



NANCY S. BUSH
DIRECTOR

DEPARTMENT OF DISASTER MANAGEMENT
COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD OREGON CITY, OR 97045

June 29, 2020

Board of County Commissioners
Clackamas County

County Administrator Schmidt:

Approval to Apply for Inter-Governmental Agreement for Covid-19 Respite Shelter between
Clackamas County and Washington County

Purpose/Outcomes	To slow the spread of Covid-19 in our homeless population and to assure persons who are homeless have a place to recover if suffering from symptoms or testing positive for Covid-19. A respites/isolation shelter is required under the Governor's Phase 1 Reopening.
Dollar Amount and Fiscal Impact	The agreement total agreement is for \$305,325.
Funding Source	Initially paid from General Fund and will be submitted for Covid-19 CARES reimbursement to the State of Oregon.
Duration	Effective July 6, 2020 and terminate on December 30, 2020
Previous Board Action	None.
Strategic Plan Alignment	Ensure Safe, Healthy and Secure Communities
Counsel Review	Reviewed and approved by County Council on June 29, 2020
Contact Person	Nancy Bush, Director – Disaster Management Department, 503-655-8665
Contract No.	Unknown

BACKGROUND:

To slow the spread of COVID-19 in our homeless and general population and to assure persons who are homeless have a place to recover if suffering symptoms or testing positive for COVID-19, Washington County has opened a temporary Respite Shelter in the Comfort Inn and Suites in Hillsboro. In an effort to support neighboring counties, Washington County is offering a fixed number of beds and staff and basic needs support for the homeless who are referred to the respite shelter.

Respite/isolation planning is a requirement of the Governor's Phase 1 reopening. Clackamas County has a respite facility currently, but the current facility does not have adequate rooms for the possible need, therefore, Clackamas County EOC is collaborating with Washington County for the services.

RECOMMENDATION:

Staff respectfully recommends BCC approval of the Washington County IGA for respite sheltering.

Respectfully submitted,

Nancy Bush, Director



INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and Clackamas County.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: Jun 22, 2020, or upon final signature, whichever is later.
The expiration date is: Dec 30, 2020; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination on the grounds of race, color, ancestry, national origin, religion, gender, sexual orientation, marital status, age, or disability.
- 4) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 5) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 6) This Agreement may be terminated, with or without cause and at any time, by a party by providing thirty (30) days written notice of intent to the other party(s).
- 7) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 8) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 9) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- 10) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

- 11) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 12) 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.
- 13) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.
- 14) If federal grant or other specialty funds are used to fund this IGA, then the provisions of Attachment _____ are required and shall be met by the recipient of federal grant funds through this IGA.

Applicable Not applicable

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

Clackamas County



Jurisdiction

DocuSigned by:

 Authorized Signature
 568520EA8A78427...

6/30/2020 | 13:21 PDT

Date

Gary Schmidt

County Administrator

Signatory Printed Name

Title

Address: gschmidt@clackamas.us

WASHINGTON COUNTY

DocuSigned by:

 Authorized Signature
 801C6202880129...

6/30/2020 | 15:50 PDT

Date

Deputy County Administrator

Signatory Printed Title

Address: _____



WASHINGTON COUNTY OREGON

Attachment A

Statement of Work

Background

COVID-19 is a novel virus that is spreading throughout the world and is now a global pandemic.

On March 8, the Governor declared a state of emergency for the State of Oregon to address COVID-19.

On March 23, the Governor issued Executive Order 20-12 which requires Oregonians to stay at home and practice social distancing and that closed all non-essential businesses.

On March 13, the President of the United States declared a national emergency which authorizes federal reimbursement of the costs of COVID-19 response activities. The most recent federal guidance has provided instruction for documentation and submissions of reimbursement request.

To slow the spread of COVID-19 in our homeless and general population and to assure persons who are homeless have a humane place to recover if suffering symptoms or testing positive for COVID-19, Washington County has opened a temporary Respite Shelter in the Comfort Inn and Suites located at 3500 NE Cornell Road in Hillsboro. In an effort to support neighboring counties, Washington County is offering a fixed number of beds and staff and basic needs support for the homeless who are referred to the respite shelter.

On May 23, 2020, Clackamas County requested 15 beds at the respite shelter to ensure its homeless residents with a COVID-19 positive diagnoses or who are symptomatic have a safe place to isolate, rest, and recover. The cost will be \$115 per room. Clackamas County will pay for each room regardless of whether it is occupied or not occupied. Clackamas County reserves the right to request up to five additional beds as needed and if available.

