of County Commissioners and the public on progress toward removing barriers to accessibility.
4. Review of Requests and Grievances – The ADA coordinator should review all requests for ADA improvements or grievances that have been received throughout the year and evaluate responsiveness and decision-making.
5. Work Program – Each fall, a work program should be developed identifying the barriers to accessibility that will be removed in the coming construction season through all programs and funding sources.

## Action Plan for the Next Five Years

The next five years are critical for Clackamas County in the long-term process of achieving full accessibility within the public rights-of-way. During this period, changes to budget, programming, standards and procedures must all be made and become part of the accepted annual work flow for DTD and county decision-makers. The following describes the steps to be undertaken.

### Design

Develop changes to County Road Standards by working in partnership with all effected divisions. These will include improvements in the measurements shown on design drawings, as well as improvements in the drawings to include additional curb ramps types, and inclusion of PROWAG requirements that are not current included.

#### 1) Policies

The following policies should be developed:

- Develop and adopt an exception policy. The ADA does allow exceptions to the requirements for accessibility, but only under unusual circumstances. For new facilities exceptions are allowed when extreme terrain or historic structures make it impossible

to meet the standards. In such cases, the accessibility feature is required to meet the requirements in as many features as possible. The requirements for an exception to an altered accessible feature are somewhat broader. In either case the exception must be approved by the Implementing Official and documented in the files for ADA accessibility.

- Policies requiring design engineers to change designs that are found to be not compliant with the PROWAG standards, and
- Policies requiring contractors to correct accessibility features that are properly designed but incorrectly constructed, resulting in non-compliance with county adopted ADA standards.

Consideration should be given to adopting standards below the PROWAG standards to provide a construction tolerance for new or altered accessibility features.

## 2) Checklists

Develop checklists for use by design engineers, county review staff, contractors and county field inspection staff to facilitate checking of every type of accessibility feature against the PROWAG standards for that feature.

## 3) Training

Conduct training for county staff, design engineers and contractors using the checklists to enable all participants to have a clear understanding of all the standards and their application in future projects.

## 4) Inclusion of PROWAG requirements

The review of County Road Standards identified several PROWAG standards not incorporated in the current version of the road standards. These included the PROWAG requirement of a top landing for every ramp, standards for bus stops within the public right-of-way, and for provision of ADA accessible temporary access when construction blocks the permanent Pedestrian Access Route.

## Development

### 1) Scoping

Develop a scoping process specifically concerning the accessibility features of every project.

### 2) New or Altered Accessibility Features

Due to differences in the standards, prior to procurement of engineering services and bid-letting identify every accessibility feature as “New” or “Alteration” to clarify the standards that will be applied for design review and field inspection.

### 3) Review

Alter the approach to assigning review responsibilities for accessibility features to ensure clarity regarding those responsibilities.

## Construction

- 1) Improvements to Curb Ramps and Traffic Signals through Currently Programmed Projects

Proceed to improve 768 curb ramps that are in projects on the Transportation Capital Improvements Program, or on the Transportation Maintenance program in the next five years.

- 2) Improvements to Curb Ramps through Special Budget Allocations

Move forward as quickly as possible to select the locations to be improved based on the priorities identified in this plan and develop the procedures for designing and constructing the improved curb ramps. Recognizing the large number of curb ramps that would need to be improved, the Board of County Commissioners and county management included a special budget allocation of \$180,000 per year for FY2016/17 for the development and construction of new curb ramps, with this budget item proposed to be included in the following three fiscal years as well.



July 20, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution Adopting the 2017 Revision to  
Performance Clackamas, the Clackamas County Strategic Plan

<b>Purpose/Outcomes</b>	Provides strategic direction, goals and outcomes measurements for County services.
<b>Dollar Amount and Fiscal Impact</b>	The goals, milestones and outcomes in the plan guide and influence future budget decisions.
<b>Funding Source</b>	n/a
<b>Duration</b>	The plan usually consists of 3 to 5 year goals.
<b>Previous Board Action</b>	Original plan approved September, 2014. Board Retreat March 19 and 20, 2017. Policy Sessions were held May 2 <sup>nd</sup> and May 23 <sup>rd</sup> , 2017
<b>Strategic Plan Alignment</b>	Yes
<b>Contact Person</b>	Dan Chandler, Assistant County Administrator 503-742-5394

**BACKGROUND:**

In September, 2014 the Board of Commissioners adopted Performance Clackamas, a strategic plan and management system. Performance Clackamas is an effort by Clackamas County to do several things:

- Focus our efforts on delivering results for customers
- Make data-driven decisions
- Monitor, track and be accountable for our results
- Provide decision makers with outcome information to make informed budget decisions

As of today, all BCC directed departments have completed their own Strategic Business Plans, or are in the process of completion. As of this fiscal year, the bulk of the county and special district budgets are tied to measurable results.

In the original plan, the Board of Commissioners adopted 28 goals or outcomes across five Areas of Strategic Focus:



- **Build public trust through good government.**
- **Grow a vibrant economy.**
- **Build a strong infrastructure.**
- **Ensure safe, healthy and secure communities.**
- **Honor, utilize, promote and invest in our natural resources.**

At its retreat on March 19<sup>th</sup> and 20<sup>th</sup>, 2017, the BCC revisited and revised the language of each area of focus, and considered revisions and additions to many of the measures and areas of focus. The plan was further refined at study session on May 2<sup>nd</sup> and May 23<sup>rd</sup>.

The plan is divided into two key parts: Strategic Goals and Milestones, which constitute policy direction to staff, and Community Indicators, which track how the county is doing in areas where it has less direct influence.

**RECOMMENDATION:**

Staff recommends the Board approve the attached resolution adopting the 2017 Revision to Performance Clackamas, the Clackamas County Strategic Plan.

Respectfully submitted,

Dan Chandler  
Assistant County Administrator

Resolution adopting the 2017  
Revision to Performance Clackamas,  
Clackamas County Strategic Plan

Resolution No.

**Whereas**, Clackamas County adopted Performance Clackamas, the Clackamas County Strategic Plan in September 2014; and

**Whereas**, Clackamas County desires to be a more data-driven, efficient and performance oriented organization; and

**Whereas**, Clackamas County wishes to focus its efforts on results that matter to its citizens; and

**Whereas**, the Clackamas County Board of Commissioners has adopted five strategic priorities:

- Build trust through good government
- Grow a vibrant economy
- Build a strong infrastructure
- Ensure safe, healthy and secure communities
- Honor, utilize, promote and invest in our natural resources; and

**Whereas**, the County faces new issues and challenges, including a changing economy, poverty, food insecurity and difficulty in finding housing affordable to a range of people; and

**Whereas**, to address these issues, and meet these strategic priorities the Board of County Commissioners wishes to amend the Strategic Plan; and

**NOW THEREFORE, the Clackamas County Board of County Commissioners resolves as follows:**

1. The Board of Commissioners adopts the 2017 Revision to Performance Clackamas, the Clackamas County Strategic Plan attached as Exhibit A.

**Dated** this 20<sup>th</sup> day of July, 2017

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

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Chair

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Recording Secretary

June 2017 update



# Performance Clackamas

Clackamas County Strategic Plan

# Strategic Goals and Milestones

This is the June 2017 update to Performance Clackamas, the Clackamas County Strategic Plan. The plan is organized around five Areas of Strategic Focus:

## Grow a Vibrant Economy

The future prosperity of county residents will be built on good paying jobs that support families, housing affordability, a growing diverse qualified workforce, capital investments that grow current businesses, and on the availability of lands where new businesses can easily locate and expand within the county.

## Build a Strong Infrastructure

Ensure long-term investments in infrastructure that will generate good-paying jobs that support families, ease commute times for many residents and help maintain a healthy environment. Updating county facilities will ensure that key services are accessible to all residents.

## Ensure Safe, Healthy and Secure Communities

A focus on the well-being of all our families and communities reflects the best of our character. Investments in providing services to those needing care, addressing hunger and homelessness, and lowering the crime rate are key to making our community safe. These efforts combined with success in creating jobs will give definition to the county's efforts to alleviate poverty and will help ensure the safety, health, and security of our residents.

## Honor, Utilize, Promote and Invest in our Natural Resources

The abundant natural resources in both urban and rural areas of Clackamas County provide extraordinary economic and recreational opportunities.

A balanced sustainable approach to our natural resources will generate prosperity and help secure and conserve those resources for future generations.

## Build Public Trust through Good Government

Public trust is the currency of good government. Clackamas County will design and deliver services that make a difference and measure our effectiveness in terms of results for our customers. We will listen, be accountable and deliver what we promise. When we allocate resources, they will be tied to results that matter.

The plan is divided into two key parts: Strategic Goals and Milestones, which constitute policy direction to staff, and Community Indicators, which track how the county is doing in areas where it has less direct influence.

## Grow a Vibrant Economy

### Jobs and Economic Development

- By 2019, 80% of jobs created within Clackamas County by employers receiving direct taxpayer support from the county will be annual living wage jobs.
- By 2020, Clackamas County will have and maintain a 20-year supply of serviceable non-retail employment lands, including lots of 25 acres or more.

### Housing and Poverty Reduction

- By September 2017, Clackamas County will identify equity pilot areas where the county will focus efforts to reduce poverty and food insecurity.
- By February of 2018, there will be a coordinated and focused strategy

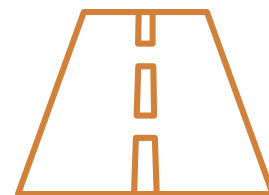


Reduce the poverty rate in each equity pilot area by

10%

to reduce the poverty rate in each equity pilot area by 10%.

- By February 2018, there will be a focused and coordinated strategy to reduce food insecurity by 10% in each equity pilot area.
- By 2022, 2000 units of housing, affordable to a variety of residents, will be developed within Clackamas County, through a combination of public and private partnerships, and appropriate regulatory changes. Of that number, the Housing Authority goal will be to provide 1000 units affordable to households earning 60% of the area median income or less.



Improve the average condition of paved county roads to PCI (Pavement Condition Index) rating of

70

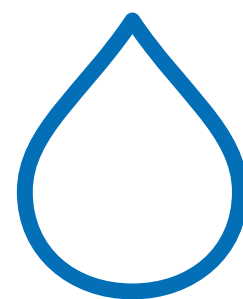
## Build a Strong Infrastructure

### Transportation

- By 2019, improve the average condition of paved county roads to a PCI (Pavement Condition Index) rating of 70.
- By 2019, I-205 expansion will be scheduled for federal, state and/or regional funding within the next 5 years.
- By 2022, Sunrise Phase II will be scheduled for federal, state, and/or regional funding within the next 5 years.
- By 2019, the county will adopt appropriate statewide goal exceptions for the Arndt Road extension and include it in the county Transportation System Plan.

### Wastewater Treatment

- By 2018, Clackamas County will have sewer plant improvements under construction (to be completed by 2020) that support the expected 20-year growth horizon.



Sewer plant improvements to support

20

years of growth

### Connectivity

- By 2020, all Clackamas County residents will have access to high speed internet.

## County Facilities Planning Milestones

- By the end of 2018, the county will have a master plan for county facilities, including an assessment of the condition of county buildings and a funding plan, and improved public transportation service levels.
- By 2020, Clackamas County will begin a planning process for relocating the County Public Works facility.
- By 2020, Clackamas County will have a concept plan in place for a Family Justice Center Campus.
- By the end of 2022, Clackamas County will have completed construction and occupied a new County Courthouse on the Red Soils Campus.
- By 2022, Clackamas County will commence a planning process for a new Juvenile Services building and County Jail.



Complete construction on a new courthouse by

2022

## Ensure Safe, Healthy and Secure Communities

### Public Health

- By 2020, there will be no domestic violence related homicides in Clackamas County.
- By 2019, the number of unsheltered veterans in Clackamas County will be 0.
- By 2020, 95% of all Clackamas County residents seeking behavioral health services will receive a response within 24 hours of expressing need.
- By 2020, there will be no suicides in Clackamas County.
- By 2019, Clackamas County will have private/non-profit provided childcare on the Red Soils campus, without taxpayer subsidies.

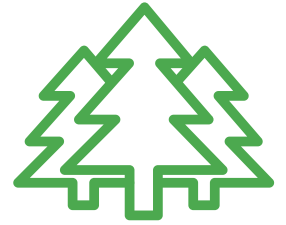


By 2019, the number of unsheltered veterans will be

0

## Public Safety

- By 2020, juvenile recidivism will be below 17%.
- By 2020, adult recidivism, measured by arrests and convictions, will be reduced by 10%.
- By 2020, Clackamas County will achieve a Community Rating System score for flood safety (CRS) of 6, resulting in substantial savings in flood insurance premiums for county residents.



Access to state and federal forest resources by the year

2020

to supply cross laminated timber

## Honor, Utilize, Promote and Invest in our Natural Resources

- By 2022, five new natural resource-based processors will be located in Clackamas County.
- By 2020, Clackamas County will adopt a Master Plan for surface water management that will enhance the quality of surface water.
- By 2020, there will be access to state and federal forest resources for the purpose of supplying materials for the carbon-friendly cross laminated timber production industry.

## Build Public Trust through Good Government

- By 2018, all Board-directed county departments will measure customer service and satisfaction.
- By the 2018/2019 Fiscal Year, 100% of the county budget will be attached to measurable customer results.
- Clackamas County will work to resolve differences with its local partners to avoid disputes and litigation.
- By 2019, 80% of county external customers surveyed will agree or strongly agree that:
  - county services were timely



100%

of the county budget will be attached to measurable customer results



- county staff were courteous
- information was readily available and understandable
- they are happy with the services received

## Community Indicators

Community Indicators show how the county is doing in areas where the county government has a minimal level of influence. Tracking community indicators can provide important guidance on those areas where we do have control, and provide important information on areas that might warrant a higher level of focus in the future.

### Economy

- Job growth in Clackamas County should meet or exceed the regional average.
- Annual wages earned in Clackamas County should be at or above statewide average.
- The county's home ownership rate should be at or above 72%, the level before the Great Recession.
- New Capital Asset Investment in the county should rise 2.25% year over year.

### Safe Healthy and Secure Communities

- The number of children in stable family homes will increase, as shown by a 10% annual reduction in those needing placement in foster care.
- Ninety-five percent (95%) of county residents will have access to routine health care, defined by having health insurance and a usual place of care.
- County health rankings will show Clackamas County among the three top-ranking counties in the state in at least 90% of health measures.



Home ownership  
at or above

72%



County residents  
with access to  
routine healthcare

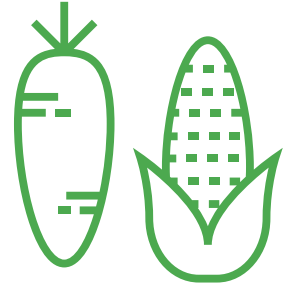
95%

- There will be a year-over-year decrease in the number of people obtaining assistance in transitioning out of unsafe domestic situations.

### **Honor, Invest and Utilize Natural Resources**

- The gross domestic product from agriculture lands in Clackamas County will increase by 5% each year.
- Tourist activity in Clackamas County should increase at or above the statewide rate.
- Year-over-year difference in person crime rate.
- Year-over-year difference in behavioral crime rate.
- Year-over-year difference in property crime rate.

The county’s strategic goals and milestones constitute the key policy direction to county departments over the next 3-5 years.



GDP of ag lands  
will increase

5%

every year

July 20, 2017

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Agreement with Clackamas Women’s Services  
for Shelter/Advocacy/Crisis/Training/Rural domestic violence services

<b>Purpose/Outcomes</b>	Provides domestic violence services including shelter, crisis services, advocacy and community education. Outcomes include: <ul style="list-style-type: none"> <li>• Shelter for 50 households – 85% will report new options to stay safe</li> <li>• 50 trainings to educate community about domestic violence and how to work with survivors – 90% will increase knowledge about DV; resources and refer survivors to A Safe Place for partner services.</li> <li>• Rural advocacy services to 50 survivors with 85% reporting they are more aware of resources through safety planning;</li> <li>• Crisis support for 300 individuals;</li> <li>• Weekly support groups serving minimum of 100 survivors.</li> </ul>
<b>Dollar Amount and Fiscal Impact</b>	\$190,426 (\$143,426 for Shelter/Crisis; \$25,000 for Advocacy/Community Education; \$22,000 for Rural Services). No county staff are funded through this agreement.
<b>Funding Source</b>	County General Fund
<b>Duration</b>	July 1, 2017 – June 30, 2018
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Improve community safety and health</li> <li>• Ensure safe, healthy and secure communities</li> </ul>
<b>Contact Person</b>	Rodney A. Cook, 503-650-5677
<b>Contract No.</b>	Contract database # 8316

**BACKGROUND:**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agreement with Clackamas Women’s Services for: safe shelter and supportive services to survivors of violence and their children; advocacy and support to survivors in rural Clackamas County; survivor support groups; 24-hour crisis line support; and training/education for volunteers, advocates, community members, and professionals.

Funding source for this Agreement is County General Fund and has a maximum value of \$190,426. The Agreement is effective July 1, 2017 and terminates June 30, 2018. It has been approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

<b>CLACKAMAS COUNTY, OREGON</b> <b>LOCAL RECIPIENT GRANT AGREEMENT CYF-17-8316</b>	
Program Name: <b><i>Clackamas Women's Services Shelter, Advocacy, Crisis, Training, and Rural Services</i></b> Program/Project Number:	
This Agreement is between <b>Clackamas County, Oregon</b> , acting by and through its Children, Youth & Families Division (COUNTY) and <b>Clackamas Women's Services</b> (RECIPIENT), an Oregon Non- profit Organization.	
<b>COUNTY Data</b>	
Grant Accountant: <b><i>Stephanie Radford</i></b>	Program Manager: <b><i>Sarah Van Dyke</i></b>
Children, Youth & Families  150 Beaver creek Rd. Oregon City, OR 97045 503-650-5678 sradford@clackamas.us	Children, Youth & Families Domestic Violence Systems Coordinator/Planner  150 Beaver creek Rd. Oregon City, OR 97045 503-650-5685 (phone) svandyke@clackamas.us
<b>SUBRECIPIENT Data</b>	
Finance/Fiscal Representative: <b><i>Melissa Erlbaum</i></b>	Program Representative: <b><i>Melissa Erlbaum</i></b>
Clackamas Women's Services 256 Warner Milne Road Oregon City, OR 97045 503-557-5810 melissae@cwsor.org	Clackamas Service Center 8800 SE 8 <sup>th</sup> Ave. Portland, OR 97206 503-557-5810 melissae@cwsor.org
FEIN: 93-0900119	

### RECITALS

1. Domestic violence is defined as a pattern of coercive behavior used by one person to control another in an intimate relationship. The violence can be mental, emotional, physical, sexual, financial, and other types of abuse perpetrated to gain and maintain power and control. Domestic violence, sexual assault, stalking, dating violence, and elder abuse have significant impact on the health and welfare of the residents of Clackamas County.
  
2. Clackamas Women's Services has been providing services to families since 1985. Their innovative and ground-breaking approach to serving survivors includes a "Village Model" of shelter care, housing first to approaching housing needs of participants, and the utilization of trauma informed practices throughout their organization. The organization is a leader in the effort to improve the quality of interventions for survivors and their families, as well as attempts to hold offenders accountable for their abuse. Clackamas Women's Services believes that violence is a result of attitudes, power and control, and that violence results when people unjustly exercise power over others. Therefore, all oppressive behaviors must be simultaneously addressed. To that end, Clackamas Women's Services works to ensure that individuals and families have equal access to community resources and they provide support, advocacy and opportunity for self-empowerment, assisting survivors to exercise free and informed life choices free of violence and oppression.

3. County General Fund dollars will be used to finance this grant agreement as part of its commitment to end domestic violence in Clackamas County.
4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which RECIPIENT agrees on delivery of the Program.

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

### AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2017** and not later than **June 30, 2018**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program requirements are described in Exhibit A-1: Scope of Work and Exhibit A-2: Work Plan Quarterly Report. RECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.
4. **Grant Funds.** The COUNTY's funding for this Agreement is **County General Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$190,426**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.

6. **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. **RECIPIENT 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.
7. **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. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
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.** RECIPIENT agrees to its status as a RECIPIENT, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** RECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
- c) **Budget.** RECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: RECIPIENT Program Budget. RECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
- d) **Allowable Uses of Funds.** RECIPIENT shall use funds only for those purposes authorized in this Agreement.
- e) **Period of Availability.** RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month using the forms and instructions outlined in Exhibit D-1: Request for Reimbursement. RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance Reporting.** RECIPIENT must submit Performance Reports on a quarterly basis according to the schedule specified in Exhibit C: Performance Reporting Schedule. Quarterly Reports include Exhibits A-2: Work Plan Quarterly Report, A-3: Demographic Report, and A-4: Client Feedback Survey and Report. All reports must be submitted on templates provided, must reference this agreement number, and be signed and dated by an authorized official of RECIPIENT.
- i) **Audit.** RECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** RECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. The COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of RECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** RECIPIENT 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 following the Project End Date (June 30, 2018), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- l) **Failure to Comply.** RECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and RECIPIENT 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 RECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

**10. Compliance with Applicable Laws.**

- a) **Public Policy.** RECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and **state civil rights and rehabilitation statutes, rules and regulations**; and as applicable to RECIPIENT.
- b) **State Statutes.** RECIPIENT 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 conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, RECIPIENT shall in writing request COUNTY resolve the conflict. RECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

**11. General Agreement Provisions.**

- a) **Indemnification.** RECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost and its elected officials, officers, and employees and agents arising from or related to RECIPIENT's negligent or willful acts or those of its employees, agents or those under RECIPIENT's control. RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this Agreement, RECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** RECIPIENT shall obtain, at RECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, 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.

- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, RECIPIENT shall obtain at RECIPIENT 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.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, RECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence 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.
- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, but only with respect to RECIPIENT's activities under this agreement.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
- 7) **Insurance Carrier Rating.** Coverage provided by RECIPIENT 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.
- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, RECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 9) **Primary Coverage Clarification.** RECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

- 10) **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.
- 11) **Waiver of Subrogation.** RECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** RECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
- d) **Independent Status.** RECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. RECIPIENT 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. RECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- e) **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.
- f) **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 RECIPIENT 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.
- g) **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.
- h) **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.
- i) **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.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and RECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Follows)

SIGNATURE PAGE TO RECIPIENT AGREEMENT

(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

**RECIPIENT**

Clackamas Women's Services  
256 Warner Milne Rd.  
Oregon City, OR 97045

**CLACKAMAS COUNTY**

Commissioner Jim Bernard, Chair  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

**Signing on behalf of the Board:**



By: \_\_\_\_\_  
Melissa Erlbaum, Executive Director

By: \_\_\_\_\_  
Richard Swift, Director  
Health, Housing & Human Services

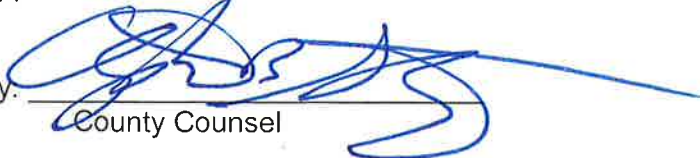
Dated: \_\_\_\_\_ 7-3-2017 \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Rodney A. Cook, Director  
Children, Youth & Families Division

Dated: \_\_\_\_\_

Approved to Form

By:  \_\_\_\_\_  
County Counsel

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Demographic Report
- Exhibit A-4: Client Feedback Survey and Report
- Exhibit B: Program Budget



July 20, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of the renewal revenue agreement with  
Oregon Health & Science University (OHSU) for the CaCoon Program

<b>Purpose/Outcomes</b>	CaCoon is an abbreviation for Oregon Care Coordination Program. Revenue from OHSU CaCoon program allows Clackamas County Public Health Division (CCPHD) to provide a Community Health Nurse to facilitate community-based and family-centered care coordination for children with special health needs.
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$62,000.
<b>Funding Source</b>	Grant funds from OHSU No County General Funds are involved
<b>Duration</b>	Effective October 1, 2016 and terminates on September 30, 2017
<b>Previous Board Action</b>	The Board last reviewed and approved this agreement on September 13, 2014 Agenda 111314-A2
<b>Strategic Plan Alignment</b>	1. Improved community safety and Health 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Dawn Emerick, Public Health Director – 503-655-8479
<b>Contract No.</b>	8378

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of a Renewal Revenue Agreement with OHSU. CCPHD receives grant funding from OHSU, Child Development and Rehabilitation Center for the continuation of the CaCoon program.

The revenue from this agreement allows CCPHD to provide a Community Health Nurse to facilitate community-based and family-centered care coordination for children with special health needs. Specific services include assessment of needs, coordination of healthcare and other services, and knowledge of local comprehensive services.

This contract is effective October 01, 2016 and continues through September 30, 2017. This contract has been reviewed by County Counsel on July 5, 2017. This contract is retro-active due to late receipt from OHSU.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services



**Attachment 1**  
**Research Subaward Agreement**  
Certifications and Assurances

By signing the Subaward Agreement, the Authorized Official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

**Certification Regarding Lobbying (2 CFR 200.450)**

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Pass-through Entity.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)**

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

**Audit and Access to Records**

Subrecipient certifies by signing this Subaward Agreement that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

**Use of Name**

Neither party shall use the other party's name, trademarks or other logos in any publicity, advertising, news release, publication or public presentation, without the prior written approval of an authorized representative of that party. The parties agree that each party may respond to legitimate business inquiries with factual information regarding the existence and purpose of the relationship that is the subject of this Agreement, disclose such information to satisfy any reporting obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.



**Attachment 2**  
Research Subaward Agreement  
Federal Award Terms and Conditions

Subaward Number  
**1010448\_CLACKAMAS\_LHD**

Sponsor Agency  
**HRSA**

**Sponsor Agency**

NIH    NSF    USDA    EPA    NASA    AFOSR    ARO    ONR    AMRMC    AMRAA    Other Agency

**Required Data Elements**

The data elements required by Uniform Guidance are incorporated as follows:  
(Select One)

- Copy of Award Notice
- As Entered

Federal Award Issue Date	FAIN	CFDA No.
04/20/16	B04MC29358	93.994

CFDA Title  
**Maternal and Child Health Services Block Grant to the States**

**Agency-Specific Certifications/Assurances**

By signing this Research Subaward Agreement, Subrecipient makes the certifications and assurances required by Uniform Guidance: 2 CFR 200 et seq.

**General Terms and Conditions**

1. Conditions on activities and restrictions on expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's Award Conditions website:  
**<https://www.hrsa.gov/grants/hhsgrantspolicy.pdf>**
2. 2 CFR 200 and 45 CFR Part 75.
3. The Grants Policy Statement, including addenda in effect as of the beginning date of the period of performance or as amended found at:  
**<https://www.hrsa.gov/grants/hhsgrantspolicy.pdf>**
4. Interim Research Terms and Conditions found at: **N/A**  
and Agency Specific Requirements found at: **<https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96>** except for the following:
  - a. If applicable, the right to initiate an automatic one-time extension of the end date is replaced by the need to obtain prior written approval from the Pass-through Entity;
  - b. Any payment mechanisms and financial reporting requirements described in the applicable Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward Agreement; and
  - c. Any prior approvals are to be sought from the Pass-through Entity and not the Federal Awarding Agency.
5. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the Subrecipient upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in 2 CFR 200.313 of the Uniform Guidance.
6. Treatment of Program Income:
  - Additive
  - Other, Pass-through Entity specify: **Not Applicable to Title V Block Grants**

**[NIH Only] Multiple PIs (MPIs) If the Federal Award includes MPIs**

- This is not an MPI award

**Special Terms and Conditions:**

**Copyrights (Select One)**

- Subrecipient Grants
- Subrecipient Shall Grant

to Pass-through Entity an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Pass-through Entity's obligations to the Federal Government under its Prime Award.

**Data Rights**

Subrecipient grants to Pass-through Entity the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Pass-through Entity's obligations to the Federal Government under its Prime Award.

**Automatic Carryforward (Select One)**

- Yes
- No (Select carryforward contact below)

**Work Involving Human or Animal Subjects** (Select Applicable Options)

No Human or Animal Subjects

This section left intentionally blank

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**Human Subjects Data**  
(Select One)

- Not Applicable  
 Applicable

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**Promoting Objectivity in Research Applicable to Subrecipients (Financial Conflicts of Interest):** Subrecipient must designate herein which entity's financial conflicts of interest policy will apply (Select One):

- PTE       Subrecipient

If applying its own financial conflicts of interest policy, by execution of this Subaward Agreement, Subrecipient Institution certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

HRSA

Other Sponsor Agency: Not applicable to non-research programs.

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward Agreement and within 45 days of any subsequently identified financial conflict of interest.

