



AGENDA

Thursday, June 21, 2012 – 5:30 PM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-

I. CALL TO ORDER

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

II. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of an Intergovernmental Agreement with Clackamas Educational Service District (ESD) for Youth Employment, Education and Training Services
2. Approval of Contract # CO22-12 with Eastside Paving to Perform Road Improvement Services at Oregon City View Manor and Scattered Sites
3. Approval of Contract with Hahn and Associates, INC to Provide Environmental Assessment and Remediation Services
4. Approval of Contract # CO20-12 with Nomarco, INC to Perform Modernization of Public Housing Units
5. Approval of an Intergovernmental Agreement with Oregon City School District (OCSD) for Youth Advocacy, Homework Help, Tutoring, and Youth Activities
6. Approval of Contract with PBS Engineering and Environmental to Provide Environmental Assessment and Remediation Services
7. Approval of Contract with Sound Community Ventures LLC to Provide Real Estate Development and Financial Advisory Services
8. Approval of Contract with Wannamaker Consulting, INC to Provide Environmental Assessment and Remediation Services
9. In The Matter of Writing Off Uncollectible Accounts for the Fourth Quarter of Fiscal Year 2012
10. Approval of Resolution No. 1889: Declaring Intent to Issue Not to Exceed \$24,000,000 of Revenue Bonds for the Easton Ridge Apartments Renovation Project
11. Approval of Resolution No. 1890: Regional Mobility Pilot Program

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

IV. PUBLIC HEARING

This item was continued from the June 14, 2012 Business Meeting Agenda for Discussion and Decision only – no public comment will be taken.

1. Resolution No. _____ Approving a Supplemental Budget (Greater than 10%) for Clackamas County Fiscal Year 2011-2012 (Diane Padilla, Budget Manager)

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

–NO DISCUSSION ITEMS SCHEDULED

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

A. Health, Housing & Human Services

1. Approval of a Medicaid Mental Health/Addictions Provider Agreement with FamilyCare, Inc. for Primary Care Services - BH
2. Approval of an Agency Service Contract with Clackamas Women's Services for Domestic Violence Program Services - CYF
3. Approval of an Agency Services Contract with Compass Group USA, Inc. d.b.a. Bateman for Food Service for Five Clackamas County Older Americans Act Nutrition Program Meal Sites - ss
4. Approval of the Agency Services Amendment #3 with the Friends of Estacada Community Center to provide Social Services for Clackamas County Residents - ss
5. Approval of an Intergovernmental Agreement Amendment #2 with the City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents age 60 and over - ss
6. Approval of an Intergovernmental Agreement Amendment #3 with North Clackamas Parks and Recreation District/Milwaukie Center to Provide Social Services for Clackamas County Residents age 60 and over - ss
7. Approval of an Intergovernmental Agreement Amendment #2 with the City of Wilsonville/Wilsonville Community Center to provide Social Services for Clackamas County Residents - ss
8. Approval of a Contract for Sunnyside Health and Wellness Center for Dental Clinic Equipment with Patterson Dental - Finance

B. Finance Department

1. Resolution No. _____ Approving a Supplemental Budget (Less than 10%) for Clackamas County Fiscal Year 2011-2012 (removed from 6-14-12 agenda)
2. Resolution No. _____ Approval for Budgeting of New Specific Purpose Revenue for Clackamas County Fiscal Year 2011-2012 (removed from 6-14-12 agenda)
3. Resolution No. _____ Approving the Transfer of Appropriations for Clackamas County Fiscal Year 2011-2012
4. Approval of Amendment No. 1 to the Work and Financial Plan between Clackamas County and the US Department of Agriculture Animal and Plant Health Inspection Service, Wildlife Services

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

D. Community Corrections

1. Approval of an Intergovernmental Agreement between Clackamas County and the State Department of Corrections

E. County Counsel

1. Approval of the Designation of Newspaper for 2012 Property Tax Foreclosure Publication

F. Public and Government Affairs

1. Board Order No. _____ Renewal of the Cable Franchise Agreement for Use of County Right-of-Way by Clear Creek Mutual Telephone Company – Clear Creek Communications