Washington County Responsibilities:

Washington County is responsible for the operation and management of the respite center through August 31, 2020 or until the respite center is closed. These responsibilities include:

1. Provide single occupancy room (or double occupancy room for couples) who have tested positive for COVID-19 or who have symptoms.
2. Provide shelter for up to 14 days for COVID-19 clients.
3. Provide meals to COVID-19 clients three times per day.
4. Emergency Medical Technicians (EMTs) will provide wellness checks two times per day for COVID-19 positive clients.
5. Calling Clackamas County's contracted transportation provider for any COVID-19 clients from Clackamas County wishing to leave the respite center.

Schedule of operation:

- The shelter is open daily through December 30, 2020 unless closed earlier. Washington County will notify Clackamas County five (5) business days in advance of any closure. Intake is limited to up to 20 persons from Clackamas County.

Screening for eligibility: A person is eligible for placement if they meet the following criteria:

- Literally homeless, or unable to quarantine at home without jeopardizing a vulnerable member of household and unable to afford safe isolation housing. COVID-19 positive or under investigation/suspected for being positive for COVID-19; and/or
- Awaiting COVID-19 test results; and
- Independent in ADLs (activities of daily living); and
- Otherwise medically cleared for discharge.

Referral process:

- Medical/Social Work Team from a local health system or clinic identifies individual who meets the eligibility criteria listed above and is interested in staying in a hotel under quarantine. The Medical/Social Work Team will call **971-762-7450**; this number will be answered by the shelter staff who will take the name of the individual, DOB, etc. and assign a room.
- Clackamas County will arrange transportation to the respite shelter.
- The client will undergo an intake upon arrival to the respite shelter.
- After intake is complete, an EMT will take the client to their room to begin the quarantine.
- If a client decides to leave the shelter prior to discharge, or is asked to leave for behavior, Washington County shelter staff will call the contact provided by Clackamas County Public Health. Clackamas County will provide transportation for the client back to Clackamas County. If the client leaves the shelter before transportation can be arranged, Clackamas County contract tracing team will assist Washington County with persons that are Covid19 positive and leave the shelter without waiting for transportation.

Clackamas County responsibilities:

1. Clackamas County will allocate \$115 per room to Washington County to cover the cost of up to 15 beds and support services for a total of \$305,325, with the option to add up to five beds as needed and available at the \$115 per room rate. The agreement begins July 6th through December 30th with the opportunity to extend if Washington County extends its contract for a longer period with the Comfort Inn.
2. Clackamas County is responsible for communicating to its healthcare community and public health staff the shelter referral protocols (attachment B) and ensuring the homeless person is safely transported to and from the respite center.
3. Clackamas County will notify Washington County of positive tests results for guests.
4. Clackamas County will work with Washington County to discharge guests from the shelter and arrange transport back to Clackamas County.
5. Clackamas County will provide contact information for every client referred to the respite center. This should include the contacts that Clackamas County would want shelter staff to call if the client is having medical issues, causing problems at the site, or leaves the shelter early.



WASHINGTON COUNTY OREGON

Contract No: 21-0130

CONTRACT AMENDMENT No: 2

This Amendment is made and entered into, by and between Washington County, a political subdivision of the State of Oregon, and Clackamas County.

This amendment modifies that certain contract between the parties, the original contract number being 20-1045.

The contract is amended as follows:

- Section 2.2 Consideration is adjusted by \$ _____; the first sentence is replaced with: The maximum amount payable under this contract is \$ _____; unless otherwise amended.
- Section 3.2 Contract term is extended _____. The sentence is replaced with the following: The expiration date is _____; unless otherwise amended.
- Attachment A is modified by adding the following language:

Other:
 #1 of Intergovernmental Agreement is amended with a revised expiration date of 02/28/2021. All other terms remain in effect. Contract Administrator changed to Josh Crites.

Effective Date of Amendment: 02/01/2021, or upon final signature, whichever is later.
All other terms and conditions of the original contract shall remain in full force and effect.

FOR CONTRACTOR:

DocuSigned by:
Nancy Bush
D23A0C6073F0427...

1/28/2021 | 11:54 PST

DocuSigned by:
Gary Schmidt
801C62C2808C4E1...