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**Data Sharing and Public Access Policy:**

(Check if Applicable)

- Subrecipient agrees to comply with the Federal Award Agency's data sharing and public access policy requirements and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and incorporated herein as Attachment [redacted]

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**Pilot Program for Enhancement of Contractor Employee Protections (48 CFR 3.9080):**

Subrecipient is hereby notified that they are required to: inform their employees working on any Federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

---

**Additional Terms** (as required by the Federal Award or to cover Human Subjects Data):

1. Subrecipient agrees to comply with the Federal Award Agency's data sharing and public access policy requirements.
  2. Subrecipient agrees to comply with the OHA Subaward No. 143021 Applicable Terms and Conditions (11 pages) incorporated herein as Attachment 6.

**Attachment 3A**  
**Research Subaward Agreement**  
Pass-Through Entity (PTE) Contacts

Subaward Number:  
1010448\_CLACKAMAS\_LHD

**Pass-Through Entity (PTE)**

PTE Name: Oregon Health & Science University  
Address: 3181 SW Sam Jackson Park Road  
City: Portland State: OR Zip Code+4: 97239-3098 Zip Code Look-up

**PTE Administrative Contact**

Name: Jen Michaud, Subout Grants & Contracts Administrator  
Address: Office of Proposal & Award Management  
3181 SW Sam Jackson Park Road, Mail Code: L106OPAM  
City: Portland State: OR Zip Code: 97239-3098  
Telephone: 503.494.2379 Email: michauj@ohsu.edu  
COI Contact email (if different to above): coir@ohsu.edu

**PTE Principal Investigator**

Name: Brian T. Rogers  
Address: 3181 SW Sam Jackson Park Road  
City: Portland State: OR Zip Code: 97239-3098  
Telephone: 503.494.2700 Email: rogersbr@ohsu.edu

**PTE Financial Contact**

Name: Office of Proposal & Award Management  
Address: 0690 SW Bancroft Street, Mail Code: L106OPAM  
City: Portland State: OR Zip Code: 97239  
Telephone: 503.494.7784 Email: spasub@ohsu.edu  
Email invoices?  Yes  No Invoice email (if different):  
Invoice Address (if different):

**PTE Authorized Official**

Name: Elizabeth Williams, Operations Supervisor  
Address: Office of Proposal & Award Management  
3181 SW Sam Jackson Park Road, Mail Code: L106OPAM  
City: Portland State: OR Zip Code: 97239-3098  
Telephone: 503.494.7784 Email:  
Central email: spasub@ohsu.edu

**Attachment 3B**  
**Research Subaward Agreement**  
**Subrecipient Contacts**

Subaward Number:  
1010448\_CLACKAMAS\_LHD

**Subrecipient Place of Performance for FFATA reporting**

Name: Clackamas County acting by and through its Health, Housing and Human Services Department, Public Health Division

Address: 2051 Kaen Road  
Suite 367

City: Oregon City State: OR Zip Code+4: 97045 Zip Code [Look-up](#)

EIN No.: 936002286 DUNS: 111796764 Parent DUNS: N/A

Institution Type: County Government Congressional District: OR-005

Is Subrecipient currently registered in [SAM.gov](#)?  Yes  No

Is Subrecipient exempt from reporting executive compensation?  Yes  No If no, complete 3B, page 2

**Subrecipient Administrative Contact**

Name: Jeanne Weber

Address: 2051 Kaen Road  
Suite 367

City: Oregon City State: OR Zip Code: 97045

Telephone: 503.742.5350 Email: jweber2@co.clackamas.or.us

**Subrecipient Principal Investigator**

Name: Julie Aalbers

Address: 2051 Kaen Road  
Suite 367

City: Oregon City State: OR Zip Code: 97045

Telephone: 503.655.8405 Email: julieaal@co.clackamas.or.us

**Subrecipient Financial Contact**

Name: Sherry Olson

Address: 2051 Kaen Road  
Suite 367

City: Oregon City State: OR Zip Code: 97045

Telephone: 503.742.5342 Email: swhitehead@co.clackamas.or.us

Central email:  Is this the remittance address?  Yes  No

Remittance Address (if different):

**Subrecipient Authorized Official**

Name: Richard Swift, Director, Health, Housing and Human Services Department

Address: 2051 Kaen Road  
Suite 367

City: Oregon City State: OR Zip Code: 97045

Telephone: 503.650.5694 Email: rswift@co.clackamas.or.us

Central email:

**Attachment 4**  
**Research Subaward Agreement**  
**Reporting Requirements**

Subaward Number:

1010448\_CLACKAMAS\_LHD

Subrecipient agrees to the following:

- A Final technical/progress report will be submitted to the PTE's Principal Investigator identified in Attachment 3 within 45 days after the end of the period of performance.
- Monthly technical/progress reports will be submitted to the PTE's Principal Investigator identified in Attachment 3, within 15 days of the end of the month.
- Quarterly technical/progress reports will be submitted within thirty (30) days after the end of each project quarter to the PTE's Administrative Contact identified in Attachment 3.
- Technical/progress reports on the project as may be required by PTE's Principal Investigator in order that PTE may be able to satisfy its reporting obligations to the Federal Awarding Agency.
- Annual technical /progress reports will be submitted within 90 days prior to the end of each project period to the PTE's Principal Investigator identified in Attachment 3. Such report shall also include a detailed budget for the next budget period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Principal Investigator identified in Attachment 3A within 30 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Awarding Agency specific forms to the PTE's Principal Investigator identified in Attachment 3A within 60 days of the end of the period of performance so that it may be included with the PTE's final invention report to the Awarding Agency. A negative report  is  is not required.
- A Certification of Completion, in accordance with 2 CFR 200.201(b)(3), will be submitted within 45 days after the end of the project period to the PTE's Financial Contact identified in Attachment 3A (for Fixed Price subawards only.)
- Property Inventory Report; frequency, type, and submission instructions listed here and only to be used when required by PTE Federal Award:

Other Special Reporting Requirements:

Payment: Invoices must be in sufficient detail to indicate clearly the nature of all expenses in the format of the approved budget in Attachment 5. Pass-through Entity requires a final invoice for each budget period which must be received no later than 45 days after the end of each subaward budget period and be clearly marked "FINAL."

**Attachment 5**  
Fixed Price Research Subaward Agreement  
Statement of Work, Indirects & Payment Schedule

Subaward Number:

1010448 CLA

**Statement of Work**

Below  or  Attached  pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

**Indirect Information**

Indirect Cost Rate (IDC) Applied  % on  TDC  MTDC  OTHER  de minimus rate of 10%

**Payment Schedule**

*All amounts are in United States Dollars*

PTE shall pay Subrecipient according to the following schedule upon receipt of invoice from Subrecipient. Invoices are to be submitted via email to [spasub@ohsu.edu](mailto:spasub@ohsu.edu). If email of invoices is not possible, they may be mailed to the Financial Contact listed in Attachment 3A.

Payment 1) Upon full execution of this Agreement and receipt of invoice, PTE will issue an advance payment of \$37,200.

Payment 2) Upon satisfactory completion of the Statement of Work on or after 9/30/2017, receipt of invoice and Certification of Completion per Attachment 4, PTE will issue a payment of \$24,800.

The final invoice must be received no later than 45 days after the end of the budget period and must be clearly marked "FINAL."

**Oregon Center for Children and Youth with Special Health Needs  
Title V CYSHCN**

**Attachment A – Scope of Work**

**Part I - Introduction**

**Mission:**

The Oregon Center for Children and Youth with Special Health Needs (OCCYSHN) improves the health, development and well-being of all of Oregon's children and youth with special health care needs.

**Vision:**

All of Oregon's children and youth with special health care needs are supported by a system of care that is family centered, community-based, coordinated, accessible, comprehensive, continuous and culturally competent.

**2015-2016 Oregon Title V CYSHCN - National and State Priority Measures:**

- Medical Home
- Health Care Transition (Transition to Adult Health Care)
- Culturally and Linguistically Appropriate Services (CLAS)

**Population of Focus – children and youth with special health care needs (CYSHCN):**

*“Children with special health needs are those who have or are at risk for a chronic physical, developmental, behavioral or emotional condition and who also require health and related services of a type or amount beyond that required by children generally. (McPherson, et al., 1998, p. 138).”*

**Contract Goals:**

- Increase effective and efficient use of the healthcare system, with focus on the National and State Priority Measures, through development and implementation of Shared Plans of Care (SPoC) for selected CYSHCN.
- Provide local and regional leadership in health care system development and quality improvement to achieve optimal health outcomes for CYSHCN through development and implementation of REgional Approach to Child Health (REACH) Teams.
- Increase families' knowledge, skills, and confidence in caring for children and youth with special health care needs (CYSHCN) through CaCoon home visiting, as well as through family involvement in SPoC and REACH.
- Increase capacity of the workforce to support OCCYSHN's mission and vision.

## Part II - CaCoon – Scope of Work

### **Funding:**

*Up to 30 percent of county's contracted funds may be directed toward the CaCoon program.*  
Please see Attachment D for breakdown of activities and payments for your LHD.

This scope of work is designed for local health departments (LHD) with the capacity to implement CaCoon.

CaCoon is a statewide public health program that focuses on community based Care Coordination for CYSHCN through registered nurse home visiting for families with children (birth to 21<sup>st</sup> birthday) who have special health care needs.

### ***CaCoon Program Eligibility***

- Age Eligibility: The CaCoon program serves children birth through 21<sup>st</sup> birthday.
- Diagnostic/Condition eligibility is outlined in the “B” column of the A and B Code Eligibility List (see Attachment D). Public health nurses may use their professional judgement if a child has a chronic health condition or disability that is not specifically identified on the list by assigning risk code “B90-other chronic conditions.”

### ***Financial Eligibility***

- The CaCoon program is open to all children regardless of child or family insurance status or income.

### **Subawardee Responsibilities (CaCoon Standards):**

1. The Subawardee establishes and maintains a triage system for home visiting that prioritizes the most vulnerable children and youth with special health care needs for CaCoon services.
2. When the Subawardee is unable to provide home visiting services for a child who has been referred, the Subawardee will, at a minimum:
  - Refer the child/family to primary care, specifically a patient centered primary care home when available, as well as appropriate educational services; and
  - Notify the referring entity that Subawardee is unable to provide services and provide rationale.
3. The Subawardee assures timely contact with CaCoon home visiting referrals. At a minimum, initial outreach is implemented within ten (10) business days of receiving referral. Initial outreach may be by telephone or other means.



4. All nurses serving CaCoon clients collaborate with the health care team to assure that the following assessments are completed for each child/family on the CaCoon caseload:
  - Assessment of child/family's strengths, needs, and goals.
  - Assessment of child/family's health-related learning needs.
  - Assessment of child's functional status and limitations, including ability to attend school and school activities.
  - Early and continuous screening for special health care needs including physical, developmental, mental health, and oral health assessments as recommended by the American Academy of Pediatrics.<sup>1</sup>
  - Assessment of access to health care team members as well as social supports.<sup>2</sup>
  - Assessment of access to supportive medical and/or adaptive equipment and supplies, *e.g.*, suction machine, wheelchair, medications, formula, feeding tube.
  - Assessment of family financial burden related to care of child with special health needs.
  - Assessment of housing and environmental safety.
  - Assessment of emergency preparedness.
  - Assessment of preparedness for youth transition to adult health care, work, and independence, if appropriate to age.
  - Assessment of child/family satisfaction regarding services they receive.
5. In partnership with the child/family and the broader health care team, nurses serving CaCoon clients develop the nursing care plan which:
  - Is based in, and responsive to accurate and appropriate assessments (see number 4 above).
  - Includes goals, progress notes, and a plan for discharge from CaCoon services.
  - Demonstrates evidence of nursing support to increase patient/family engagement with primary care; specifically a patient centered primary care home when available.
  - Demonstrates evidence of effective coordination with the primary care physician and specialty providers as well as the broader health care team. Coordination includes:
    - Timely and appropriate referral to needed services.
    - Identification and problem-solving around barriers to referral follow-up.
    - Identification and elimination of redundancy of services.
    - Promotion of a shared and actionable plan of care that speaks to the continuum of child/family experience with healthcare and related systems.

- Timely, informative, and concise updates that are shared with appropriate members of the health care team, including the primary care provider and the family.
  - Demonstrates evidence of patient/family centeredness, including:
    - Strategies to increase the child/family’s capacity to obtain, process, and understand health information to make informed decisions about health care
    - Evidence of child/family partnership in developing the plan of care
    - Evidence of interventions that increase the patient/family’s capacity to implement the plan of care, *e.g.* caregiver support, teaching, and provision of anticipatory guidance.
    - Cultural and linguistic responsiveness
  - Provides for nurse visits that are sufficient in frequency and length to achieve the goals outlined in the care plan.
  - Anticipates and supports youth transition to adult health care, work, and independence.
  - Is re-evaluated as required with changing circumstances, but no less frequently than every six months.
6. The Subawardee works with partners, at both the state and local level, to collect data to inform system-level quality improvement efforts and achieve optimal health outcomes for CYSHCN. Encounter data for every CaCoon visit is entered into the Oregon Health Authority’s information management system (either the ORCHIDS database or “Tracking Home visiting Effectiveness in Oregon” - THEO when it is brought online).
7. Each CaCoon nurse<sup>3</sup> and supervisor actively participates in educational opportunities that support continuous improvement of his/her CaCoon practice. At a minimum:
- When beginning his/her CaCoon practice, each CaCoon nurse completes the “Introduction to CaCoon” posted on the OCCYSHN website.
  - The majority of nurses working with the CaCoon program in a given county participate in the annual CaCoon Regional Meetings.
8. The Subawardee designates a CaCoon Lead who has the skills and authority to lead the CaCoon program, assure accountability to Subawardee responsibilities, and to be the key point of contact with OCCYSHN staff. This individual will submit the Annual CaCoon Accountability Report which is due to OCCYSHN by July 1, 2017.

<sup>1</sup>American Academy of Pediatrics “Bright Futures” - Recommendations for Preventive Pediatric Health Care - Periodicity Schedule. <https://www.aap.org/en-us/professional-resources/practice-support/Pages/PeriodicitySchedule.aspx>

<sup>2</sup> In addition to the primary care provider and the family, the broader health care team for CYSHCN might include:

- ✓ Child care and/or respite care
- ✓ Community Connections Network (CCN)
- ✓ Dentist/Orthodontist
- ✓ Department of Human Services – Child welfare

- ✓ County Developmental Disabilities (DD) Programs (CDDP)
- ✓ Durable medical equipment agency
- ✓ Early Intervention/ Early Childhood Special Education (EI/ECSE)
- ✓ Emergency medical services
- ✓ Exceptional Needs Care Coordinator (ENCC) at the Coordinated Care Organization (CCO)
- ✓ Oregon Family to Family Health Information Center (OR F2F HIC)
- ✓ Community based family support organizations
- ✓ Housing supports
- ✓ Medical specialists
- ✓ Mental health services
- ✓ Occupational therapy
- ✓ Pharmacy
- ✓ Physical therapy
- ✓ School systems, including special education
- ✓ Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)
- ✓ Speech therapy
- ✓ Supplemental Security Income (SSI)
- ✓ Transportation supports

<sup>3</sup> A CaCoon nurse is defined as a registered nurse who is employed by the Subawardee and who either spends the majority of his/her FTE in support of CaCoon clients OR who supports the majority of CaCoon clients in a given county.

### Part III - Shared Plans of Care (SPoC) – Scope of Work

#### Funding:

*At least 70 percent of county's contracted funds must be directed toward the development and implementation of Shared Plans of Care (SPoC).* Please see Attachment D for breakdown of activities and payments for your LHD.

#### Subawardee Responsibilities:

1. Participate in SPoC Team orientation and other learning opportunities provided by OCCYSHN.
2. Identify a SPoC Lead who has the skills and authority to convene SPoC Team meetings, assure accountability to Subawardee responsibilities, and to be the key point of contact with OCCYSHN staff.
3. Convene SPoC Team meetings on a regular basis ensuring continuity of process and following up on implementation of shared plans of care developed by the team.
  - The SPoC Team will use the OCCYSHN-provided SPoC Template and SPoC Development Guide.
  - The SPoC Team will jointly develop SPoCs via face to face meetings. Virtual attendance at meetings is allowable as long as the goal of real time plan development is realized.
  - The SPoC Team will re-evaluate SPoCs as required with changing circumstances, but no less frequently than every six months.
  - Minimum required partners in the SPoC process include: family member or youth, representative from child's primary care provider (PCPCH), health-focused education professional, mental/behavioral health (if applicable), public health professional, and payer.
  - The SPoC Team will ensure all appropriate releases of information are signed.
  - A percentage of SPoC must address transition to adult health care for a child over 12 years old. Please see Attachment D for breakdown of activities and payments.
  - A percentage of SPoC must address the needs of a child with a complex condition. Please see Attachment D for breakdown of activities and payments. Definition of complex conditions is defined in the Implementation Guide.
  - Each SPoC developed will serve a unique child or youth and their family.
  - Communicate with SPoC Team as needed to ensure effective team meetings and coordination of care.

4. Ensure that the Shared Plan of Care:

- Is based in, and responsive to, accurate and appropriate assessments.
- Demonstrates evidence of support to increase patient/family engagement with primary care; specifically a patient centered primary care home when available.
- Demonstrates evidence of effective coordination with the primary care physician and specialty providers as well as the broader health care team. Coordination includes:
  - Timely and appropriate referral to needed services.
  - Identification and problem-solving around barriers to referral follow-up.
  - Identification and elimination of redundancy of services.
  - Timely, informative, and concise updates that are shared with appropriate members of the health care team, including the primary care provider and the family.
- Demonstrates evidence of patient/family centeredness, including:
  - Strategies to increase the child/family's capacity to obtain, process, and understand health information to make informed decisions about health care.
  - Evidence of child/family partnership in developing the plan of care.
  - Evidence of interventions that increase the patient/family's capacity to implement the plan of care, *e.g.* caregiver support, teaching, and provision of anticipatory guidance.
  - Cultural and linguistic responsiveness.
- Anticipates and supports youth transition to adult health care.
- Is re-evaluated as required with changing circumstances, but no less frequently than every six months.

5. Participate in evaluation activities required by OCCYSHN including electronic submission of descriptive information for each SPoC via required template and completion of a mid-year process report via Survey Monkey.

## **Attachment B**

### **Use of Allotment Funds [Section 504]**

The SUBAWARDEE may use funds paid to it for the provision of health services and related activities (including planning, administration, education, and evaluation) consistent with its application. It may also purchase technical assistance if the assistance is required in implementing programs funded by Title V.

Funds may be used to purchase technical assistance from public or private entities if required to develop, implement, or administer the MCH Block Grant.

Funds may be used for salaries and other related expenses of National Health Services Corps personnel assigned to the State.

Funds may not be used for cash payments to intended recipients of health services or for purchase of land, buildings, or major medical equipment.  
Other restrictions apply.

Funds may not be used to make cash payments to intended recipients of services.

Funds may not be provided for research or training to any entity other than a public or non-profit private entity.

Funds may not be used for inpatient services, other than for children with special health care needs or high-risk pregnant women and infants or other inpatient services approved by the Associate Administrator for Maternal and Child Health. Infants are defined as persons less than one year of age.

Funds may not be used to make payments for any item or service) other than an emergency item or service) furnished by an individual or entity excluded under Titles V, XVIII (Medicare), XIX (Medicaid), or XX (Social Services Block Grant) of the Social Security Act.

MCH Block Grant funds may not be transferred to other block grant programs.

## Babies First and CaCoon Risk Factors (A Codes and B Codes)

<b>Babies First! (Birth through 4 years of age)</b>	<b>CaCoon (Birth through 20 years of age)</b>
<b>Medical Risk Factors</b>	<b>Diagnoses</b>
A1. Drug exposed infant (See A29)	B1. Heart disease
A2. Infant HIV positive	B2. Chronic orthopedic disorders
A3. Maternal PKU or HIV positive	B3. Neuromotor disorders including cerebral palsy & brachial nerve palsy
A4. Intracranial hemorrhage (excludes Very High Risk Factor B16)	B4. Cleft lip and palate & other congenital defects of the head and face
A5. Seizures (excludes VHR Factor B18) or maternal history of seizures	B5. Genetic disorders (i.e., cystic fibrosis)
A6. Perinatal asphyxia	B6. Multiple minor physical anomalies
A7. Small for gestational age	B7. Metabolic disorders
A8. Very low birth weight (1500 grams or less)	B8. Spina bifida
A9. Mechanical ventilation for 72 hours or more prior to discharge	B9. Hydrocephalus or persistent ventriculomegaly
A10. Neonatal hyperbilirubinemia	B10. Microcephaly & other congenital or acquired defects of the CNS including craniosynostosis
A11. Congenital infection (TORCH)	B12. Organic speech disorders (dysarthria/dyspraxia)
A12. Central nervous system infection (e.g., meningitis)	B13. Hearing loss
A13. Head trauma or near drowning: monitoring change	B23. Traumatic brain injury
A14. Failure to grow	B24. Fetal Alcohol Spectrum Disorder
A16. Suspect vision impairment: monitoring change	B25. Autism, Autism Spectrum Disorder
A18. Family history of childhood onset hearing loss	B26. Behavioral or mental health disorder with developmental delay
A24. Prematurity	B28. Chromosome disorders (e.g., Down syndrome)
A25. Lead exposure	B29. Positive newborn blood screen
A26. Suspect hearing impairment: newborn hearing screen REFER	B30. HIV, seropositive conversion
A29. Alcohol exposed infant	B31. Visual impairment
<b>Social Risk Factors</b>	<b>Very High Risk Medical Factors</b>
A19. Maternal age 16 years or less	B16. Intraventricular hemorrhage (grade III, IV) or cystic periventricular leukomalacia (PVL) or chronic subdurals
A21. Parental alcohol or substance abuse	B17. Perinatal asphyxia <u>accompanied by</u> seizures
A22. At-risk caregiver	B18. Seizure disorder
A23. Concern of parent/provider	B19. Oral-motor dysfunction requiring specialized feeding program (gastrostomies and/or failure to grow, both organic and non-organic)
A28. Parent with history of mental illness	B20. Chronic lung disease (e.g., on oxygen, infants with tracheostomies)
A30. Parent with developmental disability	B21. Suspect neuromuscular disorder including abnormal neuromotor exam at NICU discharge
A31. Parent with Child Welfare history	<b>Developmental Risk Factors</b>
A32. Parent with domestic violence history	B22. Developmental delay
A33. Parent with limited financial resources	<b>Other</b>
A34. Parent with sensory impairment or physical disability	B90. Other chronic conditions not listed
A35. Parent with inadequate knowledge and supports	
A36. Other evidence-based social risk factor	
<b>Other</b>	
X99. Child is not being enrolled in High Risk Infant Tracking protocol	
X00. Change in X99 status to enrollment in High Risk Infant Screening Protocol	

## Babies First Risk Factor Definitions

Babies First! Medical Risk Factors		
A1.	Drug exposed infant (See A29)	Documented history of maternal drug use or infant with positive drug screen at birth
A2.	Infant HIV Positive	Infant tested positive at birth or after 1 year of age
A3.	Maternal PKU or HIV Positive	Maternal history of PKU or mother tested positive HIV virus
A4.	Intracranial hemorrhage (excludes Very High Risk Factor B16)	Subdural, subarachnoid, intracerebral, or intraventricular hemorrhage, Grade I or II. Excludes Grade III or IV hemorrhage, or other factors listed in B16.
A5.	Seizures (excludes Very High Risk Factor B18) or maternal history of seizures	History of seizure disorder in mother. Seizures not requiring medical intervention (i.e., febrile seizures). Excludes factors in B18.
A6.	Perinatal asphyxia	Perinatal asphyxia (includes one or more of the following: 5 minute Apgar score of 4 or less, no spontaneous respiration until 10 minutes of age, hypotonia persisting to 2 hours of age, or renal failure & other medical complications of asphyxia).
A7.	Small for gestational age	Birth weight below 10 <sup>th</sup> percentile for gestational age
A8.	Very low birth weight	Birth weight 1500 grams or less
A9.	Mechanical ventilation	For 72 hours prior to hospital discharge
A10.	Neonatal hyperbilirubinemia	Requiring treatment with exchange transfusion
A11.	Congenital infection (TORCH)	Toxoplasmosis/ <i>Toxoplasma gondii</i> , other infections (hepatitis B, syphilis, varicella-zoster virus, HIV, and parvovirus), rubella, cytomegalovirus, herpes simplex virus
A12.	Central nervous system (CNS) infection	Includes bacterial meningitis, herpes, or viral encephalitis/meningitis with no sequel.
A13.	Head trauma or near drowning: monitoring for change	Head trauma with loss of consciousness, needs monitoring
A14.	Failure to grow	Failure to grow. Unknown etiology needs persistent referral for medical work-up and ongoing monitoring for change.
A16.	Suspect vision impairment: monitoring for change	Inability to visually fix or track per vision screen



<b>Babies First!</b>		
<b>Medical Risk Factors</b>		
A18.	Family history of childhood hearing loss	Family member is a blood relative and loss is not associated with injury, accident or other non-genetic problem.
A24.	Prematurity	Infant born before completion of 37 weeks gestation, regardless of birth weight. For Babies First program, also includes low birth weight infants, birth weight less than 2500 grams.
A25.	Lead exposure	Blood lead levels >10µg/dL
A26.	Suspect hearing impairment: newborn hearing screen REFER	Newborn hearing screening status REFER, needs further assessment and monitoring.
A29.	Alcohol exposed infant	Heavy and/or Binge Drinking <u>at any time during pregnancy</u> . Heavy Drinking is more than one alcoholic drink per day on average. Binge Drinking is 4 alcoholic drinks or more in one sitting. Often Heavy Drinking also includes Binge Drinking. However, both do not have to have occurred during the pregnancy to use this risk code.

<b>Babies First!</b>		
<b>Social Risk Factors</b>		
A19.	Maternal age 16 years or less	Mother was 16 years or less at time of delivery.
A21.	Parental alcohol or substance abuse	Known or suspected abuse of substances
A22.	At-risk caregiver	Suspect caregiver/child interaction, incarcerated parent, no prenatal care
A23.	Concern of parent or provider	Any other concern related to infant growth, physical or emotional health, or development.
A28.	Parent with history of mental illness	Parent reports or has current symptoms of mental health problems.
A30.	Parent with developmental disability (DD)	Parent has a disability that is likely to continue, and significantly impact adaptive behavior. DD includes mental retardation, autism, cerebral palsy, epilepsy, or other neurological disabling conditions that require training or support similar to that required by individuals with intellectual disabilities.
A31.	Parent with Child Welfare history	Parent has a history of being abused and/or neglected as a child, or a history of abusing or neglecting a child.

<b>Babies First!</b> <b>Social Risk Factors</b>		
A32.	Parent with domestic violence history	Parent is impacted by current or past history of domestic violence: a pattern of assaultive and/or coercive behaviors including physical, sexual, and psychological attacks, as well as economic coercion, that adults or adolescents use against their domestic or intimate partners.
A33.	Parent with limited financial resources	Inadequate financial resources. Struggles to provide basic needs: food, clothing, shelter, utilities.
A34.	Parent with sensory impairment or physical disability	Sensory impairment or incapacitating physical disability.
A35.	Parent with inadequate knowledge and supports	Parent has inadequate knowledge and abilities related to basic infant care, and has inadequate social support and limited coping abilities.
A36.	Other evidence-based social risk factor	Other social risk factor, established through research, is associated with poor child health outcomes.

<b>Babies First!</b> <b>Other Risk Factors</b>		
X99.	Child is not being enrolled in High Risk Infant Tracking protocol	<p>The client is not being enrolled in the HRI (High Risk Infant) tracking protocol. The nurse does not intend to follow or monitor the client for growth and development, according to the protocol listed in the Babies First! Manual. This could be a client who is seen once or twice for breastfeeding support, or for an initial assessment that indicated the client did not need HRI follow-up.</p> <p>Client must be enrolled in Babies First, NFP, or CaCoon if TCM billing occurs.</p>
X00.	Change in X99 status to enrollment in High Risk Infant Screening Protocol	If a child was originally determined to fit into the X99 category and then the nurse later determines she will enroll the child in the HRI protocol, then the code X00 is added to the eligibility criteria.