VII. CLACKAMAS COUNT EXTENSION & 4-H SERVICE DISTRICT

1. Resolution No. _____ Approval of Transfer of Appropriations for Clackamas County Extension and 4-H Service District for Fiscal Year 2011-2012 (removed from 6-14-12 agenda)

VIII. CLACKAMAS COUNTY DEVELOPMENT AGENCY

1. Resolution No. _____ Authorizing Transfer of Appropriations for the Clackamas County Development Agency for Fiscal Year 2011-2012 (removed from 6-14-12 agenda)

IX. CLACKAMAS COUNTY LIBRARY SERVICE DISTRICT

1. Resolution No. _____ Approving Transfer of Appropriations for the Clackamas County Library Service District for Fiscal Year 2011-2012 (removed from 6-14-12 agenda)

X. WATER ENVIRONMENT SERVICES

1. Board Order No. _____ Approval of a Transfer of Appropriations for the Tri-City Service District Fiscal Year 2011-2012 (removed from 6-14-12 agenda)
2. Board Order No. _____ Approval of a Transfer of Appropriations for Service District No. 1 for Fiscal Year 2011-2012 (removed from 6-14-12 agenda)
3. Approval of an Engineering Services Agreement between Clackamas County Service District No. 1 and Brown and Caldwell for the Kellogg Creek Water Pollution Control Plant Digester Mixing System Replacement Project

~End Consent Agenda

XI. COUNTY ADMINISTRATOR UPDATE

XII. COMMISSIONERS COMMUNICATION

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

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

June 21, 2012

Housing Authority Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Clackamas Educational Service District (ESD) for Youth Employment, Education and Training Services

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval of an Intergovernmental Agreement (IGA) with Clackamas Educational Service District (ESD), for youth employment, education and training services.

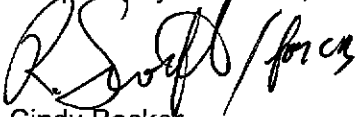
The Housing Authority received a 2011 Resident Opportunity Grant (ROSS) from the Department of Housing and Urban Development. Through this IGA, ROSS Grant goals and objectives related to youth services will be met. ESD agrees to provide the following services to public housing youth, ages 14-21: Employment and Training Case Management; Paid and Unpaid Work Experience; Referral to Occupational Skills Training; Leadership Development; Mentoring; Tutoring; Follow-up Services; and Supportive Services.

The Agreement for \$68,238 is funded with Public Housing Capital Funds. No County General Funds are involved in providing the service funded under this amendment. County Counsel has reviewed and approved this contract as part of the H3S contract standardization project. It is effective July 1, 2012 and terminates June 30, 2014.

Recommendation

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

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Mary Rain O'Meara at (503) 655-8279.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON
AND
CLACKAMAS EDUCATIONAL DISTRICT (ESD)

I. Purpose

This agreement is entered into between Housing Authority of Clackamas County (HACC) and Clackamas Educational Services District (ESD) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for a cooperative working relationship for the purpose of providing education, employment and training services to public housing youth, ages 14-21.

II. Scope of Work and Cooperation

A. ESD agrees to:

1. Provide 1, .5 FTE Youth Services Transition Coordinator for 24 months.

Activities

A) Provide individual Employment and Training Youth Transitions Coordination/Case Management to youth, ages 14-21. The Coordinator will provide services to a minimum of 70 youth throughout the duration of the grant.

B) Conduct outreach to 100% of youth, ages 14-21 living in public housing.

C) Engage youth in individualized Work Investment Act (WIA) Elements as needed:

- Tutorial and Study Skill Training
- Alternative Secondary School Services
- Paid and Unpaid Work Experience
- Occupational Skills Training
- Leadership Development
- Support Services
- Adult Mentoring
- Follow-Up Services

2. Provide representation of ESD on HACC Resident Services related advisory committees.

3. Conduct evaluation of all ESD services.
4. Provide assigned ESD personnel with such basic equipment as may be necessary and reasonable to carry out the duties anticipated under this Agreement.
5. Provide supervision, control, direction, and back-up coverage of work activities, employee benefits, and assignments of ESD assigned personnel, including disciplinary actions. It is expressly understood that ESD shall be responsible for the compensation of the Agency personnel, and all employee benefits.
6. ESD liaison shall meet regularly, as often as needed, but at least semi-monthly, with assigned personnel to assure that standards for job performance and behavior are met and maintained. ESD will observe at least the following standards for job performance by its employees working on the program:
 - a) No compensatory time or overtime work is permitted at HACC expense.
 - b) No services will be provided at HACC expense to persons who are not public housing residents.
7. Provide documentation of in-kind matching support as stated in the ESD ROSS grant support letter.