1/28/2021 | 13:55 PST

Authorized Signature

Director, Date CCDM

Nancy Bush

Gary Schmidt

County Administrator

Printed Signatory Name

NBush@clackamas.us

Title

503-655-8665

E-Mail Address GSchmidt@clackamas.us

Telephone

FOR COUNTY:

DocuSigned by:
Ruth Anna
801C62C2808C4E1...

1/28/2021 | 14:44 PST

Authorized Signature

Date

Deputy County Administrator

Printed Signatory Title

FOR WASHINGTON COUNTY USE ONLY

County Contract Administrator: Josh Crites

Phone: (503) 846-4761

Contract Administrator Email: Joshua_Crites@co.washington.or.us

For Administrative Use Only – Z99999

Supplier Name: Clackamas County

Actual Contract Number (CustomText4): 21-0130

Department (Location): Housing

Contract Type: 6 Amendment

Contract Sub Type (Custom2Code):

Minute Order Date:

Minute Order Number:

Master Contract Number (CustomText1): 20-1045

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): Revenue Contract

SHIP TO (LocShipTo): Housing

BILL TO (LocBillTo): Housing

Project Number (CustomText2):

Chargeable Program Number (ChargeProgram): 155.164520

Contract Admin (Administrator): Josh Crites

Certificate Of Completion

Envelope Id: 1122923D49654F93826849B802E5EB08	Status: Completed
Subject: Please DocuSign: Washington County Amendment Contract #21-0130: Clackamas County	
Source Envelope:	
Document Pages: 2	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kittie Kong
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	155 N. First Ave, Suite 270
	MS28
	Hillsboro, OR 97124-3087
	kittie_kong@co.washington.or.us
	IP Address: 204.147.152.5

Record Tracking

Status: Original	Holder: Kittie Kong	Location: DocuSign
1/27/2021 3:53:24 PM	kittie_kong@co.washington.or.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington County	Location: DocuSign

Signer Events

Nancy Bush
 NBush@clackamas.us
 Director, CCDM
 Security Level: Email, Account Authentication (None), Access Code

Signature

DocuSigned by:

 D23A0C6073F0427...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.245.132.3

Timestamp

Sent: 1/27/2021 3:55:45 PM
 Resent: 1/28/2021 11:08:30 AM
 Viewed: 1/27/2021 4:36:24 PM
 Signed: 1/28/2021 11:54:12 AM

Electronic Record and Signature Disclosure:
 Accepted: 1/27/2021 4:36:24 PM
 ID: 3eb9d0e9-eb73-4861-9b03-c8dccc39b39

Gary Schmidt
 GSchmidt@clackamas.us
 County Administrator
 Security Level: Email, Account Authentication (None), Access Code

DocuSigned by:

 568520EA8A78427...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.245.132.3

Sent: 1/28/2021 11:54:14 AM
 Viewed: 1/28/2021 1:55:04 PM
 Signed: 1/28/2021 1:55:20 PM

Electronic Record and Signature Disclosure:
 Accepted: 1/28/2021 1:55:04 PM
 ID: 7a08f440-8e75-42ae-839c-700c4600a5d5

Ruth Osuna
 ruth_osuna@co.washington.or.us
 Deputy County Administrator
 Washington County, Oregon
 Security Level: Email, Account Authentication (None), Access Code

DocuSigned by:

 801C62C2808C4E1...
 Signature Adoption: Pre-selected Style
 Using IP Address: 204.147.152.5

Sent: 1/28/2021 1:55:22 PM
 Viewed: 1/28/2021 2:43:23 PM
 Signed: 1/28/2021 2:44:55 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

PURCHASING wcpurchasing@co.washington.or.us purchasing title Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/28/2021 2:44:57 PM
--	---------------	----------------------------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	1/27/2021 3:55:45 PM
Certified Delivered	Security Checked	1/28/2021 2:43:23 PM
Signing Complete	Security Checked	1/28/2021 2:44:55 PM
Completed	Security Checked	1/28/2021 2:44:57 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO SHI OBO Washington County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO SHI OBO Washington County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tina_hartmeier@co.washington.or.us

To advise Carahsoft OBO SHI OBO Washington County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tina_hartmeier@co.washington.or.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO SHI OBO Washington County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO SHI OBO Washington County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO SHI OBO Washington County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO SHI OBO Washington County during the course of your relationship with Carahsoft OBO SHI OBO Washington County.