## CaCoon Risk Factor Definitions

CaCoon Diagnoses		
B1.	Heart disease	Congenital or acquired heart disease or arrhythmias
B2.	Chronic orthopedic disorders	Congenital or acquired, chronic or recurrent orthopedic problems, e.g., club feet, congenital hip dislocation, juvenile rheumatoid arthritis and growth disorders
B3.	Neuromotor disorders including cerebral palsy & brachial nerve palsy	Static neuromotor disorder, including cerebral palsy and brachial nerve palsy (congenital or acquired); primary muscle disease; and movement disorders
B4.	Cleft lip and palate & other congenital defects of the head & face	Cleft lip and/or palate, submucousal cleft palate or congenital/acquired velopharyngeal incompetence. Anomalies of the face or cranium that are sufficient to interfere with function or to significantly alter appearance. Examples of syndromes which typically fit these criteria: Crouzon; Apert's; Goldenhaar's, Microtia/atresia.
B5.	Genetic disorders (i.e., cystic fibrosis)	Any condition that can be inherited including single gene disorders and chromosome abnormalities
B6.	Multiple minor physical anomalies	Multiple minor anomalies, one or more major anomalies, or a combination of minor and major anomalies.
B7.	Metabolic disorders	Inborn errors of metabolism including amino acid disorders (e.g. PKU), fatty acid oxidation disorders, organic acid disorders, storage disorders, galactosemia, vitamin D deficient rickets.
B8.	Spina bifida	Neural tube defects including myelomeningocele, spinal cord and peripheral nerve injury
B9.	Hydrocephalus or persistent ventriculomegaly	Congenital or acquired dilatation of the cerebral ventricles
B10.	Microcephaly & other congenital or acquired defects of the CNS including craniosynostosis	Congenital small head size; brain injury acquired by postnatal neurological insult (i.e., vascular accident, shaken baby syndrome, CNS tumor or toxin, or head trauma)
B12.	Organic speech and language disorders (dysarthria/dyspraxia, only oral motor dysfunction, dysphasia)	Disorders resulting from congenital or acquired deficits involving neuromotor, structural, oral systems

<b>CaCoon Diagnoses</b>		
B13.	Hearing loss	As confirmed by diagnostic evaluation
B23.	Traumatic brain injury	An injury to the brain by an external physical force or event, resulting in the impairment of one or more of the following areas: speech, memory, attention, reasoning, judgment, problem solving, motor abilities, and psychosocial behavior
B24.	Fetal Alcohol Spectrum Disorder	A pattern of physical features and developmental delay that occurs in children whose mother consumed alcohol during pregnancy
B25.	Autism, Autism Spectrum Disorder	Confirmed diagnosis of developmental disorder affecting communication, understanding language, play, and interaction with others, often with stereotypical behaviors. E.g., Autism with Mental Retardation, High Functioning Autism, Pervasive Developmental Disability, Asperger's Syndrome.
B26.	Behavioral or mental health disorder with developmental delay	Confirmed diagnosis of extreme or unacceptable chronic behavior problems or maladaptive behavior; or medical diagnosis of mental health disorder. Either condition must also have developmental delay. Not for children with ONLY mental health disorders. Examples of individuals who qualify: a three year old who can no longer attend day care because of aggressive behavior and whose language is delayed but without signs of autism; a child diagnosed with OCD and cognitive impairment; a child whose parents are considering out of home placement who also qualifies for special education.
B28.	Chromosome disorders, e.g., Down syndrome	Any chromosome disorder, including trisomies, monosomies, deletions, duplications or rearrangements.
B29.	Positive newborn blood screen	Positive newborn screening blood test or confirmed condition detected by newborn screening.
B30.	HIV, seropositive conversion	Infant/child without maternal antibodies, producing own HIV antibodies.
B31.	Visual impairment	Inability to visually track or fix, medical diagnosis of visual impairment requiring educational accommodation.

<b>CaCoon</b>		
<b>Very High Risk Medical Factors</b>		
B16.	Intraventricular hemorrhage (Grade III, IV) or cystic periventricular leukomalacia (PVL) or chronic subdurals	Intracranial hemorrhage usually occurring due to anoxia, birth trauma, or disturbances in neonatal circulation
B17.	Perinatal asphyxia <u>accompanied by</u> seizures	Perinatal asphyxia accompanied by seizures resulting from the anoxic event (asphyxia includes one or more of the following: 5 minute Apgar score of 4 or less, no spontaneous respiration until 10 minutes of age, hypotonia persisting to 2 hours of age, or renal failure & other medical complications of asphyxia)
B18.	Seizure disorder	Seizures requiring medical intervention and where family needs assistance accessing medical and/or other services
B19.	Oral-motor dysfunction requiring specialized feeding program (gastrostomies) and/or failure to grow, both organic and non-organic	Difficulty coordinating suck/swallow/breathing; reflux; inadequate suck, lip closure (around bottle, cup, or spoon), poor tongue motion, no tongue laterization, no munching or chewing in older children, organic and non-organic Failure To Thrive
B20.	Chronic lung disease (e.g., on oxygen, infants with tracheostomies)	Respiratory distress syndrome, transient tachypnea of the newborn, meconium aspiration syndrome, bronchiopulmonary dysplasia, trachent malacia, hypoplastic lung disease, cystic hygroma, near drowning
B21.	Suspect neuromuscular disorder	Abnormal motor screen or abnormal exam at NICU discharge, or test results that are suggestive of cerebral palsy or other neuromotor disorders

<b>CaCoon</b>		
<b>Developmental Risk Factors</b>		
B22.	Developmental Delay	Below average performance, including delays in cognitive, motor, communication and/or social skills; abnormal developmental screening results on a standardized developmental test, including children with behavioral concerns related to their delays.

<b>CaCoon Other</b>		
B90.	Other chronic conditions not listed	Other chronic health conditions, especially where family needs significant assistance accessing medical or other needed services.

**Clackamas County  
CY17 Activity Breakdown and Payment Schedule**

**Clackamas County** shall complete the following SPoCs:

CaCoon Activities 30%	SPoC Activities 70%	Total Contract 100%
\$18,600	\$43,400	\$62,000

Transition Age	3
Complex	3
Other	8
<b>Total SPoC</b>	<b>14</b>

Each SPoC developed will serve a unique child or youth and their family.  
Updates to SPoC are not included in the total number of SPoC

**This subcontract will be paid in two installments on the following schedule:**

	Direct Costs	Indirect Costs	Total Costs
The initial 60% of the awarded amount payable upon execution of this agreement on or after October 1, 2016.	\$33,480	\$3,720	\$37,200
The final 40% of the awarded amount upon receipt of Evaluation in July 2017	\$22,320	\$2,480	\$24,800
<b>Total Funding</b>	<b>\$55,800</b>	<b>\$6,200</b>	<b>\$62,000</b>

Subaward 1010488\_CLACKAMAS\_LHD

ATTACHMENT 6

OHA Subaward No. 143021 Applicable Terms and Conditions

## **REQUIRED FEDERAL TERMS AND CONDITIONS**

### **1. General Applicability and Compliance.**

Unless exempt under 45 Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Subrecipient shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Subaward Agreement, to Subrecipient, or to the Prime Award activities, or to any combination of the foregoing. For purposes of this Subaward Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

### **2. Miscellaneous Federal Provisions.**

Subrecipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Subaward Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Subaward Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of OHA Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Subaward Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

### **3. Equal Employment Opportunity.**

Subrecipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

### **4. Clean Air, Clean Water, EPA Regulations.**

Subrecipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.



### **5. Energy Efficiency.**

Subrecipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

### **6. Truth in Lobbying.**

By signing this Subaward Agreement, the Subrecipient certifies, to the best of the Subrecipient's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Subaward Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Subaward Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Subrecipient under this Subaward Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f. No part of any federal funds paid to Subrecipient under this Subaward Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Subrecipient under this Subaward Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

#### **7. Resource Conservation and Recovery.**

Subrecipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

#### **8. Audits.**

Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Subaward Agreement and applicable state or federal law.

If Subrecipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Subrecipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Subrecipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to PTE within 30 days of completion. If Subrecipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Subrecipient is exempt from Federal audit requirements for that year. Records must be available as provided in OHA Required Terms and Conditions, "Records Maintenance Access".

#### **9. Debarment and Suspension.**

Subrecipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

#### **10. Drug-Free Workplace.**

Subrecipient shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Subrecipient certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Subrecipient's workplace or while providing services to OHA Clients. Subrecipient's notice shall specify the actions that will be taken by Subrecipient against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Subrecipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Subaward Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Subaward Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify PTE within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by 41 U.S.C. 8104; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Subrecipient, or any of Subrecipient's employees, officers, agents or subcontractors may provide any service required under this Subaward Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Subrecipient or Subrecipient's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Subrecipient or Subrecipient's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Subaward Agreement.

#### **11. Pro-Children Act.**

Subrecipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

#### **12. Medicaid Services.**

Subrecipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as

the state or federal agency may from time to time request. 42 U.S.C. 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).

- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Subrecipient shall acknowledge Subrecipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Subaward Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

### **13. Agency-based Voter Registration.**

If applicable, Subrecipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

### **14. Disclosure.**

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.

- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- d. Subrecipient shall make the disclosures required by this Section to PTE. PTE reserves the right to take such action required by law, or where PTE has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

**15. Federal Intellectual Property Rights Notice.**

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Subaward Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Subrecipient agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to: (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

**OHA REQUIRED TERMS AND CONDITIONS**

- 1. **Governing Law, Consent to Jurisdiction.** This Subaward 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 the parties that arises from or relates to this Subaward Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Subaward Agreement.
- 2. **Compliance with Law.**

- a. Subrecipient shall comply with and require all subcontractors to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Subaward Agreement or to the delivery of services. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Subaward Agreement: (1) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (2) all state laws requiring reporting of Subrecipient client abuse; (3) ORS 659A.400 to 659A.409, ORS 659A.145, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Subaward Agreement and required by law to be so incorporated. All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
  - b. Subrecipient shall comply with the federal laws as set forth or incorporated, or both, in this Subaward Agreement and all other federal laws applicable to Subrecipient's performance under this Subaward Agreement as they may be adopted, amended or repealed from time to time.
3. Independent Contractors. The parties agree and acknowledge that their relationship is that of independent contracting parties and that Subrecipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. Representations and Warranties.
  - a. Subrecipient's Representations and Warranties. Subrecipient represents and warrants to PTE that:
    - i. Subrecipient has the power and authority to enter into and perform this Subaward Agreement;
    - ii. This Subaward Agreement, when executed and delivered, shall be a valid and binding obligation of Subrecipient enforceable in accordance with its terms;
    - iii. Subrecipient has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Subrecipient will apply that skill and knowledge with care and diligence to perform the Statement of Work in a professional manner and in accordance with standards prevalent in Subrecipient's industry, trade or profession;
    - iv. Subrecipient shall, at all times during the term of this Subaward Agreement, be qualified, professionally competent, and duly licensed to perform the Statement of Work; and
    - v. Subrecipient prepared its proposal related to this Subaward Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

- b. Warranties cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
5. Ownership of Work Product (Subaward 143021, Attachment B, Article 7). Subject to 37 CFR 401.14,
- a. Definitions. As used in this Section 5 the following terms have the meanings set forth below:
    - i. "Recipient Intellectual Property" means any intellectual property owned by Subrecipient and developed independently from the Statement of Work.
    - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than PTE or Subrecipient.
    - iii. "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Subrecipient is required to deliver to PTE pursuant to the Statement of Work.
  - b. Original Works. All Work Product created by Subrecipient pursuant to the Statement of Work, including derivative works and compilations, mid whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of Oregon Health Authority ("OHA"). PTE and Subrecipient agree that all Work Product is "work made for hire" of which OHA is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Statement of Work is not "work made for hire," Subrecipient hereby irrevocably assigns to OHA any and all of its rights, title, and interest in all original Work Product created pursuant to the Statement of Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon OHA's reasonable request, Subrecipient shall execute such further documents and instruments necessary to fully vest such rights in OHA. Subrecipient forever waives any and all rights relating to original Work Product created pursuant to the Statement of Work, 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.
  - c. In the event that Work Product is Recipient Intellectual Property, a derivative work based on Recipient Intellectual Property or a compilation that includes Recipient Intellectual Property, Subrecipient hereby grants to OHA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Recipient Intellectual Property and the pre-existing elements of the Recipient Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.
  - d. In the event that 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, Subrecipient shall secure on OHA's behalf and in the name of OHA an irrevocable, nonexclusive, 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

preexisting elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.

6. Insurance (Subaward 143021, Attachment B, Article 14). If Subrecipient is not a unit of the local government as defined in ORS 190.003, Subrecipient shall i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performing work under this Subaward Agreement, and ii) maintain the insurance in full force throughout the duration of this Subaward Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. Subrecipient is not authorized to begin work under this Subaward Agreement until the insurance is in full force. Subrecipient shall provide proof of such insurance as required under this Article 6 annually upon request by PTE. In no event shall Subrecipient continue to perform under this Subaward Agreement if Subrecipient is not in compliance with the insurance requirements.

Subrecipient:

- Has attached a copy of certificates of policies required under this section 6 as Attachment 7; or
- Certifies that Subrecipient is exempt from such requirements due to being a unit of the local government as defined in ORS 190.003.

REQUIRED INSURANCE:

1. Workers Compensation. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
2. "Tail" Coverage. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subrecipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subaward Agreement, for a minimum of 24 months following the later of: (i) the Subrecipient's completion and PTE's acceptance of all services required under the Subaward Agreement or, (ii) the expiration of all warranty periods provided under the Subaward Agreement. Notwithstanding the foregoing 24-month requirement, if the Subrecipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Subrecipient may request and OHA may grant approval, upon approval by OHA, of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Subrecipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
3. Notice of Cancellation or Change. The Subrecipient or its insurer must provide 30 days' written notice to PTE before cancellation of, material change to, potential



exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. Certificate(s) of Insurance. Subrecipient shall provide a certificate(s) of insurance for all required insurance before the contractor performs under the Subaward Agreement. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.
  
7. Records Maintenance; Access (Subaward 143021, Attachment B, Article 15). Subrecipient shall maintain all financial records relating to this Subaward Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Subaward Agreement in such a manner as to clearly document Subrecipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient whether in paper, electronic or other form, that are pertinent to this Subaward Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Subaward Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Subaward Agreement, whichever date is later. Subrecipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
  
8. Information Privacy/Security/Access (Subaward 143021, Attachment B, Article 16). If the Statement of Work performed under this Subaward Agreement requires Subrecipient or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Subrecipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Subrecipient shall comply and require all subcontractor(s) to which such access has been granted to comply with. OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
  
9. Assignment of Agreement, Successors in Interest (Subaward 143021, Attachment B, Article 18).
  - a. Subrecipient shall not assign nor transfer its interest in this Subaward Agreement without prior written approval of PTE. Any such assignment or transfer, if approved, is subject to such conditions and provisions as PTE may

deem necessary. No approval by PTE of any assignment or transfer of interest shall be deemed to create any obligation of PTE in addition to those set forth in the Subaward Agreement.

- b. The provisions of this Subaward Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. Subcontracts (Subaward 143021, Attachment B, Article 19). Subrecipient shall not enter into any subcontracts for any of the Statement of Work required by this Subaward Agreement without PTE's prior written consent. In addition to any other provisions PTE may require, Subrecipient shall include in any permitted subcontract under this Subaward Agreement provisions to ensure that OHA will receive the benefit of subcontractor performance as if the subcontractor were the Subrecipient with respect to all articles in this OHA Subaward No. 143021 Applicable Terms and Conditions attachment. PTE's consent to any subcontract shall not relieve Subrecipient of any of its duties or obligations under this Subaward Agreement.
11. No Third Party Beneficiaries (Subaward 143021, Attachment B, Article 20). PTE and Subrecipient are the only parties to this Subaward Agreement and are the only parties entitled to enforce its terms. The parties agree that Subrecipient's performance under this Subaward Agreement is solely for the benefit of PTE to assist and enable PTE to accomplish its statutory mission. Nothing in this Subaward Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Subaward Agreement.
12. Severability (Subaward 143021, Attachment B, Article 22). The parties agree that if any term or provision of this Subaward 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 Subaward Agreement did not contain the particular term or provision held to be invalid.
13. Survival (Subaward 143021, Attachment B, Article 23). Sections 1, 4, 5, 6, 7, 8, 11, 13 of the OHA Required Terms and Conditions in the OHA Subaward No. 143021 Applicable Terms and Conditions shall survive Subaward Agreement expiration or termination as well as those the provisions of this Subaward Agreement that by their context are meant to survive. Subaward Agreement expiration or termination shall not extinguish or prejudice PTE's right to enforce this Subaward Agreement with respect to any default by Subrecipient that has not been cured.
14. Indemnification by Subcontractors (Subaward 143021, Attachment B, Article 31). Subrecipient shall take all reasonable steps to cause its contractor(s), that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or

hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees of subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

July 20, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of amendment #11 for the Professional, Technical, & Personal Services Agreement with Oregon Community Health Information Network (OCHIN), Inc.,  
for Practice Management System Agreement for EPIC software.

<b>Purpose/Outcomes</b>	The agreement adds a software module for Clackamas County Behavioral Health Division integration to OCHIN/EPIC.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #11 increases the funding by \$620,840, for a new Contract maximum value of \$642,090.00.
<b>Funding Source</b>	Fee for services. No County General Funds are involved.
<b>Duration</b>	Effective upon signature and terminates on June 30, 2018
<b>Strategic Plan Alignment</b>	Provide specialty behavioral health services to clients and prospective clients diagnosed with mental health or substance use disorders so they can experience reduced distress and achieve their individual goals.
<b>Previous Board Action</b>	No Previous Board Actions
<b>Contact Person</b>	Deborah Cockrell, Health Centers Division Director – (503) 742-5495
<b>Contract No.</b>	192

**BACKGROUND:**

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of Amendment #11 of the master agreement with Oregon Community Health Information Network (OCHIN). Amendment #11 adds \$620,840 for the purchase of software modules bringing the contract maximum value to \$642,090.00. The Health Centers Division has partnered with OCHIN for the purpose of better serving Clackamas County Health Centers patients by providing access to a database system administered by OCHIN that will interface with EPIC enhancing access to patient records. Pricing of this engagement will be at a fixed rate. Pricing is determined by licensing requirements, technician visits and labor hours.

Amendment #11 is effective upon signature and continues through June 30, 2018.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services



A nonprofit health care innovation center designed to provide knowledge solutions that promote quality, affordable health care for all.

#192-11

**STATEMENT OF WORK (#3380)**

**Clackamas County Health Centers – Behavioral Health Clinics**

OCHIN, Inc. (“OCHIN”), and Clackamas County (“Clackamas County” or “Member”) are parties to a Services Agreement dated 9/13/2010 (the “MSA” or “Master Services Agreement”). This Statement of Work (SOW) is a Statement of Work governed by, and entered into pursuant to, such MSA.

**Service Name**

- Clackamas County Health Centers - Behavioral Health Clinics

**Modules included:**

- Registration
- Billing
- Scheduling
- EpicCare

**Specialties:**

- BH Specialty Navigator

**Interfaces:**

- None

**Training and go-live support:**

- Training is included in this statement of work. Trainings will occur as described in the completed, “SA10 Training Blueprint”

**JIRA:** OPT-2261

**Timeline**

Timeline is dependent on following items:

- SOW approval no later than June 20th 2017
- NOTE: The below does not reflect any reports that are deemed able to build – these will be decided upon with a timeline after team meeting

Milestone/Deliverable	Date	Responsible Party
Signed SOW	No Later Than 6/5/17	Member and OCHIN
Agreement on treatment of AOD patients – per meeting on May 30th	5/30/17	OCHIN will meet with Member to review the process and

		technical solution available per SAMSHA's 42CFR2 ruling
Completed Project Plan	No later than 6/20/17	OCHIN and Member
Build documentation	No Later Than 6/15/17	Member
Member procurement and installation of necessary equipment	No Later Than 6/30/17	Member
Department added to REL	No Later Than 7/28/17	OCHIN
User Acceptance Testing in REL	No Later Than 8/8/17	Member
Department added to PRD	No Later Than 8/25/17	OCHIN
Training	Per agreed to schedule to be completed by 9/15/17	OCHIN/Member
Implementation	Dress Rehearsal 9/18/19 and Go Live 9/19/19 with Go Live support through Noon 9/22/17	OCHIN/Member
Member Signoff	10/20/17	Member

**Contact(s):**

Organization	Name	Email
OCHIN	Abby Sears	searsa@ochin.org
OCHIN	Kim Klupenger	klupengerk@ochin.org
OCHIN	Matt Wheeler	wheelerm@ochin.org
Clackamas Co	James Wilson	jwilson2@co.clackamas.or.us

## Pricing and Terms

### Fees

Pricing of this engagement will be at a Fixed Rate. Pricing is determined by licensing requirements, estimated visits and labor hours for the new departments. Pricing for Report development and data

conversion will be done on a time and materials basis at a rate of \$110 per hour. Costs for report development and data conversion in the table below are estimated costs.

Description	Unit Cost	# Units	Cost
PM Visits	\$2.50	64,000	\$160,000
EMR Visits	\$4.00	64,000	\$256,000
Training	\$2,520	1	\$2,520
Cache License Packs	\$1,350	111	\$149,850
Clarity Designer Licenses	\$805	2	\$1,610
Clarity Scheduler Licenses	\$575	2	\$1,150
High Capacity Scanning Station Licenses	\$2,440	6	\$14,640
Indexing Only Licenses	\$711	10	\$7,110
Font Desk Scanning Licenses	\$1,500	12	\$18,000
Concurrent Viewing Licenses	\$462	15	\$6,930
Clearinghouse Management Fee (PM)	\$20	100	\$2,000
Data Conversion – Please see, “Attachment A)	\$110	40	Est. \$4,400
<b>Total Cost</b>			<b>\$620,840</b>
Report Development (PLACEHOLDER) pending further scoping	\$10,000	1	Est. \$10,000
Maintenance	Unit Cost	# Units	Cost
PM Visits	\$2.25	64,000	\$144,000
EMR Visits	\$1.60	64,000	\$102,400
Clarity Designer Licenses	\$264	2	\$528
Clarity Scheduler Licenses	\$156	2	\$312
High Capacity Scanning Station Licenses	\$249	6	\$1,494
Indexing Only Licenses	\$75	10	\$750
Font Desk Scanning Licenses	\$300	12	\$3,600
Concurrent Viewing Licenses	\$83	15	\$1,245
Medication Maintenance	\$100	100	\$10,000
Scanned Material Storage	\$750	1	\$750
<b>Total Annual Maintenance Cost</b>			<b>\$265,079</b>

**Pricing Notes:**

1. Pricing valid for 30 days unless otherwise noted.
2. All travel and travel related expenses for project staff will be billable to member at cost
3. All hardware including e-sig pads, printers and scanners are the responsibility of the Member to source – please see OCHIN hardware guide

4. License maintenance costs may change annually based upon Board of Directors direction and approval. Currently stated maintenance costs are based upon approved pricing to date.
5. Annual Maintenance fees are based on estimated annual visit volume, and will be billed based on monthly actuals at then current maintenance rates

**Travel Fees**

In addition to fees for services, all travel and travel related expenses shall be billable to client.

- Travel time outside the Portland Metropolitan Area shall be billable at 50% of the defined billable rate. Travel time will be billed at based on actual time spent traveling to and between locations.
- In addition to fees for services, all travel and travel related expenses shall be invoiced to client at cost. OCHINs policy for travel and lodging is to provide its staff standard GSA government per diem rates for meals and incidental expenses, and reimburse actual costs for travel and lodging.

**Payment Terms**

1. Member shall be responsible for all Fees as identified in this Statement of Work, and any Change Orders, as applicable.
2. Invoicing will occur as follows, due net thirty (30) days from the date of the invoice.

Payment Trigger	Description	Payment
Signed Statement of Work	50% of Development Cost	\$310,420
Delivery of Work Product	Remainder of Development Cost	Est. \$310,420
1 <sup>st</sup> Month Live	1/12 <sup>th</sup> of Annual Maintenance	Est. \$22,089.92

**Additional Terms**

1. Report Development will require additional scoping and be billed on a time and materials basis at a rate of \$110/hr. The \$10,000 in the, “Fees” section above is serving as a placeholder.
2. Current requested reports that are available through Reporting Workbench (RWB), Business Objects or Acure:
  - a. Caseload report
  - b. Billable time per clinician
  - c. Time stamp on closed encounters – Encounter Report
  - d. C-SSRS tracking – Synopsis Report
  - e. Assessments
  - f. Completed Encounters – Open/Closed Encounter report
  - g. Diagnosis used for client from clinical formulation – Assessment Report
  - h. Open BH episodes without MOTS completed – MOTS troubleshooting report
  - i. Cash receipt report – Many standard billing reports contain this information
3. Data conversion is in the scope of this SOW. Please see, “Attachment A”.





*A nonprofit health care innovation center  
designed to provide knowledge solutions  
that promote quality, affordable health  
care for all.*

**Signatures**

Signature is required to accept this SOW. By signing below, each party agrees to the proposed purchase and authorizes work to begin.

Clackamas County  
2051 Kaen Road STE357  
Oregon City, OR 97045

OCHIN, Inc.  
1881 SW Naito Parkway  
Portland, OR 97201

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

OCHIN, Inc.  
1881 SW Naito Parkway  
Portland, OR 97201

By: \_\_\_\_\_  
Authorized Signature

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

Title: \_\_\_\_\_

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

## **Attachment A - Data Conversion**

### **Service Name**

- Data Conversion
- Clackamas County wants to import data to support their behavioral health departments switching to using OCHIN Epic. This data is to include patient demographics, allergies, and medications that are brought over through a CCD import.

### **JIRA:**

### **Approach and Assumptions**

- Receive extracted data from source system. This should adhere to supplied specification documentation.
- Evaluate the patient load file with Patient Validator and flag potential twins or duplicate patients.
- Import patients to DEV.
- Import patient to REL.
- Member and QA team will review 50 patient records each in Epic REL.
- Import patients to PRD with enough time to support manual scheduling.
- Import updated patient list to DEV. – This is assuming that there will need to be two patient loads.
- Import allergies to DEV.
- Import CCDs to DEV.
- Import updated patients to REL.
- Import allergies to REL.
- Import CCDs to REL.
- Member and QA team will each review clinical data for 50 patients in Epic REL.
- Corrections will be made if needed.
- Updated patients, allergies and CCDs will be loaded to PRD.
- Member will verify that data in PRD is complete and has filed as expected.

## Deliverables & Timeline

Data provided can be matched to a patient and will be loaded in a coherent and consistent way into OCHIN Epic. Due to technical limitations some information may not be able to be matched or may not meet our standards to be loaded.

## Dependencies

- Create legacy ID type for Cerner MRN if needed.
- Provider records built.
- Standard department build completed.

Description	Start	End
Receive demographics - initial	7/14/17	7/14/17
Receive allergies	8/25/17	8/25/17
Receive CCDs (Medications)	8/25/17	8/25/17
Receive demographics - final	8/25/17	8/25/17
Build mirth channels	8/28/17	8/28/17
Ready for chronicles	8/28/17	8/28/17
<b>Patient load validation and feedback of high risk patients to member</b>	<b>7/17/17</b>	<b>7/17/17</b>
<b>Patient validation and feedback of high risk patients - final</b>	<b>8/28/17</b>	<b>8/28/17</b>
Load patients in DEV – initial	7/20/17	7/20/17
Load allergies in DEV	8/29/17	8/30/17
Load CCDs in DEV	8/29/17	8/30/17
Load patients in DEV - final	8/29/18	8/29/17
Technical review and load patients in REL	7/21/17	7/21/17
Load allergies in REL	8/31/17	8/31/17
Load CCDs in REL	8/31/17	8/31/17
Technical Review and load patients in REL - final	7/31/17	7/31/17
<b>REL/SUP QA of patient load</b>	<b>7/24/17</b>	<b>7/25/17</b>
UAT in REL and feedback to OCHIN for participants	7/26/17	7/26/17
Review of QA/UAT feedback and issue resolution for patients	7/26/17	7/26/17
<b>REL/SUP QA of clinical data</b>	<b>9/1/17</b>	<b>9/4/17</b>
UAT in REL and feedback to OCHIN for clinical data	9/1/17	9/11/17
Review of QA/UAT feedback and issue resolution for clinical data	9/11/17	9/11/17
Load patients in PRD - initial	7/27/17	7/27/17
Load patients in PRD - final	9/14/17	9/14/17

Load allergies in PRD	9/14/17	9/14/17
Load CCDs in PRD	9/14/17	9/14/17
Go-Live	9/19/17	9/19/17

\*These dates may be adjusted by mutual agreement between Member and OCHIN.