B. The HACC agrees to:

1. Provide for the administration, coordination, and evaluation of HACC Resident Services Grant Programs.
2. Train and lead the work of all HACC Grant staff.
3. Work cooperatively with ESD in the implementation of all ESD activities. HACC liaison will meet regularly, and as requested by ESD liaison to assure coordination and communication related to the implementation of services.

ESD shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

III. Compensation

The HACC agrees to pay ESD an amount not to exceed \$68,238 for the services outlined in Section II.A. (See Appendix A "Budget.")

Interim payments shall be made on the basis of requests for payment submitted as follows:

By the fifteenth day of the month following the end of the quarter, provide quarterly reports of program activities and financial information in the form of an expenditure report and an invoice. HACC will provide ESD with funds obligated on a quarterly basis within twenty-five (25) consecutive calendar days.

All requests for payment are subject to the approval of HACC and will be submitted to:

Jane Brown
Housing Authority of Clackamas County
PO Box 1510
Oregon City, OR 97045
Email: janebro@co.clackamas.or.us

IV. Liaison Responsibility

Molly Aleshire will act as liaison from the ESD for this project. Jane Brown will act as liaison from the HACC.

V. Special Requirements

- A. The HACC and ESD agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. The ESD agrees to indemnify, save harmless and defend the HACC, its officers, commissioners 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 ESD or the ESD employees, subject, where applicable, to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.
- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- D. Access to Records. The HACC, 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 ESD which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.

- E. This agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

VI. Amendment

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

VII. Term of Agreement

This agreement becomes effective July 1, 2012 and is scheduled to terminate June 30, 2014.

This agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

Upon termination of this agreement, any unexpended balances of agreement funds shall remain with the HACC.

ESD'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:

- (A) Reducing or withholding payment;
- (B) Requiring ESD to perform, at the ESD'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- (C) Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.

ESD agrees to perform the scope of work as described in the contract documents and meet the performance standards set forth therein.

INTERGOVERNMENTAL AGREEMENT

Page 5

GOVERNMENTAL UNIT

CLACKAMAS EDUCATIONAL DISTRICT



Milt Dennison, Superintendent

Date

Approved as to Content:

Trell Anderson, Executive Director

Date

CLACKAMAS COUNTY

Chair: Charlotte Lehan

Commissioner Jim Bernard

Commissioner: Jamie Damon

Commissioner Ann Lininger

Commissioner: Paul Savas

Resident Commissioner: Erica Allison

Signing on behalf of the Board

Cindy Becker, Director
Health, Housing & Human Services

Date

APPENDIX A BUDGET

Line Item	HACC 2011 Capital Fund	HACC 2012 Capital Fund	Total
Salary	22,212	22,212	44,424
Benefits	11,907	11,907	23,814
Total	34,119	34,119	68,238

June 21, 2012

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Contract # CO22-12 with Eastside Paving to Perform Road Improvement Services at Oregon City View Manor and Scattered Sites

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval of a Contract with Eastside Paving to perform road improvement services at Oregon City View Manor and four scattered site properties. These are public housing units owned and operated by HACC. This team was selected as the most qualified as the result of a full and open advertised competition.

Eastside Paving will remove and replace paving along Longview Way located at Oregon City View Manor. The project also includes seal coating on Longview Way along with seal coating at four scattered site complexes in Milwaukie.

Longview Way is currently in poor physical condition and deteriorating rapidly. This service will provide a new street for the residents along with new curb ramps to allow pedestrian and wheelchair traffic to all sidewalks.

The total contract budget will not exceed \$196,227. This contract is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Funds are involved.

Recommendation:

Staff respectfully recommends the Board approve HACC to enter into a Construction Agreement Contract with Eastside Paving to perform road improvement services.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Mary-Rain O'Meara at (503)655-8279

OCVM/SCATTERED SITES PAVING & SEAL COATING – PROJECT #12005

for the

HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

FORM OF CONTRACT
PROJECT #12005
Contract #c022-12

THIS AGREEMENT made this 6 day of JUNE in the year 2012 by and between **EASTSIDE PAVING, INC.** a business entity organized and existing under the laws of the state of Oregon, hereinafter call the "Contractor", and the **Housing Authority of Clackamas County** hereinafter call the "PHA".