## Milestones

Milestone	Due Date	Responsible Party	Deliverable/dependency
Epic build complete	07/19/2017	OCHIN	Dependency
Receive patient extracts from member	07/14/2017	Member	Dependency
Receive updated extracts from member (Delta file for patients, and final files for clinical data.)	08/25/2017	Member	Dependency
Patient data ready for testing in REL	07/21/2017	OCHIN	Deliverable
Clinical data ready for testing in REL	08/31/2017	OCHIN	Deliverable
UAT review feedback submitted	09/11/2017	Member	Dependency
Data loaded to PRD	09/14/2017	OCHIN	Deliverable
Project closed	10/03/2017	OCHIN	

## Out of Scope

The following items are outside of the scope of this engagement:

- Extracts are final at time they are provided. Additional loads due to incomplete information will be out of scope for this project.
- Information that does not adhere to provided specifications will not be loaded.
- Additional requests to expand on what is imported or to add an additional data set would require a new statement of work. The scoping process for custom requests is detailed and usually has a queue.
- Modification to or loading/reloading of single patients is not supported. The documentation for these patients can be manually entered or scanned in.

- In the event that any systemic or widespread issues are identified, they will be corrected. Such issues and corrections should be reported and resolved during the stabilization period – 2 weeks post go live. After stabilization has been completed and a service area has been moved to maintenance, no further data conversion work will be completed without a new SOW.
- The following demographic items are out of scope and will not be imported:
  - a. Education level
  - b. Emergency contact
  - c. Referral source
  - d. Source of income
  - e. Responsible party

### Risks

- Potential for matching data to incorrect charts is always a risk of bringing in historic information.
- Providing data that does not meet specifications will slow down the conversion project and may result in renegotiating the timeline.
- Not receiving the data set extracts on time may impact the timeline.
- Not thoroughly completing the User Acceptance Testing may result in incorrect or invalid data being imported to Production Epic.

### **Contact(s):**

<b>Organization</b>	<b>Name</b>	<b>Email</b>
OCHIN	Kristen Lloyd Wolden	lloydk@ochin.org
OCHIN	Josh Wager	wagerj@ochin.org
OCHIN	Peter Trnavskis	trnavskisp@ochin.org
OCHIN	Darris Mishler	mishlerd@ochin.org
Clackamas Co	Robert Loos	rloos@co.clackamas.or.us

July 20, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Amendment to the Intergovernmental Agreements between participation cities and Clackamas County for requalification as an Urban County

<b>Purpose/ Outcome</b>	The purpose of each IGA and related amendment is to allow the Department of Housing and Urban Development (HUD) to use the population data from each participating city to calculate the allocations of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds that the County receives each year.
<b>Dollar Amount and Fiscal Impact</b>	The County receives an annual allocation of approximately \$2,000,000 of CDBG and \$750,000 of HOME funds. These allocations are directly tied to HUD's recognition of Clackamas County as an Urban County. Approval of the IGAs and Amendments by the Board is necessary for the County to maintain its Urban County status and to continue to receive its allocations of CDBG and HOME funds for FY2018-2020. No General funds are impacted.
<b>Funding Source</b>	HUD CDBG and HOME program funds
<b>Duration</b>	October 1, 2017 – September 30, 2020
<b>Previous Board Action/ Review</b>	None
<b>Strategic Plan Alignment</b>	1. Provide sustainable and affordable housing. 2. Ensure safe, healthy and sure communities.
<b>Contact Person</b>	Kevin Ko – Housing and Community Development: 503-655-8359
<b>Contract No.</b>	

**BACKGROUND:** In 1993, Clackamas County entered into Intergovernmental Agreements (IGAs) with the incorporated cities within Clackamas County to allow the County to receive Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds from HUD as an Urban County entitlement. The IGA allows the County to use each city's population data as a basis for HUD to calculate the amount of CDBG and HOME funds the County will receive annually. The IGA has an effective period of three years, and is automatically renewed unless a participating city informs the County and HUD in writing of its intention to opt out of the IGA. There are currently 15 participating cities: Barlow, Canby, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Rivergrove, Sandy, Tualatin, West Linn and Wilsonville. The IGAs are up for renewal for the FY 2018-2020 qualification period beginning October 1, 2017.

HUD is requiring that the IGAs include a new amendment that specifically prohibits a jurisdiction from selling, trading or transferring CDBG or HOME funds it receives from the County to another jurisdiction in exchange for any other funds. The Amendment to the IGA, a copy of the original IGA and a letter from the HCD Director explaining the IGA and the amendment was sent to each participating city in May 2017. At this time, 9 of the 15 participating cities have submitted signed amendments. We are anticipating that

the remaining cities will have their amendments signed and submitted within the next week. The County is required to return the fully executed amendments to HUD by July 24, 2017.

**RECOMMENDATION:** We recommend the approval for Clackamas County to requalify as an Urban County, and direct the H3S Director to sign the amendments and updated agreements with each participating city on behalf of the Board.

Respectfully submitted,

Richard Swift, Department Director  
Health, Housing and Human Services

## INTERGOVERNMENTAL AGREEMENT

### CLACKAMAS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PROGRAM YEARS 2018 - 2020

This Agreement is entered into between Clackamas County (COUNTY), a political subdivision of the State of Oregon, and the City of Happy Valley (CITY), a municipal corporation of the State of Oregon within Clackamas County, for the cooperation of units of local government under the authority of ORS 190.010.

The circumstances surrounding the making of this Agreement are as follows:

- A. The Congress of the United States has enacted the Housing and Community Development Act of 1974, as amended, and the Department of Housing and Urban Development has adopted regulations pursuant thereto (hereinafter jointly referred to as the "Act"); and
- B. The Congress has found and declared that the Nation's cities, towns, and small urban communities face critical social, economic, and environmental problems; and
- C. The Congress has further found and declared that the future welfare of the nation and the well-being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic, and political entities;
- D. The primary objective of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income.
- E. The CITY and the COUNTY desire to provide decent housing and a suitable living environment and to expand economic opportunities principally for persons of low and moderate income through Community Development Block Grant (CDBG) funding and the HOME Investment Partnership program pursuant to the Act.
- F. Title I of said Act provides that urban counties may, under some circumstances, receive Community Development Block Grant funds in the same manner as larger cities; and
- G. One of the criteria for urban county eligibility is a county population of at least 200,000, not including entitlement cities; and
- H. The COUNTY desires to count the population of the CITY in order to receive CDBG funds; and



1. The Department of Housing and Urban Development has specified the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility;

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

1. The CITY and the COUNTY agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.
2. The CITY authorizes the inclusion of its population for purposes of the Act; and joins together with other units of general local government to qualify the COUNTY as an urban county for Community Development Block Grant and HOME Investment Partnerships funds.
3. The COUNTY has final responsibility for selecting projects and annually filing Final Statements with HUD and assumes all other obligations of an applicant as specified in the Act and the regulations thereunder for Community Development Block Grant activities which will be funded from Federal Fiscal Years' 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds.
4. The COUNTY is prohibited from funding activities in or in support of the CITY if the CITY does not affirmatively further fair housing within its own jurisdiction or if it impedes the COUNTY's actions to comply with its fair housing certification.
5. Pursuant to 24 CFR 570.501(b) the CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.
6. For the purposes of developing the 5-Year Consolidated Plan and the Annual Action Plan as required by the Act, the CITY and the COUNTY agree to cooperate in the continuation of the presently established Policy Advisory Board which shall advise the COUNTY on program policies, priorities, and project selection.
7. The COUNTY and CITY agree to take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights

Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.

8. This agreement shall remain in full force and effect from September 4, 2017 through July 1, 2020, inclusive, provided that the COUNTY qualifies as an urban county under, and block grant funding is allocated to the COUNTY pursuant to, the Act.
9. This agreement will automatically be renewed at the end of the three-year qualification period, unless one of the following events occur: (1) changes to the agreement are required by HUD that would require the execution of a new agreement; (2) failure by either party to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as required; (3) the COUNTY or CITY provides written notice it elects not to participate in a new qualification period by the date specified in HUD's urban county qualification period. The COUNTY will notify the CITY in writing of its right to make an election not to participate in a new qualification period by the dates specified in HUD's urban county qualification notice for the next qualification period. This agreement also remains in effect with respect to all CDBG and HOME funds and income allocated during the three-year qualification period until such funds are expended and the funded activities completed.
10. The CITY may not apply for grants under the small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program;
11. The CITY may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.
12. The COUNTY and CITY may not terminate or withdraw from the agreement while it remains in effect.
13. The CITY has adopted and is enforcing:
  - A. a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - B. a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within the CITY.
14. The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

WITNESS WHEREOF, the undersigned parties have executed this Agreement this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_

CLACKAMAS COUNTY, OREGON

CITY OF HAPPY VALLEY

\_\_\_\_\_  
Richard Swift, Department Director  
Health, Housing and Human Services

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

In our opinion, the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and the agreement provides full legal authority for the COUNTY.

Reviewed as to Form:

\_\_\_\_\_  
Chris Storey, County Counsel

\_\_\_\_\_  
Date

## INTERGOVERNMENTAL AGREEMENT

### CLACKAMAS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PROGRAM YEARS 2018 - 2020

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The circumstances surrounding the making of this Agreement are as follows:

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- B. The Congress has found and declared that the Nation's cities, towns, and small urban communities face critical social, economic, and environmental problems; and
- C. The Congress has further found and declared that the future welfare of the nation and the well-being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic, and political entities;
- D. The primary objective of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income.
- E. The CITY and the COUNTY desire to provide decent housing and a suitable living environment and to expand economic opportunities principally for persons of low and moderate income through Community Development Block Grant (CDBG) funding and the HOME Investment Partnership program pursuant to the Act.
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1. The Department of Housing and Urban Development has specified the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility;

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2. The CITY authorizes the inclusion of its population for purposes of the Act; and joins together with other units of general local government to qualify the COUNTY as an urban county for Community Development Block Grant and HOME Investment Partnerships funds.
3. The COUNTY has final responsibility for selecting projects and annually filing Final Statements with HUD and assumes all other obligations of an applicant as specified in the Act and the regulations thereunder for Community Development Block Grant activities which will be funded from Federal Fiscal Years' 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds.
4. The COUNTY is prohibited from funding activities in or in support of the CITY if the CITY does not affirmatively further fair housing within its own jurisdiction or if it impedes the COUNTY's actions to comply with its fair housing certification.
5. Pursuant to 24 CFR 570.501(b) the CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.
6. For the purposes of developing the 5-Year Consolidated Plan and the Annual Action Plan as required by the Act, the CITY and the COUNTY agree to cooperate in the continuation of the presently established Policy Advisory Board which shall advise the COUNTY on program policies, priorities, and project selection.
7. The COUNTY and CITY agree to take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights

Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.

8. This agreement shall remain in full force and effect from September 4, 2017 through July 1, 2020, inclusive, provided that the COUNTY qualifies as an urban county under, and block grant funding is allocated to the COUNTY pursuant to, the Act.
9. This agreement will automatically be renewed at the end of the three-year qualification period, unless one of the following events occur: (1) changes to the agreement are required by HUD that would require the execution of a new agreement; (2) failure by either party to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as required; (3) the COUNTY or CITY provides written notice it elects not to participate in a new qualification period by the date specified in HUD's urban county qualification period. The COUNTY will notify the CITY in writing of its right to make an election not to participate in a new qualification period by the dates specified in HUD's urban county qualification notice for the next qualification period. This agreement also remains in effect with respect to all CDBG and HOME funds and income allocated during the three-year qualification period until such funds are expended and the funded activities completed.
10. The CITY may not apply for grants under the small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program;
11. The CITY may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.
12. The COUNTY and CITY may not terminate or withdraw from the agreement while it remains in effect.
13. The CITY has adopted and is enforcing:
  - A. a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - B. a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within the CITY.
14. The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

WITNESS WHEREOF, the undersigned parties have executed this Agreement this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_

CLACKAMAS COUNTY, OREGON

CITY OF HAPPY VALLEY

\_\_\_\_\_  
Richard Swift, Department Director  
Health, Housing and Human Services

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

In our opinion, the terms and provisions of this Intergovernmental Agreement are fully  
authorized under State and local law, and the agreement provides full legal authority for the  
COUNTY.

Reviewed as to Form:

\_\_\_\_\_  
Chris Storey, County Counsel

\_\_\_\_\_  
Date

## INTERGOVERNMENTAL AGREEMENT

### CLACKAMAS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PROGRAM YEARS 2018 - 2020

This Agreement is entered into between Clackamas County (COUNTY), a political subdivision of the State of Oregon, and the City of Happy Valley (CITY), a municipal corporation of the State of Oregon within Clackamas County, for the cooperation of units of local government under the authority of ORS 190.010.

The circumstances surrounding the making of this Agreement are as follows:

- A. The Congress of the United States has enacted the Housing and Community Development Act of 1974, as amended, and the Department of Housing and Urban Development has adopted regulations pursuant thereto (hereinafter jointly referred to as the "Act"); and
- B. The Congress has found and declared that the Nation's cities, towns, and small urban communities face critical social, economic, and environmental problems; and
- C. The Congress has further found and declared that the future welfare of the nation and the well-being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic, and political entities;
- D. The primary objective of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income.
- E. The CITY and the COUNTY desire to provide decent housing and a suitable living environment and to expand economic opportunities principally for persons of low and moderate income through Community Development Block Grant (CDBG) funding and the HOME Investment Partnership program pursuant to the Act.
- F. Title I of said Act provides that urban counties may, under some circumstances, receive Community Development Block Grant funds in the same manner as larger cities; and
- G. One of the criteria for urban county eligibility is a county population of at least 200,000, not including entitlement cities; and
- H. The COUNTY desires to count the population of the CITY in order to receive CDBG funds; and



1. The Department of Housing and Urban Development has specified the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility;

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

1. The CITY and the COUNTY agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.
2. The CITY authorizes the inclusion of its population for purposes of the Act; and joins together with other units of general local government to qualify the COUNTY as an urban county for Community Development Block Grant and HOME Investment Partnerships funds.
3. The COUNTY has final responsibility for selecting projects and annually filing Final Statements with HUD and assumes all other obligations of an applicant as specified in the Act and the regulations thereunder for Community Development Block Grant activities which will be funded from Federal Fiscal Years' 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds.
4. The COUNTY is prohibited from funding activities in or in support of the CITY if the CITY does not affirmatively further fair housing within its own jurisdiction or if it impedes the COUNTY's actions to comply with its fair housing certification.
5. Pursuant to 24 CFR 570.501(b) the CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.
6. For the purposes of developing the 5-Year Consolidated Plan and the Annual Action Plan as required by the Act, the CITY and the COUNTY agree to cooperate in the continuation of the presently established Policy Advisory Board which shall advise the COUNTY on program policies, priorities, and project selection.
7. The COUNTY and CITY agree to take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights

Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.

8. This agreement shall remain in full force and effect from September 4, 2017 through July 1, 2020, inclusive, provided that the COUNTY qualifies as an urban county under, and block grant funding is allocated to the COUNTY pursuant to, the Act.
9. This agreement will automatically be renewed at the end of the three-year qualification period, unless one of the following events occur: (1) changes to the agreement are required by HUD that would require the execution of a new agreement; (2) failure by either party to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as required; (3) the COUNTY or CITY provides written notice it elects not to participate in a new qualification period by the date specified in HUD's urban county qualification period. The COUNTY will notify the CITY in writing of its right to make an election not to participate in a new qualification period by the dates specified in HUD's urban county qualification notice for the next qualification period.  
This agreement also remains in effect with respect to all CDBG and HOME funds and income allocated during the three-year qualification period until such funds are expended and the funded activities completed.
10. The CITY may not apply for grants under the small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program;
11. The CITY may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.
12. The COUNTY and CITY may not terminate or withdraw from the agreement while it remains in effect.
13. The CITY has adopted and is enforcing:
  - A. a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - B. a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within the CITY.
14. The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

..

WITNESS WHEREOF, the undersigned parties have executed this Agreement this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_

CLACKAMAS COUNTY, OREGON

CITY OF HAPPY VALLEY

\_\_\_\_\_  
Richard Swift, Department Director  
Health, Housing and Human Services

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

In our opinion, the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and the agreement provides full legal authority for the COUNTY.

Reviewed as to Form:

\_\_\_\_\_  
Chris Storey, County Counsel

\_\_\_\_\_  
Date

**AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY  
DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES  
COMMUNITY DEVELOPMENT DIVISION  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
AND  
THE CITY OF LAKE OSWEGO**

Amendment Requested by: Clackamas County

Changes:       Scope of Work                       Contract Budget  
                   Contract Time                        Other

Justification for Amendment No.1:

An agreement was signed in 1993 between Clackamas County (COUNTY) and the City of Lake Oswego (CITY) for the cooperation of units of local government under the authority of ORS 190.010 for the purpose of establishing an urban county to qualify for federal Community Development Block Grant (CDBG) and HOME low-income housing grant funds (Agreement).

The Department of Housing and Urban Development has added to the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility.

The 1993 Agreement is automatically renewed every 3 years and has a provision for amendments. The underlined text listed below is added to the Agreement.

No County General funds are involved in this Agreement.

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The 1993 Agreement is amended to add a new Section 14 which reads:

14. The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

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**CITY OF LAKE OSWEGO**

**CLACKAMAS COUNTY**

Chair Jim Bernard  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

Signing on Behalf of the Board.

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City Manager/Administrator

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Richard Swift, Director  
Health, Housing & Human Services  
Department

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Date

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Date

In our opinion, the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and the agreement provides full legal authority for the COUNTY.

Reviewed as to Form:

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Chris Storey, County Counsel

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Date

**AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY  
DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES  
COMMUNITY DEVELOPMENT DIVISION  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
AND  
THE CITY OF MILWAUKIE**

Amendment Requested by: Clackamas County

Changes:       Scope of Work                       Contract Budget  
                   Contract Time                          Other

Justification for Amendment No.1:

An agreement was signed in 1993 between Clackamas County (COUNTY) and the City of Milwaukie (CITY) for the cooperation of units of local government under the authority of ORS 190.010 for the purpose of establishing an urban county to qualify for federal Community Development Block Grant (CDBG) and HOME low-income housing grant funds (Agreement).

The Department of Housing and Urban Development has added to the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility.

The 1993 Agreement is automatically renewed every 3 years and has a provision for amendments. The underlined text listed below is added to the Agreement.

No County General funds are involved in this Agreement.

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**CITY OF MILWAUKIE**

**CLACKAMAS COUNTY**

Chair Jim Bernard  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

Signing on Behalf of the Board.

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City Manager/Administrator

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Richard Swift, Director  
Health, Housing & Human Services  
Department

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Date

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Date

In our opinion, the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and the agreement provides full legal authority for the COUNTY.

Reviewed as to Form:

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Chris Storey, County Counsel

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Date

**AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY  
DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES  
COMMUNITY DEVELOPMENT DIVISION  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
AND  
THE CITY OF MOLALLA**

Amendment Requested by: Clackamas County

Changes:       Scope of Work                       Contract Budget  
                  Contract Time                       Other

Justification for Amendment No.1:

An agreement was signed in 1993 between Clackamas County (COUNTY) and the City of Molalla (CITY) for the cooperation of units of local government under the authority of ORS 190.010 for the purpose of establishing an urban county to qualify for federal Community Development Block Grant (CDBG) and HOME low-income housing grant funds (Agreement).

The Department of Housing and Urban Development has added to the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility.

The 1993 Agreement is automatically renewed every 3 years and has a provision for amendments. The underlined text listed below is added to the Agreement.

No County General funds are involved in this Agreement.

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The 1993 Agreement is amended to add a new Section 14 which reads:

14. The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

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**CITY OF MOLALLA**

**CLACKAMAS COUNTY**

Chair Jim Bernard  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

Signing on Behalf of the Board.

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City Manager/Administrator

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Richard Swift, Director  
Health, Housing & Human Services  
Department

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Date

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Date

In our opinion, the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and the agreement provides full legal authority for the COUNTY.

Reviewed as to Form:

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Chris Storey, County Counsel

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Date

**AMENDMENT TO**  
**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**CLACKAMAS COUNTY**  
**DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES**  
**COMMUNITY DEVELOPMENT DIVISION**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**AND**  
**THE CITY OF OREGON CITY**

Amendment Requested by: Clackamas County

Changes:       Scope of Work                       Contract Budget  
                   Contract Time                        Other

Justification for Amendment No.1:

An agreement was signed in 1993 between Clackamas County (COUNTY) and the City of Oregon City (CITY) for the cooperation of units of local government under the authority of ORS 190.010 for the purpose of establishing an urban county to qualify for federal Community Development Block Grant (CDBG) and HOME low-income housing grant funds (Agreement).

The Department of Housing and Urban Development has added to the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility.

The 1993 Agreement is automatically renewed every 3 years and has a provision for amendments. The underlined text listed below is added to the Agreement.

No County General funds are involved in this Agreement.

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The 1993 Agreement is amended to add a new Section 14 which reads:

14. The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

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**CITY OF OREGON CITY**

**CLACKAMAS COUNTY**

Chair Jim Bernard  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

Signing on Behalf of the Board.

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City Manager/Administrator

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Richard Swift, Director  
Health, Housing & Human Services  
Department

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Date

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Date

In our opinion, the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and the agreement provides full legal authority for the COUNTY.

Reviewed as to Form:

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Chris Storey, County Counsel

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Date

**AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY  
DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES  
COMMUNITY DEVELOPMENT DIVISION  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
AND  
THE CITY OF RIVERGROVE**

Amendment Requested by: Clackamas County

Changes:       Scope of Work                       Contract Budget  
                  Contract Time                       Other

Justification for Amendment No.1:

An agreement was signed in 1993 between Clackamas County (COUNTY) and the City of Rivergrove (CITY) for the cooperation of units of local government under the authority of ORS 190.010 for the purpose of establishing an urban county to qualify for federal Community Development Block Grant (CDBG) and HOME low-income housing grant funds (Agreement).

The Department of Housing and Urban Development has added to the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility.

The 1993 Agreement is automatically renewed every 3 years and has a provision for amendments. The underlined text listed below is added to the Agreement.

No County General funds are involved in this Agreement.

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The 1993 Agreement is amended to add a new Section 14 which reads:

14. The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

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**CITY OF RIVERGROVE**

**CLACKAMAS COUNTY**

Chair Jim Bernard  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

Signing on Behalf of the Board.

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City Manager/Administrator

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Richard Swift, Director  
Health, Housing & Human Services  
Department

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Date

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Date

In our opinion, the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and the agreement provides full legal authority for the COUNTY.

Reviewed as to Form:

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Chris Storey, County Counsel

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Date

**AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY  
DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES  
COMMUNITY DEVELOPMENT DIVISION  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
AND  
THE CITY OF SANDY**

Amendment Requested by: Clackamas County

Changes:       Scope of Work                       Contract Budget  
                  Contract Time                       Other

Justification for Amendment No.1:

An agreement was signed in 1993 between Clackamas County (COUNTY) and the City of Sandy (CITY) for the cooperation of units of local government under the authority of ORS 190.010 for the purpose of establishing an urban county to qualify for federal Community Development Block Grant (CDBG) and HOME low-income housing grant funds (Agreement).

The Department of Housing and Urban Development has added to the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility.

The 1993 Agreement is automatically renewed every 3 years and has a provision for amendments. The underlined text listed below is added to the Agreement.

No County General funds are involved in this Agreement.

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The 1993 Agreement is amended to add a new Section 14 which reads:

14. The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

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**CITY OF SANDY**

**CLACKAMAS COUNTY**

Chair Jim Bernard  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

Signing on Behalf of the Board.

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City Manager/Administrator

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Richard Swift, Director  
Health, Housing & Human Services  
Department

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Date

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Date

In our opinion, the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and the agreement provides full legal authority for the COUNTY.

Reviewed as to Form:

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Chris Storey, County Counsel

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Date

**AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY  
DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES  
COMMUNITY DEVELOPMENT DIVISION  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
AND  
THE CITY OF TUALATIN**

Amendment Requested by: Clackamas County

Changes:       Scope of Work                       Contract Budget  
                   Contract Time                         Other

Justification for Amendment No.1:

An agreement was signed in 1993 between Clackamas County (COUNTY) and the City of Tualatin (CITY) for the cooperation of units of local government under the authority of ORS 190.010 for the purpose of establishing an urban county to qualify for federal Community Development Block Grant (CDBG) and HOME low-income housing grant funds (Agreement).

The Department of Housing and Urban Development has added to the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility.

The 1993 Agreement is automatically renewed every 3 years and has a provision for amendments. The underlined text listed below is added to the Agreement.

No County General funds are involved in this Agreement.

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The 1993 Agreement is amended to add a new Section 14 which reads:

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**CITY OF TUALATIN**

**CLACKAMAS COUNTY**

Chair Jim Bernard  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

Signing on Behalf of the Board.

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City Manager/Administrator

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Richard Swift, Director  
Health, Housing & Human Services  
Department

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Date

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Date

In our opinion, the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and the agreement provides full legal authority for the COUNTY.

Reviewed as to Form:

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Chris Storey, County Counsel

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Date

**AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY  
DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES  
COMMUNITY DEVELOPMENT DIVISION  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
AND  
THE CITY OF WEST LINN**

Amendment Requested by: Clackamas County

Changes:       Scope of Work                       Contract Budget  
                   Contract Time                          Other

Justification for Amendment No.1:

An agreement was signed in 1993 between Clackamas County (COUNTY) and the City of West Linn (CITY) for the cooperation of units of local government under the authority of ORS 190.010 for the purpose of establishing an urban county to qualify for federal Community Development Block Grant (CDBG) and HOME low-income housing grant funds (Agreement).

The Department of Housing and Urban Development has added to the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility.

The 1993 Agreement is automatically renewed every 3 years and has a provision for amendments. The underlined text listed below is added to the Agreement.

No County General funds are involved in this Agreement.

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The 1993 Agreement is amended to add a new Section 14 which reads:

14. The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

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**CITY OF WEST LINN**

**CLACKAMAS COUNTY**

Chair Jim Bernard  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

Signing on Behalf of the Board.

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City Manager/Administrator

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Richard Swift, Director  
Health, Housing & Human Services  
Department

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Date

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Date

In our opinion, the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and the agreement provides full legal authority for the COUNTY.

Reviewed as to Form:

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Chris Storey, County Counsel

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Date

**AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY  
DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES  
COMMUNITY DEVELOPMENT DIVISION  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
AND  
THE CITY OF WILSONVILLE**

Amendment Requested by: Clackamas County

Changes:       Scope of Work                       Contract Budget  
                   Contract Time                          Other

Justification for Amendment No.1:

An agreement was signed in 1993 between Clackamas County (COUNTY) and the City of Wilsonville (CITY) for the cooperation of units of local government under the authority of ORS 190.010 for the purpose of establishing an urban county to qualify for federal Community Development Block Grant (CDBG) and HOME low-income housing grant funds (Agreement).

The Department of Housing and Urban Development has added to the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility.

The 1993 Agreement is automatically renewed every 3 years and has a provision for amendments. The underlined text listed below is added to the Agreement.

No County General funds are involved in this Agreement.

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14. The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

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**CITY OF WILSONVILLE**

**CLACKAMAS COUNTY**

Chair Jim Bernard  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

Signing on Behalf of the Board.

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City Manager/Administrator

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Richard Swift, Director  
Health, Housing & Human Services  
Department

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Date

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Date

In our opinion, the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and the agreement provides full legal authority for the COUNTY.

Reviewed as to Form:

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Chris Storey, County Counsel

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Date

July 20, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with  
the State of Oregon, Housing and Community Services Department to administer  
Community Resource Division Funds

<b>Purpose/Outcomes</b>	This agreement provides funds for a variety of Social Services programs in Clackamas as described below.
<b>Dollar Amount and Fiscal Impact</b>	This is a revenue agreement with a current value of \$7,510,779 for the biennium.
<b>Funding Source</b>	State of Oregon, Housing and Community Services Department, Community Resources Division. No County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	July 1, 2017 through June 30, 2019
<b>Previous Board Action</b>	The previous agreement was approved by the Board of County Commissioners on August 15, 2015 - agenda item 081315-A4.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.</li> <li>2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503)655-8641
<b>Contract No.</b>	8395

**BACKGROUND:**

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement renewal with the State of Oregon, Housing and Community Services Department (OHCS) to administer Community Resource Division (CRD) funds for a variety of SSD programs.

OHCS is Oregon's housing finance agency providing financial and program support to create and preserve opportunities for quality, affordable housing for Oregonians of lower and moderate income. OHCS was created in 1991 when the legislature merged the Oregon Housing Agency with State Community Services. The coordination between housing and services creates a continuum of programs that can assist and empower lower income individuals and families in their efforts to become self-reliant. OHCS administers Federal and State antipoverty, homeless, energy assistance, and community services programs.

To continue receiving these funds, Community Action agencies are required to conduct a planning process that assesses the local needs of low income people as established by ORS 458.505. The results of the process are apparent in design and implementation of our local programs through relevant CRD Work Plans that are written by SSD staff and submitted to OHCS for approval.

*Healthy Families. Strong Communities.*

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

[www.clackamas.us](http://www.clackamas.us)

The planning process will result in an executed agreement referred to as the Master Grant Agreement (MGA). The MGA will cover the period from July 1, 2017 through June 30, 2019.

The program and funding components included in the MGA are as follows:

Community Services Block Grant (CSBG): Federal funds designed to provide services to low income individuals including frail, elderly, and disabled citizens.

State Homeless Assistance Program (SHAP): State of Oregon general funds designed to provide support to emergency shelter programs. In Clackamas County, these funds purchase shelter space at two emergency shelters: a shelter for survivors of domestic violence and their children operated by Clackamas Women's Services; and a shelter for families with children, the Annie Ross House, operated by Northwest Housing Alternatives, Inc.

Emergency Housing Assistance Program (EHA): State of Oregon general funds designed to provide housing and shelter related activities with their primary focus being a permanent solution to housing needs. Programs funded by this source include support to the Clackamas County emergency shelters, housing related information and referral services, case management services to low income households, and shelter services to homeless youth.

Emergency Housing Assistance Program – Veterans: State of Oregon general funds designed to support homeless veterans. The funds provide homeless and low-income housing services and access to the County Veteran's Service Office that includes two halftime Homeless Veteran Outreach Specialists.

Elderly Rental Assistance Program (ERA): State of Oregon general funds designed to assist with the cost of rental housing for very low-income households that are homeless, at risk of homelessness, or unstably housed, where at least one household member is 58 years or older. These funds provide rental and financial assistance, supportive-in home services, and case management.

Housing Stabilization Program (HSP): State of Oregon general funds designed to assist programs which secure stable housing for chronically homeless clients served by the State of Oregon, Department of Human Resources, Adult and Family Services Division. Program activities will focus on establishing clean credit histories, facilitating client understanding of resident and landlord rights and obligations, and money management skills.

Low Income Rental Housing Funds (LIHRF): State of Oregon general funds designed to provide short-term rental assistance to very low-income households who are in danger of losing their rental units because of involuntary hardship or homelessness. Programs supported by this source include Bridges to Housing (B2H) permanent housing program.

Low Income Home Energy Assistance Program (LIHEAP): Federal funds designed to assist low-income households with emphasis on elderly and disabled persons with unpaid winter utility bills.

Oregon Energy Assistance Program (OEAP): Portland General Electric (PGE) generated funds designed to assist low-income households with assistance payments directed toward their PGE bills.

Low Income Home Energy Assistance Weatherization Program and Department of Energy Weatherization Program (WX): These programs will be operated directly by the County's Weatherization program.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services Department



# STATE OF OREGON

## HOUSING AND COMMUNITY SERVICES DEPARTMENT

### 2017-2019 MASTER GRANT AGREEMENT #4498

#### INTRODUCTION

This 2017-2019 Master Grant Agreement #4498 (this “**Agreement**”) is made and entered into by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, together with its successors and assigns (“**OHCS**” or “**Department**”) and Clackamas County acting by and through its Health, Housing and Human Services Department, hereafter referred to as, (“**Subgrantee**”).

#### RECITALS

- A. Oregon Revised Statutes (“ORS”) chapters 456 and 458, *inter alia*, authorize the Department to collaborate and cooperate with Community Action Agencies and other appropriate entities as a delivery system in providing certain federal and State antipoverty (“**Community Services**”) programs throughout the State.
- B. The Department receives and disburses applicable funds to Community Action Agency and other appropriate entity subgrantees in order to accomplish the purposes of its Community Services programs.
- C. Subgrantee is a qualified entity, which has demonstrated its capacity and desire to utilize Community Services program funds identified herein (the “**Grant**”) to administer Community Services programs identified in this Agreement (“**Program Elements**”) in accordance with the terms and conditions of this Agreement, including applicable federal statutes and regulations, applicable State statutes, applicable OHCS and other administrative rules, manuals, and orders, as well as applicable local codes, ordinances (all of the foregoing, including as amended from time to time, the “**Program Requirements**”).
- D. OHCS is willing to provide Grant funding to Subgrantee pursuant to the terms of this Agreement, including applicable Program Requirements and Subgrantee’s Work Plan as accepted by OHCS, to accomplish relevant aspects of the incorporated Program Elements.

#### AGREEMENT

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

- 1. **Incorporation of Recitals.** The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals shall not be deemed to modify the express provisions hereinafter set forth.
- 2. **Effective Date and Duration.** This Agreement shall become effective **July 1, 2017**. Unless terminated earlier in accordance with its terms, or extended for time with a written amendment signed by both parties, this Agreement shall terminate on **June 30, 2019**.
- 3. **Consideration.** There is no guarantee of funding under this Agreement. The Grant funds available to Subgrantee under this Agreement are contingent on OHCS receiving applicable federal awards and state funds, OHCS having continued funding, appropriation, limitation, allotment, or other expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement, and conditioned upon the terms and conditions of this Agreement. Applicable Grant funds may be allocated by OHCS to Subgrantee upon availability to OHCS through the Notice of Allocation process, as later defined in this Agreement. Allocations will be made by OHCS in accordance with this Agreement, including the Notice of Allocation process..
- 4. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents that are listed

**STATE OF OREGON**

**HOUSING AND COMMUNITY SERVICES DEPARTMENT**

**2017-2019 MASTER GRANT AGREEMENT #4498**

in descending order of precedence:

- This Agreement less all Exhibits and Attachments
- Exhibit A - Definitions;
  - Work Plan Attachments (as applicable)
- Exhibit B - Standard Terms and Conditions
- Exhibit C – Special Provisions
- Exhibit D - Federal Assurances
- Exhibit E - Oregon State Historic Preservation Office Agreement
- Exhibit F – Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

All of the foregoing Exhibits are attached hereto and incorporated herein by this reference

**5. CERTIFICATIONS AND SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE.**

**THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF SUBGRANTEE.**

The undersigned certifies under penalty of perjury both individually and on behalf of Subgrantee that:

A. The undersigned is a duly authorized representative of Subgrantee, has been authorized by Subgrantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subgrantee;

B. By signature on this Agreement for Subgrantee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Subgrantee and that Subgrantee is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

C. To the best of the undersigned’s knowledge, Subgrantee 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.

D. Subgrantee and Subgrantee’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>; and

E. Subgrantee is bound by and will comply with all requirements, terms and conditions contained in this Agreement.

Subgrantee (print Subgrantee’s name): Clackamas County

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

Name (print): Richard Swift Title: H3S Director

Contact Telephone Number: 503-650-5604 Contact Fax Number: 503-655-8677

Contact E-Mail Address: rswift@clackamas.us

**STATE OF OREGON**  
**HOUSING AND COMMUNITY SERVICES DEPARTMENT**  
**2017-2019 MASTER GRANT AGREEMENT #4498**

Subgrantee Address: PO Box 2950 Oregon City, OR 97045

Contact Person (Type or Print): Brenda Durbin

Contact Telephone Number: 503-655-8641 Contact Fax Number: 503-650-5722

Contact E-Mail Address: brendadur@clackamas.us

Hours of Operation: Monday - Thursday 7 AM - 6 PM

DUNS #: 096992656 Secretary of State Business Registry #: \_\_\_\_\_

Fiscal Contact Name: Jennifer Snook Title: Administrative Analyst

Phone #: 503-655-8760

**6. SIGNATURE OF STATE'S AUTHORIZED REPRESENTATIVE.**

State of Oregon acting by and through its  
Housing and Community Services Department  
725 Summer Street NE Suite B, Salem, OR 97301

Authorized Signature: \_\_\_\_\_  
Margaret Solle Salazar, Director or designee Date

Agency Contact Person: Claire Seguin

Contact Telephone Number: 503-986-6758

Fax Number: 503-986-6745

E-Mail Address: [Claire.Seguin@oregon.gov](mailto:Claire.Seguin@oregon.gov)

**DEPARTMENT OF JUSTICE**

Approved for Legal Sufficiency by: AAG Dee Kevin Carlson Date: by email on May 21, 2017

*(The remainder of this page is intentionally left blank.)*

July 20, 2017

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Professional Services Agreement amendment #1 with Folk Time, Inc. for Peer Support Services at the Riverstone Crisis Clinic for the Safety Net Program

<b>Purpose/Outcomes</b>	To provide peer support services at the Riverstone Crisis Clinic for the Safety Net Program.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #1 adds \$102,708.50 in additional funds, bringing the maximum contract value to \$308,125.50
<b>Funding Source</b>	Oregon Health Authority - no County General Funds are involved.
<b>Duration</b>	Effective upon signature and terminates on December 31, 2017
<b>Previous Board Action</b>	The Board last reviewed and approved this agreement on September 29, 2016, Agenda item 092916-A4
<b>Strategic Plan Alignment</b>	1. Increase self-sufficiency for our clients. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director, Behavioral Health Division 503-742-5305
<b>Contract No.</b>	7779

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of amendment #1 to Professional Services Agreement with Folk-Time, Inc. for peer support services to consumers at the Riverstone Crisis Clinic for the Safety Net Program. Peer support services are provided directly to consumers of County Behavioral Health services in the crisis clinic (Riverstone) working in collaboration with County service teams. The Behavioral Health Division has partnered with Folk Time, Inc. for behavioral health services since 2010. This contract is a continuation of these services.

This amendment effective upon signature and continues through December 31, 2017 with a funding increase of \$102,708.50 to provide an additional 6 months of service. This brings the maximum compensation for this agreement to \$308,125.50.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services

# Contract Amendment

## Health, Housing and Human Services Department

H3S Contract Number: 7779

Board Agenda Number: 092916-A4  
and date: 09/29/16

Division: Behavioral Health

Amendment No. 1

Contractor: Folk-Time, Inc.

Amendment Requested By: Mary Rumbaugh, Director

Changes:       Scope of Services  
                  Contract Term

Contract Budget/Compensation  
 Other\_\_\_\_\_

### **Justification for Amendment:**

This contract provides peer support services at the Clackamas County walk in crisis center working with County teams that support the Clackamas County Sheriff's Office.

This amendment extends the term of this agreement for 6 months and adds funds to the compensation.

Maximum compensation reflected in Exhibit C of the contract is increased by \$102,708.50 bringing the maximum compensation for this contract to \$308,125.50 This amendment is effective **upon signature** and continues through **December 31, 2017**.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "**bold/italic**" font for easy reference.

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### **AMEND:**

#### **2.0 Term**

Services provided under the terms of this agreement shall commence **July 1, 2016** and shall terminate **June 30, 2017** unless terminated earlier by one or both parties as provided for in paragraph 6.0.

#### **3.0 Compensation and Fiscal Records**

3.1 Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in Exhibit A as follows:

Maximum payment to CONTRACTOR for the term of this agreement shall not exceed **\$205,417.00**

### **TO READ:**

#### **2.0 Term**

Services provided under the terms of this agreement shall commence **July 1, 2016** and shall terminate **December 31, 2017** unless terminated earlier by one or both parties as provided for in paragraph 6.0.

**Folk Time, Inc.**

Professional Services Agreement – Amendment # 1


Page 3 of 3

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

**FOLK TIME, INC.**

By:

  
~~Michele White / Director of Operations~~  
Dawn Coleman / Interim Executive Director  
7/5/17

Date

232 SE 80<sup>th</sup> Avenue

Street Address

Portland, Oregon 97215

City/State/Zip

(503) 238-6428 / (503) 238-3986

Phone

/ Fax

**CLACKAMAS COUNTY**

Commissioner Jim Bernard, Chair

Commissioner Sonya Fischer

Commissioner Ken Humberston

Commissioner Paul Savas

Commissioner Martha Schrader

**Signing on Behalf of the Board:**

Richard Swift, Director

Health, Housing and Human Services Department

Date

July 20, 2017

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Professional Services Agreement amendment #1 with Folk Time, Inc. for Peer Support Services for the Clackamas County Sheriff's Office Behavioral Health Unit

<b>Purpose/Outcomes</b>	To provide peer support services at the Centerstone Crisis Clinic for the Clackamas County Sheriff's Office/Behavioral Health Unit. (CCSO-BHU)
<b>Dollar Amount and Fiscal Impact</b>	Amendment #1 adds \$73,845.50 in additional funds, bringing the maximum contract value to \$221,537.50
<b>Funding Source</b>	Oregon Health Authority - no County General Funds are involved.
<b>Duration</b>	Effective upon signature and terminates on December 31, 2017
<b>Previous Board Action</b>	Original agreement was review and approved on September 29, 2016.
<b>Strategic Plan Alignment</b>	1. Increase self-sufficiency for our clients. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director, Behavioral Health Division 503-742-5305
<b>Contract No.</b>	7839

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of amendment #1 to Professional Services Agreement with Folk-Time, Inc. for peer support services to consumers served by the Clackamas County Sheriff's Office Behavioral Health Unit. Peer support services are provided directly to consumers of County Behavioral Health services in collaboration with County service teams. The Behavioral Health Division has partnered with Folk Time, Inc. for behavioral health services since 2010. This contract is a continuation of these services.

This amendment effective upon signature and continues through December 31, 2017 with a funding increase of \$73,845.50 to provide an additional 6 months of service. This brings the maximum compensation for this agreement to \$221,537.50.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services

**Contract Amendment  
Health, Housing and Human Services Department**

H3S Contract Number: 7839

Board Agenda Number: 092916-A5  
and date: 09/29/16

Division: Behavioral Health

Amendment No. 1

Contractor: Folk-Time, Inc. - BHU

Amendment Requested By: Mary Rumbaugh, Director

Changes:  Scope of Services  Contract Budget/Compensation  
 Contract Term  Other \_\_\_\_\_

**Justification for Amendment:**

This contract provides peer support services for the Behavioral Health Unit of the Clackamas County Sheriff's Office.

This amendment extends the term of this agreement for 6 months and adds funds to the compensation.

Maximum compensation reflected in Exhibit C of the contract is increased by \$73,845.50 bringing the maximum compensation for this contract to \$221,537.50. This amendment is effective **upon signature** and continues through **December 31, 2017**.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

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**AMEND:**

**2.0 Term**

Services provided under the terms of this agreement shall commence **July 1, 2016** and shall terminate **June 30, 2017** unless terminated earlier by one or both parties as provided for in paragraph 6.0.

**3.0 Compensation and Fiscal Records**

3.1 Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in Exhibit A as follows:

Maximum payment to CONTRACTOR for the term of this agreement shall not exceed **\$147,692.00**

**TO READ:**

**2.0 Term**

Services provided under the terms of this agreement shall commence **July 1, 2016** and shall terminate **December 31, 2017** unless terminated earlier by one or both parties as provided for in paragraph 6.0.



**Folk Time, Inc.**

Professional Services Agreement – Amendment # 1

Page 3 of 3

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

**FOLK TIME, INC.**

By: 

~~Michèle White / Director of Operations~~

*Dawn Coleman / Interim Executive Director*  
*7/5/17*

Date

232 SE 80<sup>th</sup> Avenue

Street Address

Portland, Oregon 97215

City/State/Zip

(503) 238-6428 / (503) 238-3986

Phone / Fax

**CLACKAMAS COUNTY**

Commissioner Jim Bernard, Chair

Commissioner Sonya Fischer

Commissioner Ken Humberston

Commissioner Paul Savas

Commissioner Martha Schrader

**Signing on Behalf of the Board:**

Richard Swift, Director

Health, Housing and Human Services Department

Date

July 20, 2017

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Professional Services Agreement amendment #2 with  
NAMI – Clackamas County

<b>Purpose/Outcomes</b>	Provides Mental Health Education and Support in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Original contract maximum value was \$118,000.00. Amendment #2 increases the maximum value by \$29,498.00 making the new maximum value \$147,498.00
<b>Funding Source</b>	Oregon Department of Human Services funds. No County General Funds are involved.
<b>Duration</b>	Effective upon signature and terminates on December 31, 2017
<b>Previous Board Action</b>	No previous Board Action Taken.
<b>Strategic Plan Alignment</b>	1. Increase self-sufficiency for our clients. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director, Behavioral Health Division 503-742-5305
<b>Contract No.</b>	7208

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of amendment #2 to Professional Services Agreement with NAMI – Clackamas County for Mental Health Education and support in Clackamas County.

This amendment effective upon signature and continues through December 31, 2017 with a funding increase of \$29,498.00 to provide an additional 6 months of service. This brings the maximum compensation for this agreement to \$147,498.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services

**Contract Amendment**  
**Health, Housing and Human Services Department**

H3S Contract Number 7208 Board Agenda Number N/A (Under \$150,000)

and Date \_\_\_\_\_

Division Behavioral Health Division Amendment No. 2

Contractor NAMI-Clackamas County

Amendment Requested By Mary Rumbaugh, Director

Changes:       Scope of Services                       Contract Budget  
                     Contract Time                                       Other \_\_\_\_\_

**Justification for Amendment:**

This contract provides Mental Health Education and Support to the residents of Clackamas County.

This amendment will extend the term of this contract as well as, add funds to the current contract amount.

Maximum compensation reflected in the Compensation and Fiscal Records section of this contract will be increased by \$29,498.00 bringing the maximum to \$147,498.00. This amendment is effective **upon signature** and continues through **December 31, 2017**.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

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**AMEND: 2.0 Term**

Services provided under the terms of this agreement shall commence **July 1, 2015** and shall terminate **June 30, 2016** unless terminated earlier by one or both parties as provided for in paragraph 6.0.

**TO READ:**

***Services provided under the terms of this agreement shall commence July 1, 2016 and shall terminate December 31, 2017 unless terminated earlier by one or both parties as provided for in paragraph 6.0.***

**NAMI-Clackamas County**

Professional Services Agreement #7208- Amendment #1

Page 2 of 2

**AMEND: 3.1 Compensation**

Total payment to CONTRACTOR shall not exceed **\$118,000.**

**TO READ:**

**Total payment to CONTRACTOR shall not exceed \$147,498.**

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

**NAMI – CLACKAMAS COUNTY**

**CLACKAMAS COUNTY**

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



By: \_\_\_\_\_  
Michele Veenker, Executive Director

Commissioner: Tootie Smith

07/07/2017

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Date  
10202 SE 32<sup>nd</sup> Avenue, Suite 501  
Street Address  
Milwaukie, Oregon 97222  
City/State/Zip  
(503)349-7627 / \_\_\_\_\_  
Phone / Fax

\_\_\_\_\_  
Richard Swift, Interim Director  
Health, Housing and Human Services Department

\_\_\_\_\_  
Date

July 20, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of a Revenue Intergovernmental Agreement with Washington County  
for a Regional Prevention Coordinator for FY 17/18

<b>Purpose/Outcomes</b>	Provides a Regional Prevention Coordinator to support the Get Trained To Help (GTTH) trainings and website for Clackamas, Multnomah and Washington Counties.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value is \$33,000.
<b>Funding Source</b>	This is a revenue Intergovernmental Agreement
<b>Duration</b>	Effective upon signature and terminates on June 30, 2018
<b>Previous Board Action</b>	Previous agreement approved and executed on 6/29/16 (Board # 062916-A7)
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals.</li> <li>2. Ensure safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Mary Rumbaugh, Director, Behavioral Health Division 503-742-5305
<b>Contract No.</b>	8330

**BACKGROUND:**

The Clackamas County Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a revenue Intergovernmental Agreement (IGA) with Washington County, Health and Human Services Division.

This IGA provides a Regional Prevention Coordinator for Clackamas, Washington and Multnomah Counties. The coordinator also oversees the Get Trained To Help (GTTH) website.

This IGA is effective upon signature and terminates on June 30, 2018 with a maximum value of \$33,000. The contract was approved by County Counsel on 6/27/17.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY, OREGON  
AND  
WASHINGTON COUNTY  
CONTRACT # 8330

I. Purpose

This agreement is entered into between Clackamas County, by and through its Department of Health, Housing and Human Services, Behavioral Health Division (CLACKAMAS) and WASHINGTON COUNTY (WASHINGTON) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides for services to support Washington County mental health and suicide prevention trainings offered through Get Trained to Help.

II. Scope of Work and Compensation

Trainings

A. Description and Goals:

Clackamas and Washington Counties will maintain a coordinated regional approach to community level behavioral health and public health trainings promoting positive health and well-being through:

1. A common set of Mental Health and Suicide Prevention first aid trainings offered free of charge; trainings will be evidence-based and recognized by the State of Oregon or the SAMSHA National Registry of Evidence-based Programs and Practices.
2. The trainings will support attendees to recognize the signs and skillfully offer first aid in the event of a mental health or suicide crisis until more experienced assistance is available; increase knowledge to identify helpful and credible resources; offer information about the importance of early identification and

intervention for mental health; and influence individual participants in a way that can reduce stigma about mental health and suicide.

3. With respect to promoting the trainings, the counties may engage in other cooperative efforts including common messaging, materials and other promotional activities.

B. Deliverables:

1. Clackamas County is the owner of Get Trained to Help Content Management System and website (GTTH CMS) and will act as Administrator of the GTTH CMS.
2. Clackamas County will, for classes offered in Washington County associated with the GTTH CMS, manage and/or provide:
  - a. posting of trainings on the website;
  - b. timely response to phone and email messages about classes;
  - c. processing of cancellations;
  - d. review of class lists for duplications;
  - e. distribution of a reminder notice 4-10 days before the training;
  - f. participant information & rosters to trainers and the Washington County-specific coordinator;
  - g. assembling of training materials for classes, as requested;
  - h. entering attendance data on website;
  - i. arrangement of training and meeting space as requested;
  - j. development and distribution of publicity materials (flyers, press releases, email mailing list, email notices to specific zip codes, etc.) for specific classes, as requested;
  - k. notification of class participants by email and phone when a class is cancelled/rescheduled;
  - l. complete offline registrations as requested;
  - m. communication with hosts of "reserved" classes to monitor participation, troubleshoot issues, as requested;
  - n. back up to Washington County specific coordinator when out of the office, as requested; and
  - o. training and access to authorized Washington County staff on the Get Trained to Help Content Management Systems (GTTH CMS).

3. Maintain, manage, and as resources allow, improve GTTH CMS system components and infrastructure, including:
  - a. GTTH CMS Manual;
  - b. GTTH CMS Training,
  - c. Password Management;
  - d. GTTH CMS Privacy Notice;
  - e. GTTH CMS Security;
  - f. Website Revisions; and
  - g. Technical Support Contracted Services.
  
4. Within available resources, develop and manage changes to the GTTH website content and architecture.
  
5. Within available resources, develop and distribute promotional materials and vehicles for distribution; do community presentations, including:
  - a. English and Spanish Brochures;
  - b. Notices to the GTTH mailing list;
  - c. Other branded materials (e.g. magnets, buttons, etc.);
  - d. Maintenance of the GTTH mailing list;
  - e. Tabling at community events as requested;
  - f. Developing and assembling tabling materials as requested;
  - g. Training and website utilization reports, including a digital annual report;
  - h. Participate in special cable TV or other promotional opportunities, as requested;
  - i. Recruit testimonials as requested;
  - j. Draft Face Book and Twitter content;
  - k. Maintain and deepen use of the brand Get Trained to Help — Mental Health Matters for All to be used on all outreach and marketing materials, social media, etc.
  
6. Conduct Question, Persuade and Refer (QPR) classes as resources allow and as requested.
  
7. Participate on the Washington County Suicide Prevention Council, including presentations about GTTH CMS or available trainings, as resources allow and as requested.



These deliverables may be amended from time to time to incorporate changes in resources or other factors.

C. Fiscal Agent:

Clackamas County will act as fiscal agent for the partnership and will receive and distribute funding, retain and manage contractors and staff specific to the GTTH CMS, invoice funding partners, and prepare reports to funding partners.

D. GTTH CMS & Website Administrator:

Clackamas County will act as website administrator for the GTTH CMS and will ensure system user administration, maintenance, performance monitoring, a backup/recovery system, operating system and application software updates, security policies and password and identity management. Clackamas County will also ensure that authorized individuals are trained to use the system.

E. Expectations from Washington County:

1. To identify a staff member engaged in the training coordination to be the point of contact for Washington County to advise the designated staff from Clackamas County on matters relating to the trainings for Washington County.
2. To designate up to two staff who have access to the GTTH CMS and ensure those staff are trained in privacy, confidentiality, and HIPAA rules and have certified to the county that they will abide by those rules; also that the staff will abide by the GTTH CMS policies and procedures.
3. To provide access to designated County buildings and office space for onsite activities during working hours during the work week and ensure the availability of access for secure Wi-Fi.

F. Expectations from Clackamas County:

1. To provide a qualified staff or contractor to provide services.

2. Designated staff will be housed at Clackamas County.
3. Designated staff will be available to meet in person as needed.

## G. Compensation

Total compensation for this agreement shall not exceed: \$33,000.00

CLACKAMAS shall submit a request for reimbursement on a quarterly basis that details the activities performed. Requests for reimbursement shall be submitted to:

Washington County Health and Human Services Division  
Attn: Kristin Burke  
5240 NE Elam Young Parkway, Suite 150, MS 70  
Hillsboro, OR 97124

## III. Special Requirements

- A. CLACKAMAS and WASHINGTON agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including Oregon Public Contract laws and provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement with the OHA.

Within the limits of the Oregon Tort Claims Act, WASHINGTON agrees to protect and save CLACKAMAS, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against CLACKAMAS' employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of WASHINGTON, and/or its agents, employees, subcontractors, or representatives under this agreement.

Within the limits of the Oregon Tort Claims Act, CLACKAMAS agrees to protect and save WASHINGTON, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof,

arising against WASHINGTON's employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CLACKAMAS, and/or its appointed officials, agents, employees, subcontractors, or representatives under this agreement.

- B. Access to Records. Each party to this agreement, as well as the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the other party to this agreement which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- C. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

#### IV. Amendment

This agreement may be amended at any time with the concurrence of both parties. Any changes in the proposed budget or scope of work will be negotiated between the designated liaisons. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

#### V. Term of Agreement

This agreement becomes effective **upon signature** and is scheduled to terminate **June 30, 2018**. This agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.


This agreement consists of five (5) sections.

(signature page follows)

**SIGNATURE PAGE TO AGREEMENT**

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

**WASHINGTON COUNTY**

By:   
(Sia Lindstrom, Senior Deputy County Admin.)  
6/30/2017  
Date

Street Address  
City / State / Zip  
Phone / Fax


**CLACKAMAS COUNTY**

Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humberston  
Commissioner: Paul Savas  
Commissioner: Martha Schrader

**Signing on Behalf of the Board:**

Richard Swift, Director  
Health, Housing & Human Service Department  
Date

**Approved to Form:**

  
County Counsel  
6/27/17  
Date



Scott Caufield  
Building Codes Administrator

**BUILDING CODES DIVISION**

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

July 20, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of the First Addendum to the Intergovernmental Agreement Between Clackamas County and the City of Molalla Relating to Building Code Services**

<b>Purpose/Outcomes</b>	This Addendum adds new subsection IV.A.9 to the existing Intergovernmental Agreement (IGA) between the County and the City of Molalla, allowing the County to provide building code services related to the enforcement of the City of Molalla's Dangerous Building Code.
<b>Fiscal Impact</b>	Under the current IGA the County's Building Codes Division retains 100% of the permit fees collected. This Addendum will continue this revenue structure for any work related to the enforcement of the Dangerous Building Code.
<b>Funding Source</b>	Permit fees – no county general funds are involved.
<b>Duration</b>	This addendum will be included in the current IGA, which expires on February 28, 2018.
<b>Strategic Plan Alignment</b>	4) Ensure safe, healthy and secure communities.
<b>Previous Action</b>	2/23/12: BCC approved the current IGA for the County to provide grading, building, mechanical, plumbing, electrical and manufactured dwelling plans review, permitting, and inspection services to the City of Molalla.
<b>Contact Person</b>	Cheryl Bell, Deputy Building Codes Administrator, Transportation & Development, 503-742-4721

**BACKGROUND**

On February 23, 2012 the City of Molalla and Clackamas County entered into an IGA for the County to provide grading, building, mechanical, plumbing, electrical and manufactured dwelling plans review, permitting, and inspection services to the City of Molalla.

Recently the City developed a Dangerous Building Ordinance, which was enacted on May 10, 2017 (Ordinance No. 2017-05). As the County currently provides building code services and performs building official duties for the City, this amendment creates a new subsection to the existing IGA in order for the County to provide building code services related to the provisions of the City's new Dangerous Building Code. If the Amendment is approved, the County will add the additional dangerous building services to the scope of work that is outlined in the existing IGA, with the fee structure and timelines remaining unchanged. This Amendment has been reviewed and approved by County Council.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners approve this first addendum to the Intergovernmental Agreement Between Clackamas County and the City of Molalla Relating to Building Code Services, allowing the County to provide building codes services related to the City of Molalla's Dangerous Building Code.

Respectfully submitted,

Scott Caufield  
Building Codes Administrator

**FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY,  
OREGON AND CITY OF MOLALLA, OREGON RELATING TO BUILDING CODE  
SERVICES**

*WHEREAS*, on February 23, 2012 the City of Molalla (“City”) and Clackamas County (“County”) entered into an agreement whereby the County, through the Building Codes Division, provides building code services to the City and its inhabitants (“Existing IGA”); and

*WHEREAS*, the City has enacted an ordinance creating a Dangerous Building Code, which is codified in Chapter 8.03 of the Molalla Municipal Code; and

*WHEREAS*, the City desires for the County to provide building code services related to the Dangerous Building Code; and

*WHEREAS*, the County is willing to provide said services to City.

NOW THEREFORE, pursuant to ORS 190.010 et. seq., the Parties hereby agree to as follows:

- A. A new subsection IV.A.9 is added to the Existing IGA to read as follows:
  - 9. BCD may exercise any and all duties of the City Building Inspector as authorized by law, including but not limited to enforcement of municipal code Chapter 8.03 relating to the abatement of dangerous buildings.
- B. Except as expressly amended by this First Amendment, all terms and provisions of the Existing IGA shall remain in full force and effect.
- C. This First Amendment to the Existing IGA may be executed in one or more counterparts (facsimile or otherwise), each of which shall be deemed to be an original. All counterparts shall constitute one agreement binding on all parties. This First Amendment to the Existing IGA shall be effective as of the last date of signature indicated below.

THE PARTIES, by execution of this First Amendment to the Existing IGA, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions. This First Amendment to the Existing IGA is hereby APPROVED AND SIGNED by the appropriate officers who are authorized to execute this agreement on behalf of the governing body of each Party.

[SIGNATURES ON FOLLOWING PAGE]

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
City of Molalla

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Clackamas County



# INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF MOLALLA

February 14, 2012

2-23-2012

This is an intergovernmental agreement ("Agreement"). It is for grading, building, mechanical, plumbing, electrical, and manufactured dwellings plan review, permitting, and inspection services. It is between Clackamas County, operating by and through its Building Codes Division ("BCD") and the City of Molalla ("City"). It is done under the authority of ORS 190.010, 190.110, and similar statutes. Under the terms of this Agreement, the BCD shall provide grading, building, mechanical, plumbing, electrical, and manufactured dwellings plan review, permitting, and inspection services to the City under certain conditions and receive all fees, as set out below.

## I. Term of the Agreement.

- A. This Agreement shall become effective on the date it is executed. It shall continue in force and effect through February 28, 2015.
- B. It may be renewed for a second, thirty six month term expiring February 28, 2018. The second term shall automatically commence unless notice that the Agreement shall not be renewed is given on or before December 1, 2014.
- C. This Agreement may be terminated, with or without cause and at any time, by any party upon 90 days written notice to the other party.
  1. In the event that this Agreement is terminated, BCD shall complete the work for which it has been compensated, unless other arrangements are agreed to by the parties.
  2. A termination of this Agreement shall not affect a party's continuing rights under this Agreement, including-
    - a. A party's right to receive any reimbursement for any claims agreed to be paid prior to the termination; and
    - b. Rights to indemnification under Section VI D below.

II. Scope of Services: Nothing in this Agreement shall be construed as an assumption of the City's grading, building, mechanical, plumbing, electrical, and manufactured dwellings permitting programs by BCD. The City shall retain full responsibility for these programs.

### III. Revenue & Payment to BCD.

- A. For permits subject to the provisions of this Agreement and issued after the Agreement's effective date, BCD will collect and retain one hundred percent of all revenues collected from grading, building, mechanical, plumbing, electrical and manufactured dwellings permits for the administration of the building program. Permit revenue will not be shared with the City.
- B. For permits received and issued by the City prior to the effective date of this agreement, BCD shall service and inspect any remaining permits through the completion of all construction work and an approved final inspection. BCD shall be reimbursed by the City at the rate of \$42.50 plus 12% State of Oregon surcharge per inspection necessary to complete the permit. BCD shall track and bill the City monthly for such inspection work and shall provide a report of all inspections performed.

### IV. BCD and City Responsibilities.

- A. BCD Responsibilities: BCD shall provide all grading, building, mechanical, plumbing, electrical, and manufactured dwellings permitting, related plan reviews, and inspections services. Additionally, BCD shall provide the necessary administrative services and oversight for all permitting subject to this agreement. Where required, BCD shall provide fire and life safety plan reviews.
  - 1. BCD shall use the County's fee structure for all grading, building, mechanical, plumbing, electrical, and manufactured dwellings permits, standard plan reviews, inspections and fire and life safety permits.
  - 2. BCD shall maintain an automated, daily inspection request system, currently Selectron Interactive Voice Response (IVR). Maintenance of the IVR shall be done at no cost to the City.
  - 3. BCD shall create and maintain permit compositions within its permitting software, currently Accela Permits Plus, for each permit type within the scope of this Agreement. Permit compositions shall be done at no cost to the City.
  - 4. During BCD's normal business hours, BCD shall provide daily construction inspections for all inspections requested before 6:00 a.m. on the day the inspection is desired.

5. During BCD's normal business hours, BCD shall provide plan reviews for all permits requiring such reviews in accordance with its adopted Operating Plan on file with the State of Oregon Building Codes Division. BCD shall at all times provide a copy of its current Operating Plan to the City.
6. BCD shall assign one building, plumbing and electrical inspector and one plans examiner as the primary contact for all permits subject to the terms of this Agreement for a period of 120 days in order to ensure that there is a single point of contact in each service area for consistency and to ensure that BCD may effectively learn the City's development services operation. After 120 days the County may introduce additional personnel, however there shall be no charge to the City for any related training.
7. For permits falling within the scope of this Agreement, BCD shall collect all required state surcharges on behalf of the City and distribute the collected surcharges to the State of Oregon Building Codes Division on a monthly basis, as required by law. BCD shall provide a report to the City outlining the permits issued that are subject to the surcharge and the amount of surcharge collected on behalf of the City on a monthly basis.
8. For permits falling within the scope of this Agreement, BCD shall collect all required School District Construction Excise Taxes on behalf of the City and shall distribute the collected tax to the appropriate school district on a quarterly basis, in accordance with Oregon statute. BCD shall provide a report to the City outlining the permits issued that are subject to the tax and the amount of tax collected on behalf of the City on a quarterly basis. BCD shall retain 4% of the collected tax to offset the costs of collection and reporting, consistent with the statute.

**B. City Responsibilities.**

1. Prior to the execution of this Agreement-
  - a. The City shall physically transfer all open grading, building, mechanical, plumbing, electrical, and manufactured dwellings permits (active and/or expired) that require servicing (i.e. inspections) to BCD. Transfer shall include all files, inspections histories, and other documents associated with these permits.

- b. The City shall provide to BCD all approved construction plans associated with any open permit, either electronically, in paper form, or both where available.
2. The City shall in all ways cooperate with BCD in the expeditious transfer of responsibilities and performance of duties set out in this Agreement.

#### V. Liaison

- A. BCD Liaison: The Clackamas County Building Official.
- B. City Liaison: The Molalla City Manager.
- C. Any notice required or permitted under this Agreement shall be given to the above named individuals and shall become effective when actually delivered or forty eight (48) hours after its deposit in the United States mail addressed to such address as may be specified from time to time by a Party or Parties in writing.

#### VI. General Provisions

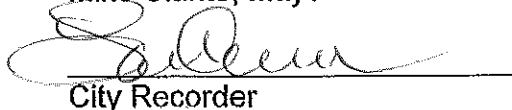
- A. This Agreement may not be assigned.
- B. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by a written instrument signed by both parties.
- C. This is not a joint venture, partnership, or common enterprise between the City and BCD. BCD shall have the status of an independent contractor with respect to its services under this Agreement. No party or its employees is entitled to participate in any pension plan, insurance, bonus, or similar benefits provided by another party.
- D. To the extent permitted by law under the Oregon Constitution and statutes, BCD and the City shall each indemnify and defend the other, its officers, agents, and employees from any claim, loss, or liability arising out of or related to any activity of that party caused by the negligence or act of that party. BCD and the City shall have no liability to the other for any injury, loss, or damage caused by third parties. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of the Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

- E. This document embodies the entire Agreement and understanding between the parties hereto and supersedes all prior understandings relating to the subject matter hereof.
- F. Both parties and their duly authorized representatives shall have access to the books, documents, papers, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcript.
- G. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby.
- H. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement.
- I. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
- J. Any dispute between the parties shall be resolved first by mediation, and next by action of the Circuit Court of the State of Oregon for the County of Clackamas.

WHEREAS, all the aforesaid is hereby agreed and executed by the duly authorized signatures below.

"CITY"

  
\_\_\_\_\_  
Mike Clarke, Mayor

  
\_\_\_\_\_  
City Recorder

2/14/12  
\_\_\_\_\_  
Date

"BCD"  
BOARD OF COMMISSIONERS  
CLACKAMAS COUNTY



---

Chair

  
Mary Raetjke, Recording Secretary

2-23-2012 B.I.  
Date



MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Soderstrom Architects for the  
OSU Extension Service Building Project - Architectural Services**

Purpose/Outcome	Approval of contract
Dollar Amount and fiscal Impact	\$600,000
Funding Source	Budget Line: 420-0221-00-431000-76295 Fiscal year 2017-2018
Duration	Contract signing through December 31, 2017
Previous Board Action/Review	N/A
Strategic Plan Alignment	Grow a vibrant economy and ensure healthy communities through classes and educational opportunities for the public.
Contact Person	Steven Bloemer, (503) 805-9870
Contract No.	

**BACKGROUND:**

The OSU Extension Service has been a part of Clackamas County since 1917. The Extension Office provides Clackamas County with a multitude of research based knowledge and education services to its citizens such as the 4H youth, Trees & Forestry, Watershed Health and the Master Gardeners programs. They also offer classes for canning, home gardening and many health and wellness learning opportunities.

The Extension Office has occupied multiple buildings in various areas over the years, and is currently located in two small, older buildings on the County Campus. Due to the limited space the Extension Office is housed in, they are required to store materials and goods off-site in other County buildings which is inefficient and unproductive. These buildings do not meet their current needs, nor will they be able to be converted to meet future needs. In addition to the storage requirements, the Extension Office requests a large demonstration kitchen to expand and enhance the programs and training it offers to the public. Larger, separate classrooms, work areas and offices will allow them to grow their essential programs and offer new diverse opportunities to the public. With the placement of the new proposed building adjacent to the wetland area, it will offer opportunities for volunteering, hands on applications of training and education all while giving Clackamas County a well-cared for greenspace

A new building that is designed with the tenants current needs and requirements as well as the ability to offer room for future growth will provide the best possible solution for the OSU Extension Service Office. The proposed new building will not only allow ample storage areas, large, modern classrooms and demonstration areas, it will be a showcase for local Oregon manufactured products and offer the much needed expansion area. This contract will allow the development and deliverables of the architectural plans and specifications.

**Procurement Background:** The Procurement Division conducted a competitive procurement for architectural services concerning the new OSU Extension Building project in July of 2016. Through that selection process, the County contracted with Opsis Architecture for the conceptual design. Once the County determined that it was ready to proceed with full design, we were unable to negotiate a mutually agreeable contract with the vendor. Using the next highest ranked proposer from the competitive procurement, the County commenced negotiations with Soderstrom Architects, Ltd. and was able to agree upon contract terms.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the contract with Soderstrom Architects for the Architectural Services at the OSU Extension Service Building Project.

Sincerely,  
Marc Gonzales

Finance Director

Placed on the board agenda of \_\_\_\_\_ by the Procurement Division.





CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Soderstrom Architects, Ltd. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on December 31, 2018. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: Provide Design and Architectural Services for the OSU Extension Building ("Work"), further described in Exhibit A.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$600,000.00, for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Travel and Other Expense. Authorized: [ ] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, and D.

6. Contractor Data.

Soderstrom Architects, Ltd.

Address: 1200 NW Naito Parkway, Suite 410
Portland, Oregon 97209

Contractor Contract Administrator: Mike Shea

Phone No.: 503-228-5617

Email: michael@sdra.com

MWESB Certification: [ ] DBE # [ ] MBE # [ ] WBE # [ ] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

## ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
12. **NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal

delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us), or to Contractor or at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY** If any term or provision of this Contract 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 Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of

this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections

20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**28. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Soderstrom Architects, Ltd.

Clackamas County Board of County  
Commissioners

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

204916-19

\_\_\_\_\_  
Oregon Business Registry #

DBC/Oregon

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

Approved as to Form:

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

\_\_\_\_\_  
Date



**EXHIBIT A**  
**PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**SCOPE OF WORK**

Contractor shall provide design and architectural services for the new OSU extension building project. Work is further described within the vendors proposed Scope of Services, hereby attached and included by reference as **Exhibit D**.

The County Contract administrator for this Contract is: Steven Bloemer

**CONSIDERATION**

- a. Consideration Rates – Time and Materials described in Exhibit D.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$600,000.00. Invoices shall be submitted to: Steven Bloemer via email at [sbloemer@clackamas.us](mailto:sbloemer@clackamas.us).
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Payments shall be made to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**EXHIBIT B  
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.**

**Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2.  Required by County     Not required by County**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

**3.  Required by County     Not required by County**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

**4.  Required by County     Not required by County**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

**5. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [purchasing@clackamas.us](mailto:purchasing@clackamas.us).

**EXHIBIT C**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an "independently established business."

To qualify under the law, an "independently established business" must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- \_\_\_\_\_ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- \_\_\_\_\_ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- \_\_\_\_\_ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- \_\_\_\_\_ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- \_\_\_\_\_ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

DRAFT

Approval of Previous Business Meeting Minutes:

June 8, 2017

June 15, 2017

June 22, 2017

# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, June 8, 2017 – 10:00 AM**

**Public Services Building**

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

**PRESENT:** Commissioner Jim Bernard, Chair  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

## **I. CITIZEN COMMUNICATION**

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

1. Brian Johnson, Gladstone – spoke regarding several questions/concerns.
2. Chris Hawes, Damascus – support of the sale of the Damascus Lane Property.
3. Chips Janger, Oak Grove – support Metro Grant, Land Use issue at Parr Lumber site.
4. Les Poole, Gladstone – road issues and transportation funding package.

*~Board Discussion~*

## **II. PUBLIC DISCUSSION ITEM**

### **County Administration**

1. **Resolution No. 2017-51** for the Purpose of Affirming Clackamas County as a Welcoming and Inclusive County

Emmett Wheatfall, Assistant County Administrator presented the staff report.

*~Board Discussion~*

Chair Bernard opened for public comment and the following people spoke regarding the resolution.

1. Laura Hennig, Oregon City – does not support resolution.
2. William Street, Milwaukie – supports resolution.
3. Steven Amick, Beavercreek – supports resolution.
4. Rev. Zachary Harmon, Wilsonville – supports resolution.
5. JoAnne Forsyth, West Linn – supports resolution.
6. Kate Rohde, Oak Grove – supports resolution.
7. Cristina Marquez, Salem – spoke in support.
8. Carmen Gonzales, Wilsonville – spoke in support via translator.
9. Kris Duncan, West Linn – supports resolution.

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

Chair Bernard asked for a motion.

### **MOTION:**

Commissioner Humberston: I move we approve the Resolution for the Purpose of Affirming Clackamas County as a Welcoming and Inclusive County.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

Commissioner Humberston read the resolution in full.

### **III. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE**

*(No public testimony on this item)*

1. ZDO-264 - Adoption of Zoning & Development Ordinance 264, Amendments to the Zoning and Development Ordinance to Implement Changes to the County's Marijuana-Related Land Use Regulations *Previously approved at the 5-17-17 Land Use Hearing*

Nate Boderman, County Counsel and Jennifer Hughes presented the staff report.

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

#### **MOTION:**

Commissioner Humberston: I move we table this issue pending further discussion with staff and the Board at a subsequent Work Session.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

### **IV. PUBLIC HEARINGS**

1. **REMOVED** (*will be on 6-15-17*) Second Reading of Ordinance No. 05-2017 Amending Chapter 8.02, Transient Room Tax of the Clackamas County Code and Declaring an Emergency (Stephen Madkour, County Counsel) *First reading was 4-13-17*

**The Board will adjourn as the Board of County Commissioners and convene as the Governing Body of Water Environment Services for the next item.**

2. First Reading of **Ordinance No. 10-2017** for Water Environment Services Establishing the Rules and Regulations Regarding Sanitary Sewer and Surface Water Management Services and Declaring an Emergency - *2<sup>nd</sup> reading will be 6-22-17*

Ron Wierenga, Water Environment Services presented the staff report.

Chair Bernard 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 Schrader: I move we read the ordinance by title only.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

Chair Bernard asked the Clerk to assign a number and read the ordinance by title only. He announced the second reading will be June 22, 2017 at the regular scheduled business meeting.

**The Board adjourned as the Governing Body of Water Environment Services and convene Surface Water Management of Clackamas County for the next item.**

3. **Resolution No. 2017-52** for a Supplemental Budget Greater than 10% for Surface Water Management Agency of Clackamas County

Doug Waugh, Water Environment Services presented the staff report.

Chair Bernard 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 Humberston: I move we approve the resolution for a Supplemental Budget Greater than 10% for Surface Water Management Agency of Clackamas County.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

The Board adjourned as Surface Water Management of Clackamas County and convene as Tri-City Service District for the next item.

4. **Resolution No. 2017-53** for a Supplemental Budget Greater than 10% for Tri-City Service District

Doug Waugh, Water Environment Services presented the staff report.

Chair Bernard 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 Humberston: I move we approve the resolution for a Supplemental Budget Greater than 10% for Tri-City Service District

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

The Board adjourned as Tri-City Service District and convene as the Board of County Commissioners for the remainder of the meeting.

**V. CONSENT AGENDA**

Chair Bernard asked the Clerk to read the consent agenda by title.

Commissioner Savas and Commissioner Humberston made comments regarding consent agenda item D.2.

**MOTION:**

Commissioner Savas: I move to approve the consent agenda.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

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

1. Approval of a Construction Contract with Jim Smith Excavating for the Addie Street Improvements Project in Gladstone – *Housing & Community Development*
2. Approval of an Agreement with Clackamas Women’s Services for Camp HOPE 2017 – *Children, Youth & Families*
3. Approval of an Intergovernmental Agreement Amendment with Oregon Department of Education, Early Learning Division for Healthy Families Program - *Children, Youth & Families*
4. Approval of Amendment No. 2 to the Intergovernmental Revenue Agreement with Oregon Department of Education Early Learning Hub for Focused Child Care Networks - *Children, Youth & Families*
5. Approval of Amendment No.17 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County – *Public Health*
6. Approval of an Intergovernmental Revenue Agreement with Lane County, for On-line Food Handlers Training/Testing project – *Public Health*
7. Approval of Intergovernmental Agreement No. 154166 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program in Clackamas County – *Social Services*
8. Approval of Amendment No. 2 to an Agency Service Contract with Clackamas Women’s Services Providing Temporary Emergency Housing – *Social Services*
9. Approval of Amendment No. 1 to an Agency Service Contract with NW Housing Alternatives, Inc. Providing Financial Assistance and Temporary Emergency Housing – *Social Services*
10. Approval of a Grant Agreement from the US Department of Housing and Urban Development, Continuum of Care Program for the HOPE II Leasing Program for the Purpose of Providing Permanent Housing – *Social Services*
11. Approval of Intergovernmental Agreement No. 153117 with the State of Oregon, Acting by and through its Oregon Health Authority, for Operation of the Community Mental Health Program in Clackamas County – *Behavioral Health*

**B. Department of Transportation & Development**

1. **Board Order No. 2017-54** Designating Maximum Weight Limitations on Faubion Loop Road and Suter Road
2. **Board Order No.2017-55** Designating a Temporary Maximum Weight Limitation on Kuehn Road
3. Approval of a Revision to Board Approved Renewal of a Franchise Agreement with Waste Management of Oregon, Inc. to Operate the Clackamas County Garbage & Recycling Transfer Station
4. **Resolution No. 2017-56** to Approve the 5-Year Transportation Capital Improvement Program
5. Approval of a Personal/Professional Services Contract with Applied Pavement Technology, Inc. to Develop a Comprehensive Transportation Asset Management Strategic Plan – *Procurement*



**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC

**D. Administration**

1. **Board Order No. 2017-57** Approval of Clackamas County Resolution Services as the Eligible Grantee for Community Dispute Resolution Funding as Determined by the Oregon Office for Community Dispute Resolution
2. Board Authorization to Sell Real Property Received Via the City of Damascus Disincorporation (Damascus Lane)

**E. County Counsel**

1. Approval of a Transfer of a Remnant parcel of Land Located in the Vicinity of Sunnyside Road and 162<sup>nd</sup> Avenue to Suntree Inc.
2. **Resolution No. 2017-58** Allowing Ministerial Signatures by Authorized Signors to Improve Efficiency in Contract Execution

**F. Juvenile Department**

1. Approval of Amendment No. 5 to the Intergovernmental Agreement with Multnomah County for Assessment and Evaluation Beds
2. Approval of Amendment No. 7 to the Intergovernmental Agreement with Multnomah County for Secure Custody Detention Beds for Juvenile Offenders

**G. Business & Community Services**

1. Approval of a Conservation and Access Agreement with Portland Water Bureau on Clackamas County Property
2. Approval of a Modification of Grant or Agreement between Clackamas County and the USDA Forest Service – Mt. Hood National Forest for the Dump Stoppers Program
3. Approval of an Intergovernmental Agreement between Clackamas County and Clackamas Education Service District for Internet Service

**VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of an Amendment to the Metro Nature and Neighborhoods Capital Grant Contract, for the Spring Park Natural Area Enhancement Project

**VII. COUNTY ADMINISTRATOR UPDATE**

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

**VIII. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 12:36 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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.*  
[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

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

**Thursday, June 15, 2017 – 10:00 AM**

**Public Services Building**

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

**PRESENT:** Commissioner Jim Bernard, Chair  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Housing Authority Commissioner Paul Reynolds

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

The Board will recess as the Board of County Commissioners and convened as the Housing Authority of Clackamas County for the next item.

### **I. HOUSING AUTHORITY CONSENT AGENDA**

Chair Bernard introduced Housing Authority Commissioner Paul Reynolds. He asked the Clerk to read the housing authority consent agenda by title.

1. Resolution No. 1920 Approving the Housing Authority of Clackamas County Fiscal Year 2017/2018 Budget
2. In the Matter of Writing off Uncollectible Accounts for the Fourth Quarter of the Fiscal Year 2017

Chair Bernard asked for a motion.

#### **MOTION:**

Commissioner Reynolds: I move we approve the Housing Authority Consent Agenda.

Commissioner Humberston: Second.

*~Board Discussion~*

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 6-0.

The Board adjourned as the Housing Authority of Clackamas County and re-convene as the Board of County Commissioners for the remainder of the meeting.

### **II. CITIZEN COMMUNICATION**

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

1. Les Poole, Gladstone – SB 694 for the disabled Veterans tax exemption, State transportation package and concerns for youth

*~Board Discussion~*

### **III. PUBLIC HEARING**

1. Second Reading of Ordinance No. 05-2017 Amending Chapter 8.02, Transient Room Tax of the Clackamas County Code and Declaring an Emergency

Stephen Madkour, County Counsel presented the staff report.

*~Board Discussion~*

Chair Bernard opened the public hearing and asked if anyone would like to speak.

1. Les Poole, Gladstone – had a question regarding the room tax.

Chair Bernard asked for a motion

**MOTION:**

Commissioner Humberston: I move we read Ordinance No. 05-2017 by title only.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

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

**MOTION:**

Commissioner Humberston: I move we adopt Ordinance No. 05-2017 Amending Chapter 8.02, Transient Room Tax of the Clackamas County Code and Declaring an Emergency

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

#### **IV. PUBLIC DISCUSSION ITEMS**

##### **Tourism & Cultural Affairs**

1. Approval of the Tourism Master Plan 2017 – 2022 Strategic Priorities  
Danielle Cowan, Director of Tourism & Cultural Affairs presented the staff report, including a PowerPoint presentation. She introduced Kirk Mouser, Member of the Tourism Council who assisted in the presentation.

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

**MOTION:**

Commissioner Humberston: I move we approve the Tourism Master Plan 2017-2022 and Strategic Priorities with minor changes in language presented by Commissioners Fischer and Savas.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

##### **County Counsel**

2. Approval of a Board Order for the Molalla Aquatic District  
Chris Storey, Assistant County Counsel presented the staff report.

~Board Discussion~

Chair Bernard announced this is a discussion item and asked if anyone would like to speak.

1. Marilyn Bloch, Molalla – spoke in support of this issue and wanted to express thanks to the County especially Counsel Attorney Chris Storey for all of his work on the Aquatic District formation and also to the Elections staff for their assistance.

Chair Bernard asked for a motion.

**MOTION:**

Commissioner Savas: I move we approve the Board Order for the Molalla Aquatic District.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

**V. CONSENT AGENDA**

Chair Bernard asked the Clerk to read the consent agenda by title.

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

~Board Discussion on Items C.2, C.3 and E.1

Chair Bernard asked for a motion.

**MOTION:**

Commissioner Humberston: I move we approve the consent agenda.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

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

1. Approval of an Intergovernmental Agreement with Oregon Dept. of Transportation Rail & Public Transit Division for Operations for the Mt. Hood Express Bus Service – *Social Services*
2. Approval of an Agreement with Oregon Department of Transportation Rail and Public Transit Division for 5310 Enhanced Mobility Funds for Preventative Maintenance Funding for the Mt. Hood Express and Purchased Service for Boring Residents – *Social Services*

**B. Community Corrections**

1. Approval of Contract Amendment No. 9 and Renewal No. 4 with Bridges to Change Inc. for Transitional Housing and Mentoring Services for Community Corrections Clients - *Procurement*

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Amendment to Intergovernmental Agreement No. 147911 with the State of Oregon Department of Human Services and the District Attorney's Office Relating to Juvenile Dependency Cases – *District Attorney*

3. Approval of an Amendment to Intergovernmental Agreement No. 148537 with the State of Oregon Department of Human Services and the District Attorney's Office Relating to Child Welfare Dependence Cases – *District Attorney*

**D. Disaster Management**

1. Approval to Apply for Fiscal Year 2017 Emergency Management Performance Grant with the State of Oregon

**E. County Counsel**

1. Approval of the Designation of Newspaper for the 2017 Property Tax Foreclosure Publication

**VI. DEVELOPMENT AGENCY**

1. Approval of a Contract with Harper Houf Peterson Righellis, Inc. for Design of the Clackamas Regional Center Mobility Improvement Project - *Procurement*

**VIII. COUNTY ADMINISTRATOR UPDATE**

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

**IX. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 11:53 AM**

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

## **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 22, 2017 – 10:00 AM**

**Public Services Building**

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

**PRESENT:** Commissioner Jim Bernard, Chair  
Commissioner Sonya Fischer  
Commissioner Ken Humberston

**EXCUSED:** Commissioner Martha Schrader  
Commissioner Paul Savas

Commissioners Schrader and Savas are attending other meetings and will not be in attendance today.

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

### **I. CITIZEN COMMUNICATION**

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

1. Les Poole, Gladstone – Comments on the Transportation package, taxes, and support for I205 expansion.

*~Board Discussion~*

### **II. PUBLIC HEARINGS**

1. Resolution No. **2016-60** for a Clackamas County Supplemental Budget, Greater than 10% and Budget Reduction for Fiscal Year 2016-2017

Diane Padilla, Budget Manager presented the staff report

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

#### **MOTION:**

Commissioner Humberston: I move we approve the Resolution for a Clackamas County Supplemental Budget, Greater than 10% and Budget Reduction for Fiscal Year 2016-2017.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 3-0.

**Chair Bernard recessed as the Board of County Commissioners and convened as the Governing Body for Water Environment Services for the next item.**

### **WATER ENVIRONMENT SERVICES**

2. Second Reading of Ordinance No. 10-2017 for Water Environment Services Establishing the Rules & Regulations Regarding Sanitary Sewer and Surface Water Management Services and Declaring an Emergency *First Reading was June 8, 2017*

Ron Wierenga, Water Environment Services presented the staff report.

Chair Bernard opened the public hearing and asked if anyone would like to speak.

1. Alice Richmond, West Linn – Supports the Ordinance and gave thanks to WES staff for all of their hard work.
2. Les Poole, Gladstone – Supports moving forward with the WES Regulations.

Chair Bernard closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Humberston: I move we read the Ordinance by title only.  
Commissioner Fischer: Second.  
all those in favor/opposed:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion passes 3-0.  
Chair Bernard asked the Clerk to read the Ordinance by title only and then asked for a motion to adopt the ordinance

**MOTION:**

Commissioner Humberston: I move we adopt Ordinance No. 10-2017 for Water Environment Services Establishing the Rules & Regulations Regarding Sanitary Sewer and Surface Water Management Services and Declaring an Emergency  
Commissioner Fischer: Second.  
all those in favor/opposed:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion passes 3-0.

Chair Bernard adjourned as the Governing Body for Water Environment Services and convened as Clackamas County Service District No. 5 for the next items.

**SERVICE DISTRICT NO. 5 (Street Lighting)**

(Wendi Coryell, Department of Transportation & Development, presented the following 2 Assessment Areas together, including a PowerPoint presentation)

3. Board Order No. **2016-61** Forming a 7-Lot Assessment Area within Clackamas County Service District No. 5, Assessment 24-17 32nd Ave. 7-Lot Petition
4. Board Order No. **2016-62** Forming a 600-Lot Assessment Area within Clackamas County Service District No. 5, Assessment 44-15 Scouters Mountain 600-Lot Subdivision

Chair Bernard opened the public hearing and asked if anyone wished to speak on any of the Assessment Areas.

1. David Scogin, Milwaukie – highlighted his concerns regarding crime/violence with the Milwaukie light rail and stated the street lighting in the area will bring some safety to the community.

**MOTION:**

Commissioner Humberston: I move we approve the board orders for the 2 assessment areas within Clackamas County Services District No. 5 as presented today.  
Commissioner Fischer: Second.  
Clerk calls the poll.  
Commissioner Humberston: Aye.  
Commissioner Fischer: Aye.  
Chair Bernard: Aye - the motion passes 3-0.

Chair Bernard announced the Board will adjourn as the Service District No. 5 Board and reconvened as the Board of County Commissioners for the remainder of the meeting.

### **III. CONSENT AGENDA**

Chair Bernard asked the Clerk to read the consent agenda by title.

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

~Board Discussion on Item B.1

The Chair then asked for a motion.

#### **MOTION:**

Commissioner Humberston: I move we approve the consent agenda.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 3-0.

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

1. Approval for an Intergovernmental Facility Lease Agreement with the Oregon Trail School District No. 46 for the Sandy Health & Wellness Center – *Health Centers*
2. Approval of a Renewal Intergovernmental Agreement with State of Oregon, Oregon Health Authority, for the Foodborne Illness Prevention Program – *Public Health*
3. Approval of an Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County – *Public Health*

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

1. Authorization to Purchase a Grandall 3100XL Excavator the Department of Transportation Maintenance Division - *Procurement*

#### **C. Finance Department**

1. Resolution No. **2016-63** for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2016-2017
2. Resolution No. **2016-64** for Clackamas County Transfer of Appropriations for Fiscal Year 2016-2017
3. Approval of a Contract Amendment and Extension with Moss Adams LLP for Annual Audit Services
4. Approval of a Requirement Contract with Tyree Oil Inc. for Fuel for Clackamas County Fleet Services

#### **D. Elected Officials**

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

#### **E. Juvenile Department**

1. Approval of Intergovernmental Agreement with Clackamas Education Service District (ESD) to Provide Education and Vocational Opportunities for At-Risk Youth
2. Approval of Renewal No. 2 of an Intergovernmental Agreement with the City of West Linn for Youth Offender Community Service Projects



**F. Technology Services**

1. Approval of an ORMAP Intergovernmental Agreement Contract No. 3625-17 between Clackamas County and the Oregon Department of Revenue for Digital GIS Tax Lot Conversion

**G. Human Resources**

1. Resolution No. **2016-65** Approving a Workplace Violence Prevention Plan

**H. Business & Community Services**

1. Approval of an Intergovernmental Agreement with Washington County, Multnomah County Library District, Hood River Library District, Fort Vancouver Regional Library, and the City of Camas for Exchange of Library Services (Metropolitan Interlibrary Exchange)

**IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of an Intergovernmental Agreement between North Clackamas Parks & Recreation District and Clackamas Community College for Educational & Enrichment Services
2. Resolution No. **2016-66** for a Transfer of Appropriations for North Clackamas Parks & Recreation District for Fiscal Year 2016-2017
3. Approval of an Amendment to the Strategic Partnership Purchase and Sale Agreement between the North Clackamas Parks & Recreation District and the North Clackamas School District No. 12

**V. SERVICE DISTRICT NO. 5 (Street Lighting)**

1. Approval of a Contract with Harper Houf Peterson Righellis, Inc. to Provide Design and Engineering Services for the SE Mcloughlin Blvd. Phase 2 Street Lighting Improvements Project - *Procurement*

**VI. WATER ENVIRONMENT SERVICES**

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

1. Approval of a Goods and Service Contract with Braun Construction & Design LLC for Detention Pond Maintenance and Restoration Services - *Procurement*

**VII. COUNTY ADMINISTRATOR UPDATE**

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

**VIII. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 11:07 AM**

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[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)



**OFFICE OF COUNTY COUNSEL**

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

July 20, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

**Stephen L. Madkour**  
County Counsel

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

**A Resolution Authorizing the County Administrator to Adopt a  
HIPAA Policy and Appoint HIPAA Officers**

<b>Purpose/Outcomes</b>	Approve a Resolution Authoring the County Administrator to Adopt an updated HIPAA policy and appoint HIPAA Officers
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	Not Applicable
<b>Duration</b>	Permanent
<b>Previous Board Action</b>	Resolution presented to BCC and tentatively approved on July 11, 2017
<b>Strategic Plan Alignment</b>	Build Public Trust Through Good Government, and ensure the safety, health and security of Clackamas County communities.
<b>Contact Person</b>	Kathleen Rastetter, Assistant County Counsel 503-742-5398
<b>Contract No.</b>	Not Applicable

**BACKGROUND:**

Federal law, the Health Insurance Portability and Accountability Act (HIPAA), requires the County to protect certain health information for the privacy of individually identifiable health information. A number of county departments use and/or disclose HIPAA protected information. The County has various HIPAA policies throughout the County. This resolution recognizes the need for one updated policy for the County, and authorizes the County Administrator to adopt an updated policy as needed to comply with current law and any subsequent changes to the law. This Resolution serves the County's Strategic Plan goals of building public trust in good government, and ensuring the safety, health and security of its communities. The changes are needed to ensure ongoing compliance with federal law.

**RECOMMENDATION:**

Staff recommends that the Board adopt the proposed HIPAA resolution to facilitate compliance with federal law.

Respectfully submitted,

Kathleen J. Rastetter  
Assistant County Counsel

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

A Resolution of the Clackamas  
County Board of Commissioners  
Recognizing the County's HIPAA  
Policy and Authorizing the County  
Administrator to Adopt a HIPAA Policy  
And Appoint HIPAA Officers



Resolution No.  
*Page 1 of 3*

**WHEREAS**, the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations impose a variety of requirements on public and private covered entities to protect the privacy of individually identifiable health information; and

**WHEREAS**, a number of County departments, divisions and programs use and disclose individually identifiable health information, including protected health information, and must comply with HIPAA. Other county departments, divisions and programs are not subject to HIPAA; and

**WHEREAS**, Clackamas County is a "hybrid entity" as defined by 45 CFR §§ 164.103 and 164.105 of HIPAA; and

**WHEREAS**, as a hybrid entity, Clackamas County must adopt and implement policies regarding the use and disclosure of protected health information; and

**WHEREAS**, Clackamas County administered health plans, which are subject to HIPAA, are not included in the County hybrid entity and are instead separate covered entities separately subject to HIPAA; and

**WHEREAS**, HIPAA requires Clackamas County to appoint central persons as "Privacy Officer" and "Security Officer" for the County; and

**WHEREAS**, the HIPAA Omnibus Final Rule effective March 26, 2013 requires the County's compliance by September 23, 2013; and

**WHEREAS**, the Board desires to assure that the County is and remains in full compliance with the Final Rule.

**NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby resolve:**

1. To approve the designation of Clackamas County as a "Hybrid Entity" for purposes of HIPAA compliance.
2. To update the Clackamas County HIPAA Privacy Policies.
3. To recognize the positions of a County Privacy Officer and a County Security Officer to be appointed by the Clackamas County Administrator.
4. To authorize the County Privacy Officer to separately adopt and implement a complete set of HIPAA Privacy Policies for the Clackamas County hybrid entity, including any amendments as necessary to comply with HIPAA.

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

A Resolution of the Clackamas  
County Board of Commissioners  
Recognizing the County's HIPAA  
Policy and Authorizing the County  
Administrator to Adopt a HIPAA Policy  
And Appoint HIPAA Officers



Resolution No.  
*Page 2 of 3*

5. To authorize the County Security Officer to separately adopt and implement a complete set of HIPAA Security Policies for the Clackamas County hybrid entity, including any amendments as necessary to comply with HIPAA.
6. To authorize the County Privacy Officer to maintain a list of departments, divisions or programs considered to be covered components under the hybrid entity, and to amend the list of covered components as realignments occur and program offerings change within the County.
7. That each of the covered components within the hybrid entity shall develop privacy and security procedures implementing county-wide policies and administrative procedures and shall submit all covered component procedures, including proposed revisions, to the County Privacy or County Security Officer, as appropriate, for final approval.
8. That each covered component shall designate a "privacy manager" or privacy coordinator for that component who shall be designated as the covered component's contact for matters relating to HIPAA, including complaints of any breach or potential breach of protected information under HIPAA.
9. To authorize the County Security Officer to separately adopt and implement a complete set of HIPAA Security Policies for the Clackamas County hybrid entity, including any amendments as necessary to comply with HIPAA.
10. To authorize the County Privacy Officer to maintain a list of departments, divisions or programs considered to be covered components under the hybrid entity, and to amend the list of covered components as realignments occur and program offerings change within the County.
11. That each of the covered components within the hybrid entity shall develop privacy and security procedures implementing county-wide policies and administrative procedures and shall submit all covered component procedures, including proposed revisions, to the County Privacy or County Security Officer, as appropriate, for final approval.
12. That each covered component shall designate a "privacy manager" or privacy coordinator for that component who shall be designated as the covered component's contact for matters relating to HIPAA, including complaints of any breach or potential breach of protected information under HIPAA.
13. That each covered component shall promptly forward audit requests related to HIPAA compliance received from external entities to the County Privacy Officer.

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

A Resolution of the Clackamas  
County Board of Commissioners  
Recognizing the County's HIPAA  
Policy and Authorizing the County  
Administrator to Adopt a HIPAA Policy  
And Appoint HIPAA Officers



Resolution No.  
*Page 3 of 3*

14. That this Resolution is effective immediately upon passage.

**DATED** this 20<sup>th</sup> day of July, 2017.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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



**Gary Barth**  
Director

**BUSINESS AND COMMUNITY SERVICES**

Development Services Building  
150 Beaver Creek Road Oregon City, OR 97045

July 20, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Modification of Grant and Cooperative Agreement LI6AC00165  
between Clackamas County and BLM OR/WA for the  
Dump Stoppers Program

<b>Purpose/Outcomes</b>	Clackamas County Parks & Forest manages the Dump Stoppers program, which provides illegal dumping prevention and cleanup services on county and federal forest lands.
<b>Dollar Amount and Fiscal Impact</b>	\$30,000 of BLM Title II funds will be added to existing grant agreement number LI6AC00165. Matching funds of \$5,000 will come from adopted FY17/18 Forest Management fund budget.
<b>Funding Source</b>	Bureau of Land Management – SRS Title II
<b>Duration</b>	Through September 15, 2020
<b>Previous Board Action</b>	Original grant approval on December 3, 2015 and modified on June 23, 2016 by the delegated authority of the BCC to BCS Director Gary Barth
<b>Strategic Plan Alignment</b>	1. Honor, Utilize, Promote and Invest in our Natural Resources 2. Enhance Park and Forest Health.
<b>Contact Person</b>	Rick Gruen, Manager County Parks & Forest
<b>Contract No.</b>	LI6AC00165- Modification No. 003

**BACKGROUND:** The Dump Stoppers program was created in 2003 to address the chronic and growing problem of waste dumping on forested lands in Clackamas County. The program goals are to: 1) clean up identified dump sites on 790,000 acres of program partner lands; 2) enforce anti-dumping laws; and 3) educate the public about the negative consequences of illegal dumping. Federal funds through the BLM – SRS Title II provide for 2 months of Dump Stoppers staff labor operation costs related to dump site cleanup. Matching funds of \$5,000 will provide for Clackamas County Sheriff patrols and enforcement support for the program.

**RECOMMENDATION:**

Staff recommends Board approval of Modification #3 to the BLM Title II LI6AC00165 Grant and Cooperative Agreement and further authorizes Gary Barth, BCS Director, to sign on behalf of Clackamas County.

Respectfully submitted,

Gary Barth, Director of Business and Community Services

# Grant and Cooperative Agreement

CHOOSE ONE:  
 COOPERATIVE AGREEMENT  
 GRANT

CHOOSE ONE:     EDUCATION     FACILITIES     RESEARCH     SDCR     TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER L16AC00165	2. SUPPLEMENT NUMBER 0003	3. EFFECTIVE DATE 06/12/2017	4. COMPLETION DATE 09/15/2020
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5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) CLACKAMAS, COUNTY OF Attn: Molly McKnight 2051 KAEN RD OREGON CITY OR 970451819	6. ISSUED BY    BLM OR-ST OFC PROC MGMT BR (OR952) <b>Mailing Address:</b> 1220 SW 3rd Avenue, 12th Floor PORTLAND OR 97204
--	---

7. TAXPAYER IDENTIFICATION NO. (TIN)	9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) Molly McKnight 503-742-4424 mollymck@clackamas.us
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO. 3UFZ9	

10. RESEARCH, PROJECT OR PROGRAM TITLE  
BLM OR/WA - SRS Clackamas County Illegal Dumpsite Clean-up and Public Education

11. PURPOSE  
The purpose of this modification is to continue support and add funds to the previously approved program as shown in Box 13 and 14.

12. PERIOD OF PERFORMANCE (Approximately)  
08/25/2016 through 09/15/2020

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	\$25,000.00	PREVIOUS	\$25,000.00
THIS ACTION	\$30,000.00	THIS ACTION	\$30,000.00
CASH SHARE	\$0.00	<b>TOTAL</b>	\$55,000.00
NON-CASH SHARE	\$0.00		
RECIPIENT SHARE	\$0.00		
<b>TOTAL</b>	<b>\$55,000.00</b>		

14. ACCOUNTING AND APPROPRIATION DATA  
01

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS
0020118857			

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER	PO Terry Fennell		503-375-5678	tfennell@blm.gov
NEGOTIATOR				
ADMINISTRATOR	Carrie Stricklin		(503) 808-6490	cstricklin@blm.gov
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF:  
SRS

17. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input type="checkbox"/> FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT	18. APPLICABLE ENCLOSURE(S), IF CHECKED: <input type="checkbox"/> PROVISIONS <input type="checkbox"/> SPECIAL CONDITIONS <input type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS
---	---

<b>UNITED STATES OF AMERICA</b>	<b>COOPERATIVE AGREEMENT RECIPIENT</b>
---------------------------------	--

CONTRACTING/GRANT OFFICER Carrie Stricklin	DATE 06/12/2017	AUTHORIZED REPRESENTATIVE	DATE
---	--------------------	---------------------------	------

# Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00020	<p>CFDA Number: 15.234  DUNS Number: 096992656  L15AS00230  Legacy Doc #: BLM  Account Assignm: K G/L Account: 6100.411C0  Business Area: L000 Commitment Item: 411C00 Cost  Center: LLORN01000 Functional Area:  L58840000.HQ0000 Fund: 16XL5485AR Fund Center:  LLORN01000 Project/WBS: LX.RS.SS280000 PR Acct  Assign: 01  Period of Performance: 08/25/2016 to 09/15/2020</p> <p>Dumpsite Cleanup  Obligated Amount: \$30,000.00    Period of Performance: 06/12/2017 to 09/15/2020</p> <p>Grants Management Specialist (GMS)  Shelli Timmons  Bureau of Land Management  OR/WA State Office  PO Box 2965, Portland OR 97208  Telephone: 503-808-6295  Email: srtimmons@blm.gov</p> <p>Program Officer (PO)  Terry Fennell  Bureau of Land Management  1717 Fabry Road SE  Salem OR 97306  Telephone: 503-375-5678  E-mail: tfennell@blm.gov</p> <p>Award Recipient  Molly McKnight  Clackamas County  Continued ...</p>				30,000.00



# Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	150 Beaver creek Rd Oregon City OR 97045 Telephone: 503-742-4424 Fax: 503-742-4420 E-mail: mollymck@clackamas.us				



**Gary Barth**  
Director

**BUSINESS AND COMMUNITY SERVICES**

Development Services Building  
150 Beaver Creek Road Oregon City, OR 97045

July 20, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Amendment and Restatement of Interim Agreement by and among Metro,  
The City of Oregon City, Clackamas County, and  
Rediscover the Falls, an Oregon nonprofit public benefit corporation ("RTF")

<b>Purpose/Outcomes</b>	Be party to an Interim Agreement to provide additional grant funding to RTF to launch its first capital campaign to support the first phase of the Legacy Project known as the Riverwalk. The Riverwalk will, among other things, create public open space and a pedestrian parkway on the former site of the Blue Heron Paper Mill in Oregon City and provide the public unobstructed views of the Willamette River and Willamette Falls
<b>Dollar Amount and Fiscal Impact</b>	\$50,000 for FY 17/18 to be paid by Clackamas County, with matching funding commitments from Oregon City and Metro
<b>Funding Source</b>	Economic Opportunity Fund in BCS
<b>Duration</b>	The amended expiration date is June 30, 2018
<b>Strategic Plan Alignment</b>	1. Grow a Vibrant Economy 2. Honor, Utilize, Promote and Invest in our Natural Resources
<b>Previous Board Action</b>	Board directed it be placed on Consent Agenda for July 20, 2017 Business Meeting during the July 11, 2017 Issues meeting
<b>Contact Person</b>	Gary Barth, Director of Business and Community Services, 503-742-4299

**BACKGROUND:**

Rediscover the Falls (RTF) is a registered 501c3 nonprofit organization established in 2015 to be the friend-building and private fundraising arm of the Willamette Falls Legacy Project. Funds raised by RTF will enhance and supplement the public dollars that are committed to Phase 1 of Riverwalk Project and provide funds for future phased development.

RTF is managed by a part-time Executive Director with administrative support provided through a business services agreement with the Downtown Oregon City Association. RTF is governed by a volunteer Board comprised of business and industry professionals, labor and tribal leaders, educators, professional fundraisers, civic leaders, environmental conservationists, engaged citizens and others.

RTF's initial funding is provided through an agreement with Metro, the City of Oregon City and Clackamas County. This partnership between the public partners and RTF is critical to ensuring the long-term success of both RTF and the WFLP.

RTF staff has provided the parties to this agreement with a draft Strategic Plan and related staffing plan that outlines the use of these funds to deliver on sections 3 and 4 of this agreement.

The Clackamas County Economic Development department has made a two year commitment of \$50,000 per year beginning in FY 17/18 which is the same commitment made by the other two public partners Oregon City and Metro. The county's contribution is accomplished by reducing the contractual arrangement with Summit Strategies for federal funding lobbying for the WFLP. The justification for re-directing these funds is that RTF may have a higher likelihood of raising local donations than Summit Strategies might have in helping secure federal funds for the WFLP in this current environment.

County Counsel has reviewed and approved the Amendment and Restatement of Interim Agreement for consideration and approval of the Board.

**RECOMMENDATION:**

Staff recommends the Board approve the Amendment and Restatement of Interim Agreement by and among Metro, The City of Oregon City, Clackamas County, and RTF and authorize Don Krupp, County Administrator, to sign the Agreement.

Respectfully submitted,

Gary Barth, Director  
Business and Community Services Director

## AMENDMENT AND RESTATEMENT OF INTERIM AGREEMENT

This Amendment and Restatement of Interim Agreement (this "Amendment") is entered into effective as of July 1, 2017 (the "Effective Date"), by and among Metro, an Oregon municipal corporation ("Metro"), The City of Oregon City, an Oregon municipal corporation ("Oregon City"), Clackamas County, an Oregon municipal corporation (the "County"), and Rediscover the Falls, an Oregon nonprofit public benefit corporation ("RTF"). Metro, Oregon City, the County, and RTF may be referred to herein individually as a "Party," or collectively as the "Parties." Metro, Oregon City, and the County are collectively referred to in this Amendment as the "Public Partners."

### RECITALS

A. Metro, Oregon City, and RTF are parties to an Interim Agreement effective October 27, 2016 (the "Original Agreement"), which provided grant funding to RTF to help launch RTF as a volunteer support group for the Willamette Falls Legacy Project, which project will, among other things, create public open space and a pedestrian parkway on the former site of the Blue Heron Paper Mill in Oregon City to provide the public unobstructed views of the Willamette River and Willamette Falls (the "Legacy Project").

B. RTF has fully complied with the requirements of the Original Agreement, and now would like additional grant funding to launch its first capital campaign to support a first phase of the Legacy Project, known as the "riverwalk."

C. In addition, the County desires to be added as a party to the Original Agreement in order to help support the work of RTF.

D. For the sake of clarity, the Parties now desire to enter into this Amendment for the purpose of amending and restating the Original Agreement, on the terms and conditions set forth below.

### AMENDMENT

In consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the Parties agree as follows:

1. Restatement; Term of Agreement. The Original Agreement is amended and restated in its entirety as set forth in this Amendment. The term of this Amendment shall commence on the Effective Date and expire on June 30, 2018.

2. Future Long Term Agreement. During the term of this Amendment, the Parties will negotiate a potential future agreement among the Parties that would commence following the term of this Amendment. As of the Effective Date, the future agreement is anticipated to address: (a) fundraising and distribution of funds raised among the Parties; (b) outreach and communications; (c) any future funding by the Public Partners; (d) use of websites, trademarks, and other media; and (e) RTF's mission in relation to the Legacy Project and the Public Partners. Each Party may elect to enter into any future long term agreement in their sole and absolute discretion.

3. Organization and Capacity Building.

3.1. Corporate and Tax-Exempt Status. RTF shall maintain its tax exempt status under Section 501(c)(3) of the Internal Revenue Code. RTF shall maintain articles of incorporation establishing that the sole purpose of RTF is to support and benefit the Legacy Project. RTF shall promptly provide the Public Partners with written notice and an updated copy of its articles of incorporation and corporate bylaws any time they are amended, restated or otherwise changed.

3.2. Books and Records. RTF shall maintain all of its records relating specifically to this Amendment, such as accounting records and receipts for costs incurred, on a generally recognized accounting basis, on its own equipment. RTF shall prepare and maintain a budget that will allow completion of the requirements of this Amendment. The Public Partners shall have the opportunity to inspect and/or copy such records at a convenient place during normal business hours.

3.3. Update Strategic Plan. RTF shall update its strategic plan, which strategic plan will include: (a) a plan for carrying out a private fundraising campaign to support the first and second phases of the riverwalk; (b) a plan to advance community engagement relating to the Legacy Project; and (c) a plan to ensure RTF is a fully functioning and sustainable organization over the long term.

3.4. Develop Business Plan. RTF shall develop a business plan, which plan will: (a) prioritize using RTF's financial resources to ensure organizational capacity and fundraising success; (b) develop mid- and long-term RTF operational funding plans (not connected to any capital campaign); (c) identify "friend-raising" rationale, roles and goals; and (d) identify achievable level of community engagement by RTF, such as Friday site tours, donor prospecting, leadership recruitment, and other events.

3.5. Update RTF Leadership Structure. RTF shall endeavor to increase the number of people on its governing board and shall establish a fundraising campaign committee.

3.6. Annual Report. RTF shall prepare an annual report of its activities and accomplishments and deliver the annual report to the Public Partners on or prior to the expiration of the term of this Amendment.

3.7. Board Meetings. RTF shall provide the Public Partners reasonable advance notice of its board meetings.

4. Capital Fundraising & Development.

4.1. Donor Database; Donor Prospecting Pipeline. During the term of this Amendment, RTF shall maintain and expand its donor database, and develop and implement a donor prospecting pipeline (including identification of likely donors, identification of steps necessary to progress likely donors to actual donors, demonstration of actions taken to secure

donors, and report of successful donations). The Parties shall establish a minimum goal for donors and/or donations to be obtained during the term of this Amendment.

4.2. Riverwalk Projects; Fundraising Plan. By December 31, 2017, and in collaboration with the Public Partners, RTF shall develop a list of capital projects connected to the riverwalk that may be eligible for fundraising by RTF. Once agreed upon, RTF shall revise and test the fundraising feasibility of this capital projects list. Based on the results of this fundraising feasibility analysis, RTF shall (a) finalize its capital campaign fundraising goal, (b) create and begin implementation of a capital fundraising plan to raise funds for the capital projects with the highest likelihood of success, utilizing the donor database and donor prospecting pipeline, and (c) take all reasonable steps to secure and obtain the Five Million Dollar lead grant whose sponsor has, as of the date of this Amendment, indicated interest in providing to RTF for the Legacy Project.

4.3. Use of Donated Funds. It is the understanding of the Parties that any funds and donations secured by RTF during the term of this Amendment may be used to support the organizational capacity of RTF while maximizing support for the riverwalk and the capital project(s) for which the funds were donated.

5. Responsibilities of the Public Partners.

5.1. The Public Partners shall invite RTF to all riverwalk and Legacy Project public and VIP events.

5.2. The Public Partners shall keep RTF apprised of developments in the permitting and construction of the riverwalk and include RTF in the process, including without limitation, providing an update at every RTF board meeting. Oregon City, the County and Metro shall each send at least one staff representative to all RTF board meetings.

5.3. Upon execution of this Amendment, Oregon City shall provide RTF with a \$50,000 grant payment. At the end of the first quarter, second quarter and third quarter of the term of this Amendment, RTF shall send a statement to the Public Partners describing work and deliverables completed during such quarter. After receipt of each statement, Metro and/or the County shall provide grant payments to RTF in accordance with the procedures described in Exhibit A attached to this Amendment and the schedule of grant payments below. Statements shall include the information set forth on Exhibit A to this Agreement, and shall be submitted to the Public Partners in accordance with the procedures set forth on Exhibit A.

1st Quarter (July-Sept.):	\$40,000 – to be paid by Metro
2nd Quarter (Oct.-Dec.):	\$30,000 – to be paid by County
3rd Quarter (Jan.-March):	\$30,000 – to be paid 1/3 by Metro and 2/3 by the County

6. Communications.

6.1. Project Communications. RTF acknowledges and agrees that the Public Partners lead the Legacy Project's communications strategy. All public communications by RTF regarding the riverwalk and the Legacy Project will be subject to the prior approval of the Public

Partners. The Public Partners shall provide RTF with the key project messages, and RTF agrees to adhere to these messages in its communications. RTF shall permit the Public Partners to review and approve any promotional materials prepared by RTF. Metro grants permission to RTF to use the name “Rediscover the Falls.”

6.2. RTF Communications. The Public Partners shall provide RTF with the opportunity to review publicity and printed materials produced by the Public Partners regarding RTF, and to review and approve communications regarding RTF by the Public Partners.

7. Termination. This Amendment may be terminated by any Party for cause, subject to the requirements set forth in this section.

7.1. Termination for Cause. If any Party determines that a material breach of the terms of this Amendment has occurred, the aggrieved Party shall promptly provide written notice of such breach to the other parties, reasonably documenting said breach and demanding that the breach be cured. The breaching Party shall thereafter cure said breach within 10 days of receipt of said notice. If the breaching Party fails to so cure, or under circumstances where the breach cannot reasonably be cured within a 10-day period, fails to begin curing such violation within the 10-day period, or after 10 days has expired fails to continue diligently to cure the breach until finally cured, the aggrieved Party may, at its sole discretion, immediately withdraw as a party to this Amendment, or if there are only two parties to the Amendment, terminate this Amendment. The exercise of this termination right shall not extinguish or prejudice the terminating Party’s right to seek damages and enforcement of the terms of this Amendment in a court of competent jurisdiction with respect to any breach that has not been cured.

7.2. Dissolution. If RTF must dissolve, after payment or provision for payment of all RTF liabilities, the assets of RTF shall be distributed forty percent (40%) each to Oregon City and Metro, and twenty percent (20%) to the County, to be used by the Public Partners for the purpose of the Legacy Project. Upon termination of this Amendment, if no long term agreement is in place, RTF shall dissolve and cease fundraising for the Legacy Project.

8. Insurance. RTF shall provide the Public Partners with a certificate of insurance complying with this Section within thirty (30) days after the Effective Date. Notice of any material change or policy cancellation shall be provided to the Public Partners thirty (30) days prior to any change. All policies shall name Metro, the County and Oregon City, and their elected officials, officers, employees and agents, as additional insureds. RTF’s coverage will be primary as respect to Metro, the County and Oregon City.

8.1. The most recently approved ISO (Insurance Services Offices) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, providing coverage against claims for bodily injury, death, personal injury, property damage, contractual liability, premises and products/completed operations. This insurance is required for RTF as an organization only if RTF hosts events. Coverage of RTF staff through independent contractors’ coverage is otherwise acceptable to comply with this paragraph.

8.2. Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, combined single limit for bodily injury and property damage including coverage for owned, non-owned, and hired vehicles, including loading and unloading operations. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. Coverage of RTF staff through independent contractors' coverage is acceptable to comply with this paragraph.

8.3. Nonprofit Directors and Officers Insurance to protect the directors, officers and board members (past, present, and future) of RTF.

9. Indemnification.

9.1. RTF agrees to defend, indemnify and hold harmless Metro, Oregon City, and the County, their elected officials, officers, agents and employees, against all loss, damages, expenses, and liability, whether arising in tort, contract or by operation of any statute or common law, relating to or arising out of RTF's performance of, or failure to perform, its promises in this Amendment.

9.2. The County shall defend, indemnify and hold harmless RTF, Oregon City, and Metro, and their officers, agents and employees, against all loss, damage, expenses, judgments, claims and liability, whether arising in tort, contract or by operation of any statute or common law, arising out of or in any way connected to the County's performance of, or failure to perform, its promises in this Amendment, subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, ORS Chapter 30.

9.3. Metro shall defend, indemnify and hold harmless RTF, the County and Oregon City and their officers, agents and employees, against all loss, damage, expenses, judgments, claims and liability, whether arising in tort, contract or by operation of any statute or common law, arising out of or in any way connected to Metro's performance of, or failure to perform, its promises in this Amendment, subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, ORS Chapter 30.

9.4. Oregon City shall defend, indemnify and hold harmless RTF, the County, and Metro, and their officers, agents and employees, against all loss, damage, expenses, judgments, claims and liability, whether arising in tort, contract or by operation of any statute or common law, arising out of or in any way connected to Metro's performance of, or failure to perform, its promises in this Amendment, subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, ORS Chapter 30.

9.5. The foregoing indemnification, defense, and hold harmless provisions are for the sole and exclusive benefit of the Parties, and their respective elected officials, officers, employees, and agents, and shall survive termination or expiration of this Amendment. They are not intended, nor shall they be construed, to confer any rights on or liabilities to any person or persons other than the Parties and their respective elected officials, officers, employees and agents.



10. Miscellaneous Provisions.

10.1. Authorization. The Parties have obtained all approvals required by law, bylaws, operating agreements, and pertinent corporate documents in order to enter into this Agreement. Approval of the Public Partners shall mean the approval of Don Robertson, Interim Director of Metro's Parks and Nature Department, and Tony Konkol, City Manager of the City of Oregon City, and Gary Barth, Business and Community Services Director of Clackamas County. Metro, the County, or Oregon City may change its authorized representative at any time upon written notice to the other Parties.

10.2. No Joint Venture; Several Obligations. The Parties agree that, during the term hereof, each Party shall act in its individual capacity and not as agents, employees, partners, joint ventures or associates of one another, and that nothing in this Amendment, nor the Parties' acts or failures to act hereunder, shall constitute or be construed by the parties, or by any third person, to create an employment, partnership, joint venture, association or joint employer relationship between them. The Parties agree that, as independent and separate entities, each shall maintain a management structure independent of the other during the term hereof. The agreements of Metro, the County, and Oregon City under this Amendment are several (and not joint) in all respects.

10.3. Entire Agreement. This Amendment constitutes the entire agreement between the Parties on the matter addressed herein, and supersedes all prior or contemporaneous oral or written communications, agreements or representations relating to its subject matter. No waiver, consent, modification or change of terms of this Amendment shall bind any Party unless in writing and signed by all Parties. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver by any Party of that or any other provision.

10.4. Notices. Notices will be deemed received upon personal service or upon deposit in the United States Mail, certified mail, postage prepaid, return receipt requested addressed as follows:

To RTF:	Rediscover the Falls PO Box 2588 Oregon City, OR 97045
To Metro:	Metro Office of Metro Attorney 600 NE Grand Avenue Portland, Oregon 97232-2736

To Oregon City: City of Oregon City  
Office of the City Manager  
PO Box 3040  
Oregon City, OR 97045

To County: Clackamas County  
Business & Community Services  
150 Beaver Creek Road  
Oregon City, OR 97045

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manner set forth above shall be effective when received by the Party for whom it is intended.

10.5. No Benefit to Third Parties. Metro, Oregon City, the County and RTF are the only Parties to this Amendment and as such are the only Parties entitled to enforce its terms. Nothing in this Amendment gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

10.6. Severability. If any one or more of the provisions of this Amendment shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part, or in any other respect, then such provision or provisions shall be deemed null and void and shall not affect the validity of the remainder of the Amendment, which shall remain operative and in full force and effect to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

**METRO**

**REDISCOVER THE FALLS**

By: \_\_\_\_\_  
Martha J. Bennett, Chief Operating Officer

By: Shelly Parini  
Shelly Parini, Executive Director

**OREGON CITY**

**CLACKAMAS COUNTY**

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

By: \_\_\_\_\_  
Don Krupp, County Administrator

## EXHIBIT A

### Invoice Requirements

*Need to Add County requirements and Oregon City contact information*

1. RTF shall send its statements to Metro, Oregon City, and the County.
  - When to Metro, the statement shall be sent to [metroaccountspayable@oregonmetro.gov](mailto:metroaccountspayable@oregonmetro.gov), and the statement shall include the Metro contract number and RTF's name in the email subject line.
  - When to Oregon City, the invoice shall be sent to [kreid@orc.city.org](mailto:kreid@orc.city.org).
  - When to County, the statement shall be sent to [LZentner@clackamas.us](mailto:LZentner@clackamas.us), and the statement shall include RTF's name in the email subject line.
  
2. The statement shall include:
  - The Metro contract number
  - RTF's name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and deliverables completed during the prior quarter.
  
3. With respect to the grant payments to be made by Metro and the County, per the schedule below, Metro and the County shall make the payment on a Net 30 day basis upon approval of the invoice.

1st Quarter (July-Sept.):	\$40,000 – to be paid by Metro
2nd Quarter (Oct.-Dec.):	\$30,000 – to be paid by County
3rd Quarter (Jan.-March):	\$30,000 – to be paid 1/3 by Metro and 2/3 by the County



**JUVENILE DEPARTMENT**  
**JUVENILE INTAKE AND ASSESSMENT CENTER**  
2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Personal Services Contract Amendment #7 / Renewal #4 with  
Boys and Girls Aid Society to Provide Shelter Services to Youth**

<b>Purpose/ Outcomes</b>	Amendment and renewal to continue the purchase of shelter beds Clackamas County purchases from Boys and Girls Aid Society.
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$256,648.73.
<b>Funding Source</b>	These beds are funded through State of Oregon Juvenile Crime Prevention Basic and Diversion funds, General Funds, and Federal Medicaid monies.
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2018.
<b>Previous Board Action</b>	Contract Approval 7-11-13, Agenda Item E.5.
<b>Strategic Plan Alignment</b>	Ensure safe, healthy, and secure communities. Shelter care is an integral part of the Juvenile Department's continuum of service model. This resource allows youth to be placed outside their home when behavior is creating a public safety concern or when there are family issues that create a need for temporary out-of-home placement.
<b>Contact Person</b>	Christina L. McMahan, Director – Juvenile Department – 503-655-8342 ext. 3171.

**BACKGROUND:**

Attached is a contract amendment and renewal for professional shelter services between Clackamas County Juvenile Department and Boys and Girls Aid Society (BGAID). The juvenile department must have short term and immediate shelter care resources for those youth not able to be returned to their families and /or need a non-detention placement due to individual issues, needs, or concerns. Youth placed into shelter care will receive, in addition to the shelter home, case management and assessment services.

The contract with BGAID is for \$200,825.63 for three shelter care beds providing shelter care and assessment services continuing July 1, 2017 through June 30, 2018. \$100,920.00 of the funds for these services comes from the State of Oregon, though the Oregon Youth Authority's Juvenile Crime Prevention Basic and Diversion Services funding, \$66,549.30 comes from federal Medicaid monies and the balance of \$33,356.33 comes from the general fund. General Fund resources are available to fund beds for Medicaid-ineligible youth as needed.

This contract is one of three the County maintains to provide the services. The other contracts are with Parrott Creek Child and Family Services and Christian Community Placement Center. All three providers have been selected through a Request for Qualifications process.

County Counsel has reviewed this contract.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached amendment and renewal with Boys and Girls Aid Society to provide shelter services to youth involved with the Clackamas County Juvenile Department.

Respectfully submitted,

Christina L. McMahan, Director  
Juvenile Department

Placed on the Agenda of \_\_\_\_ July 20, 2017 \_\_\_\_ by the Procurement Division

**AMENDMENT #7 / RENEWAL #4**

**TO THE CONTRACT DOCUMENTS WITH BOYS AND GIRLS AID SOCIETY OF OREGON FOR SHELTER SERVICES TO YOUTH RESIDING IN CLACKAMAS COUNTY UNDER THE JURISDICTION OF CLACKAMAS COUNTY JUVENILE COURT**

This Amendment #7 / Renewal #4 is entered into between **Boys and Girls Aid Society of Oregon** (“Contractor”) and Clackamas County (“County”) and it shall become part of the Personal Services Contract entered into between the parties on July 11, 2013.

The Purpose of the Amendment #7 / Renewal #4 is to make the following changes to the Contract:

1. Section I. **COMPENSATION** is hereby changed as follows:

County is exercising the option to renew the remaining one (1), one-year optional renewal available on this Contract. The termination date is hereby changed from June 30, 2017 to **June 30, 2018**. The maximum fiscal year compensation authorized under this contract is \$200,825.63. Fiscal year is defined as July 1 to June 30. The total compensation authorized under this Contract shall not exceed \$909,660.32.

County and Contractor acknowledge that services may have been performed after the termination date and desire to affirm and pay for such work pursuant to this Amendment.

ORIGINAL CONTRACT	\$ 145,734.00
Amendment #1	Add Contract Language
Amendment #2 / <b>Renewal #1</b>	\$ 150,102.60
Amendment #3	\$ 33,356.33 (\$100,069.00 split among 3 providers)
Amendment #4 / <b>Renewal #2</b>	\$ 187,959.38
Amendment #5 / <b>Renewal #3</b>	\$ 192,602.18
Amendment #6	\$ 8,223.45
<b>Amendment #7 / Renewal #4</b>	<b>\$ 200,825.63</b>
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$ 909,660.32</b>

2. Section IV. **INSURANCE REQUIREMENTS** is hereby changed as follows:  
Contractor is required to provide Abuse and Molestation coverage as an additional Policy in the amount of not less than \$1,000,000 combined single limit coverage.
3. Prior Extensions and Amendments of this Contract are hereby ratified and affirmed. Except as specifically set forth herein, all terms and conditions of this contract are ratified and affirmed.

**SIGNATURE PAGE FOLLOWS**

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #7 / Renewal #4, effective upon the date of the last signature below.

Boys and Girls Aid Society of Oregon  
018 SW Boundary Court  
Portland OR 97239

Clackamas County Board of County  
Commissioners by:

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

\_\_\_\_\_  
Chair

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

Approved as to Form:

000535-12  
\_\_\_\_\_  
Oregon Business Registry #

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

DNP – Oregon  
\_\_\_\_\_  
Entity Type / State of Formation

\_\_\_\_\_  
Date



**JUVENILE DEPARTMENT**  
**JUVENILE INTAKE AND ASSESSMENT CENTER**  
2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Personal Services Contract Amendment #7 / Renewal #4 with  
Christian Community Placement Center to  
Provide Shelter Services for Youth**

<b>Purpose/ Outcomes</b>	Amendment and renewal to continue the purchase of shelter beds Clackamas County purchases from Christian Community Placement Center.
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$256,648.73.
<b>Funding Source</b>	These beds are funded through State of Oregon Juvenile Crime Prevention Basic and Diversion funds, General Funds, and Federal Medicaid monies.
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2018.
<b>Previous Board Action</b>	Contract Approval 7/11/13, Agenda Item E.6.
<b>Strategic Plan Alignment</b>	Ensure safe, healthy, and secure communities. Shelter care is an integral part of the Juvenile Department’s continuum of service model. This resource allows youth to be placed outside their home when behavior is creating a public safety concern or when there are family issues that create a need for temporary out-of-home placement.
<b>Contact Person</b>	Christina L. McMahan, Director – Juvenile Department – 503-655-8342 ext. 3171.

**BACKGROUND:**

Attached is a contract amendment and renewal for professional shelter services between Clackamas County Juvenile Department and Christian Community Placement Center (CCPC). The juvenile department must have short term and immediate shelter care resources for those youth not able to be returned to their families and/or need a non-detention placement due to individual issues, needs, or concerns. Youth placed into shelter care will receive, in addition to the shelter home, case management and assessment services.

The contract with CCPC is for \$200,825.63 for three shelter care beds providing shelter care and assessment services continuing July 1, 2017 through June 30, 2018. \$100,920.00 of the funds for these services comes from the State of Oregon, though the Oregon Youth Authority’s Juvenile Crime Prevention Basic and Diversion Services funding, \$66,549.30 comes from federal Medicaid monies and the balance of \$33,356.33 comes from the general fund. General Fund resources are available to fund beds for Medicaid-ineligible youth as needed.



This contract is one of three the County maintains to provide the services. The other contracts are with Parrott Creek Child and Family Services and Boys and Girls Aid Society. All three providers have been selected through a Request for Qualifications process.

County Counsel has reviewed this contract.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached amendment and renewal with Christian Community Placement Center to provide shelter services to youth involved with the Clackamas County Juvenile Department.

Respectfully submitted,

Christina L. McMahan, Director  
Juvenile Department

Placed on the Agenda of July 20, 2017 by the Procurement Division

**AMENDMENT #7 / RENEWAL #4**

**TO THE CONTRACT DOCUMENTS WITH CHRISTIAN COMMUNITY PLACEMENT CENTER  
FOR SHELTER SERVICES TO YOUTH RESIDING IN CLACKAMAS COUNTY UNDER THE  
JURISDICTION OF CLACKAMAS COUNTY JUVENILE COURT**

This Amendment #7 / Renewal #4 is entered into between **Christian Community Placement Center** (“Contractor”) and Clackamas County (“County”) and it shall become part of the Personal Services Contract entered into between the parties on July 11, 2013.

The Purpose of the Amendment #7 / Renewal #4 is to make the following changes to the Contract:

1. Section I. **COMPENSATION** is hereby changed as follows:  
County is exercising the option to renew the remaining one (1), one-year optional renewal available on this Contract. The termination date is hereby changed from June 30, 2017 to **June 30, 2018**. The maximum fiscal year compensation authorized under this contract is \$200,825.63. Fiscal year is defined as July 1 to June 30. The total compensation authorized under this Contract shall not exceed \$909,660.32.

County and Contractor acknowledge that services may have been performed after the termination date and desire to affirm and pay for such work pursuant to this Amendment.

ORIGINAL CONTRACT	\$ 145,734.00
Amendment #1	Add Contract Language
Amendment #2 / <b>Renewal #1</b>	\$ 150,102.60
Amendment #3	\$ 33,356.33 (\$100,069.00 split among 3 providers)
Amendment #4 / <b>Renewal #2</b>	\$ 187,959.38
Amendment #5 / <b>Renewal #3</b>	\$ 192,602.18
Amendment #6	\$ 8,223.45
<b>Amendment #7 / Renewal #4</b>	<b>\$ 200,825.63</b>
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$ 909,660.32</b>

2. Section IV. **INSURANCE REQUIREMENTS** is hereby changed as follows:  
Contractor is required to provide Abuse and Molestation coverage as an additional Policy in the amount of not less than \$1,000,000 combined single limit coverage.
3. Prior Extensions and Amendments of this Contract are hereby ratified and affirmed. Except as specifically set forth herein, all terms and conditions of this contract are ratified and affirmed.

**SIGNATURE PAGE FOLLOWS**

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #7 / Renewal #4, effective upon the date of the last signature below.

Christian Community Placement Center  
4890 32<sup>nd</sup> Ave. SE  
Salem OR 97317

Clackamas County Board of County  
Commissioners by:

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

\_\_\_\_\_  
Chair

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

Approved as to Form:

\_\_\_\_\_  
161515-81

\_\_\_\_\_  
Oregon Business Registry #

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

\_\_\_\_\_  
DNP – Oregon

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

\_\_\_\_\_  
Date



JUVENILE DEPARTMENT  
JUVENILE INTAKE AND ASSESSMENT CENTER  
2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Personal Services Contract Amendment #7 and Renewal #4  
with Parrott Creek Child and Family Services to  
Provide Shelter Services for Youth**

<b>Purpose/ Outcomes</b>	Amendment and renewal to continue the purchase of shelter beds Clackamas County purchases from Parrott Creek Child and Family Services.
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$256,648.73.
<b>Funding Source</b>	These beds are funded through State of Oregon Juvenile Crime Prevention Basic and Diversion funds, General Funds, and Federal Medicaid monies.
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2018.
<b>Previous Board Action</b>	Contract Approval 7/11/13, Agenda Item E.4.
<b>Strategic Plan Alignment</b>	Ensure safe, healthy, and secure communities. Shelter care is an integral part of the Juvenile Department's continuum of service model. This resource allows youth to be placed outside their home when behavior is creating a public safety concern or when there are family issues that create a need for temporary out-of-home placement.
<b>Contact Person</b>	Christina L. McMahan, Director – Juvenile Department – 503-655-8342 ext. 3171.

**BACKGROUND:**

Attached is a contract amendment and renewal for professional shelter services between Clackamas County Juvenile Department and Parrott Creek Child and Family Services (PCCFS). The juvenile department must have short term and immediate shelter care resources for those youth not able to be returned to their families and/or need a non-detention placement due to individual issues, needs, or concerns. Youth placed into shelter care will receive, in addition to the shelter home, case management and assessment services.

The contract with PCCFS is for \$256,648.73 for four shelter care beds providing shelter care and assessment services continuing July 1, 2017 through June 30, 2018. \$100,920.00 of the funds for these services comes from the State of Oregon, though the Oregon Youth Authority's Juvenile Crime Prevention Basic and Diversion Services funding, \$22,303.40 comes from federal Medicaid monies and the balance of \$133,425.33 comes from the general fund. General Fund resources are available to fund beds for Medicaid-ineligible youth if needed.

This contract is one of three the County maintains to provide the services. The other contracts are with Boys and Girls Aid Society and Christian Community Placement Center. All three providers have been selected through a Request for Qualifications process.

County Counsel has reviewed this contract.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached amendment and renewal with Parrott Creek Child and Family Services to provide shelter services to youth involved with the Clackamas County Juvenile Department.

Respectfully submitted,

Christina L. McMahan, Director  
Juvenile Department

Placed on the Agenda of July 20, 2017 by the Procurement Division

**AMENDMENT #7 / RENEWAL #4**

**TO THE CONTRACT DOCUMENTS WITH PARROTT CREEK CHILD AND FAMILY SERVICES, INC. FOR SHELTER SERVICES TO YOUTH RESIDING IN CLACKAMAS COUNTY UNDER THE JURISDICTION OF CLACKAMAS COUNTY JUVENILE COURT**

This Amendment #7 / Renewal #4 is entered into between **Parrott Creek Child and Family Services, Inc.** ("Contractor") and Clackamas County ("County") and it shall become part of the Personal Services Contract entered into between the parties on July 11, 2013.

The Purpose of the Amendment #7 / Renewal #4 is to make the following changes to the Contract:

1. Section I. **COMPENSATION** is hereby changed as follows:  
County is exercising the option to renew the final and remaining one (1), one-year optional renewal available on this Contract. The termination date is hereby changed from June 30, 2017 to **June 30, 2018**. The maximum fiscal year compensation authorized under this contract is \$256,648.73. Fiscal year is defined as July 1 to June 30. The total compensation authorized under this Contract shall not exceed \$1,592,535.62.

County and Contractor acknowledge that services may have been performed after the termination date and desire to affirm and pay for such work pursuant to this agreement.

ORIGINAL CONTRACT	\$ 291,468.00
Amendment #1	Add Contract Language
Amendment #2 / <b>Renewal #1</b>	\$ 300,205.20
Amendment #3	\$ 33,356.33 (\$100,069.00 split among 3 providers)
Amendment #4 / <b>Renewal #2</b>	\$ 342,562.43
Amendment #5 / <b>Renewal #3</b>	\$ 351,848.03
Amendment #6	\$ 16,446.90
<b>Amendment #7 / Renewal #4</b>	<b>\$ 256,648.73</b>
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$1,592,535.62</b>

2. Section IV. **INSURANCE REQUIREMENTS** is hereby changed as follows:  
Contractor is required to provide Abuse and Molestation coverage as an additional Policy in the amount of not less than \$1,000,000 combined single limit coverage.
3. Prior Extensions and Amendments of this Contract are hereby ratified and affirmed. Except as specifically set forth herein, all terms and conditions of this contract are ratified and affirmed.

**SIGNATURE PAGE FOLLOWS**

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #7 / Renewal #4, effective upon the date of the last signature below.

Parrott Creek Child and Family Services, Inc.  
1001 Molalla Ave., Ste. 209  
Oregon City, OR 97045

Clackamas County Board of County  
Commissioners by:

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

\_\_\_\_\_  
Chair

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

Approved as to Form:

093633-18  
\_\_\_\_\_  
Oregon Business Registry #

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

DNP – Oregon  
\_\_\_\_\_  
Entity Type / State of Formation

\_\_\_\_\_  
Date



Christina L. McMahan  
Director

**JUVENILE DEPARTMENT**

**Juvenile Intake and Assessment Center**  
2121 Kaen Road | Oregon City, OR 97045

July 20, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

**Acceptance of a Grant Award from Bureau of Land Management Financial Assistance Opportunity #LL16AC00217 – BLM OR-WA Youth Services, Clackamas County, Oregon**

<b>Purpose/ Outcomes</b>	This Grant will fund work crew days for Clackamas County Juvenile Department's (CCJD) Project Payback 10-Week Work Crew program. The crews provide youth the opportunity to work on Bureau of Land Management (BLM) restoration and protection projects, gain an appreciation for the appropriate use of public lands and the resources they provide; while giving youth the chance to repair the harm their actions caused in the community. Additionally, youth are able to earn stipends to repay victims and gain valuable work readiness training.
<b>Dollar Amount and Fiscal Impact</b>	Funding is for \$10,000. As stated in the July 2016 application we will be receiving incremental amounts throughout the next five years for an accumulated amount up to \$200,000. This is the second award under the new application. There is no match requirement.
<b>Funding Source</b>	Bureau of Land Management
<b>Duration</b>	Five years; grant period begins on date of award.
<b>Previous Board Action</b>	July 21, 2016 Approval to Apply, Agenda Item E.1, September 22, 2016, Request for Approval to Award \$15,000
<b>Strategic Plan Alignment</b>	Ensure safe, healthy, and secure communities. Youth offenders are held accountable through facilitation of victim and community restoration through collaboration with community partners to assist in positive youth development and strengthening families.
<b>Contact Person</b>	Mark McDonnell, Assistant Director, Juvenile Department – 503-655-8342 ext 7115 or Lisa Krzmarzick, ext 8788



**BACKGROUND:**

BLM funding provides work crew days for CCJD's Project Payback 10-Week Work Crews, a work-readiness training program. Crews work on projects and sites identified by BLM staff. Assigned projects include: removal of invasive plant species; improving established trails; and eliminating unauthorized trails. All projects are to enhance the public's experience while visiting these sites.

Youth working on these projects gain increased understanding and appreciation for natural resources through conservation education; and develop entry-level job skills to become a more marketable job candidate. Additionally, youth are provided the opportunity to repair the harm their actions caused to victims and communities, through their work and the stipends that they can earn to pay restitution to victims, or other fines and fees owed.

Since 2011 CCJD has contracted a local non-profit organization to be responsible for crew supervision, carrying out program objectives and providing the conservation and work-readiness training.

**RECOMMENDATION:**

Staff recommends the Board approve the award for BLM financial assistance opportunity #L16AC00217 – *BLM OR-WA Youth Services, Clackamas County, Oregon* for \$10,000.00.

Respectfully submitted,

Christina L. McMahan, Director  
Juvenile Department

# Grant and Cooperative Agreement

CHOOSE ONE:  
 COOPERATIVE AGREEMENT  
 GRANT

CHOOSE ONE:     EDUCATION     FACILITIES     RESEARCH     SDCR     TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER L16AC00217	2. SUPPLEMENT NUMBER 0002	3. EFFECTIVE DATE 06/02/2017	4. COMPLETION DATE 08/24/2021
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5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) CLACKAMAS, COUNTY OF Attn: Crystal Wright 2051 KAEN RD OREGON CITY OR 970451819	6. ISSUED BY    BLM OR-ST OFC PROC MGMT BR (OR952) <b>Mailing Address:</b> 1220 SW 3rd Avenue, 12th Floor PORTLAND OR 97204
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7. TAXPAYER IDENTIFICATION NO. (TIN)	9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) Crystal Wright 541-655-8342    crystal@co.clackamas.or.us
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO. 3UFZ9	

10. RESEARCH, PROJECT OR PROGRAM TITLE  
Youth Services, Clackamas County

11. PURPOSE  
The purpose of this modification is to continue support of the program and to add funds as previously approved and as shown in Box 13 and 14.

12. PERIOD OF PERFORMANCE (Approximately)  
08/25/2016 through 08/24/2021

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	\$15,000.00	PREVIOUS	\$15,000.00
THIS ACTION	\$10,000.00	THIS ACTION	\$10,000.00
CASH SHARE	\$0.00	<b>TOTAL</b>	\$25,000.00
NON-CASH SHARE	\$0.00		
RECIPIENT SHARE	\$0.00		
<b>TOTAL</b>	<b>\$25,000.00</b>		

14. ACCOUNTING AND APPROPRIATION DATA  
01

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS
0020122937			

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER	PO Traci Meredith		503-315-5991	tmeredit@blm.gov
NEGOTIATOR				
ADMINISTRATOR	Carrie Stricklin		(503) 808-6490	cstricklin@blm.gov
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF:  
Take Pride in America Act, 16 USC 4605, Public Law 101-628

17. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input type="checkbox"/> FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT	18. APPLICABLE ENCLOSURE(S), IF CHECKED: <input type="checkbox"/> PROVISIONS <input type="checkbox"/> SPECIAL CONDITIONS <input type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS
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<b>UNITED STATES OF AMERICA</b>	<b>COOPERATIVE AGREEMENT RECIPIENT</b>
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CONTRACTING/GRANT OFFICER Carrie Stricklin	DATE 06/02/2017	AUTHORIZED REPRESENTATIVE	DATE
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# Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00020	<p>CFDA Number: 15.225  DUNS Number: 096992656  Youth Services, Clackamas County</p> <p>Legacy Doc #: BLM  Account Assignm: K G/L Account: 6100.411C0  Business Area: L000 Commitment Item: 411C00 Cost  Center: LLORN01000 Functional Area:  L63200000.JD0000 Fund: 17XL1116AF Fund Center:  LLORN01000 Project/WBS: LX.SI.WEED0000 PR Acct  Assign: 01  Period of Performance: 08/25/2016 to 08/24/2021</p> <p>Line #68- Youth Crew  Obligated Amount: \$10,000.00</p> <p>Period of Performance: 06/02/2017 to 08/24/2021</p> <p>Grants Management Specialist (GMS)  Shelli Timmons  Bureau of Land Management  OR/WA State Office  PO Box 2965, Portland OR 97208  Telephone: 503-808-6295  Email: srtimmons@blm.gov</p> <p>Program Officer (PO)  Traci Meredith  Bureau of Land Management, Salem District  1717 Fabry Road Southeast  Salem, OR 97306-1208  Telephone: 503-315-5991  Email: tmeredit@blm.gov</p> <p>Award Recipient  Clackamas  Continued ...</p>				10,000.00

# Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	Christina McMahan, Director 2051 Kaen Road, Oregon City 97045-4035 Telephone: 503-655-8342 ext. 3171 Email: cmcmahan@co.clackmas.or.us				