WITNESSETH, That the Contractor and the PHA for the consideration stated herein mutually agreed as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for **OCVM/SCATTERED SITES PAVING & SEAL COATING PROJECT AT PUBLIC HOUSING**, a prevailing wage project, #12005, in strict accordance with the Specifications referred to herein, all as prepared by the Housing Authority of Clackamas County, which said Specifications and any Addenda are incorporated herein by reference and made a part hereof.

ARTICLE 2. The Contract Price. The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the not to exceed sum of one hundred ninety six thousand two hundred twenty seven dollars (\$196,227.00)

ARTICLE 3. Contract Documents. The Contract shall consist of the following component parts:

- a. This Instrument
- b. Bid Documents
- c. General Conditions
- d. Addendum(s)
- e. Special Conditions
- f. Specifications
- g. Scope of Work

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 4. Indemnity. The CONTRACTOR agrees to indemnify, save harmless and defend the PHA, its officers, commissioners, employees and agents 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.

OCVM/SCATTERED SITES PAVING & SEAL COATING – PROJECT #12005

for the

HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

ARTICLE 5. No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as described in ORS 279.051, the employee shall be paid at least time and a half pay. All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

ARTICLE 6. The Contractor agrees that in the event the Contractor fails to pay for labor and services, the PHA will pay for them and withhold these amounts from payments to the Contractor per ORS 279C.515; OAR 839-025-0200(2)(a).

ARTICLE 7. The Contractor agrees to pay daily, weekly, weekend and holiday overtime as required by ORS 279C.520; OAR 839-025-0020(2)(b)

ARTICLE 8. The Contractor agrees that all employees/workers working on this project, whether employed by the Contractor or any subcontractor, shall be given written notice of the number of hours per day and days per week they may be required to work per OAR 839-025-0020(2)(c).

ARTICLE 9. The Contractor agrees to make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the Contractor collects or deducts from worker's wages per ORS 279C.530; OAR 839-025-0020(2)(d).

ARTICLE 10. The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher per ORS 279C.830(1)(c); OAR 839-025-0020(3).

ARTICLE 11. The Contractor agrees to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830(3)(a).

ARTICLE 12. The Contractor agrees that every subcontract shall include a provision requiring all subcontractors to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830(3)(b).

OCVM/SCATTERED SITES PAVING & SEAL COATING – PROJECT #12005

for the

HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

IN WITNESS WHEREOF, the parties hereto have caused This Instrument to be executed in three original counterparts as of the day and year first above written.

(This document consists of four sections)

Attest:

Eastside Paving, Inc.

(Contractor)



(Authorized Representative's Signature / Date)

Rick Saran / President - Owner

(Authorized Representative's Name / Title - Print or Type)

93-1032301

(Federal I.D. Number)

P.O. Box 1049, Gresham, OR 97030

(Business Address - Street, City, State, Zip)

68962

(State of Oregon CCB License Number)

Attest:

Housing Authority of Clackamas County

(Owner)

(Authorized Representative's Signature / Date)

Charlotte Lehan – Board Chair

(Authorized Representative's Name / Title - Print or Type)

**HACC, P.O. Box 1510, 13900 S. Gain St., Oregon City,
OR 97045**

(Business Address - Street, City, State, Zip)

OCVM/SCATTERED SITES PAVING & SEAL COATING – PROJECT #12005

for the

HOUSING AUTHORITY OF CLACKAMAS COUNTY

P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

CERTIFICATION

I **Rick Saran**

certify that I am the **President-Owner**

at the corporation named as Contractor herein, that **Rick Saran**

who signed this Contract on behalf of the Contractor, was then **President-Owner**

of said corporation; that said Contract was duly signed for and in behalf of said corporation by

authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)



(Authorized Representative's Signature / Date)

Rick Saran / President - Owner

(Authorized Representative's Name / Title - Print or Type)

(Print or type the names underneath all signatures)

June 21, 2012

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

**Approval of Contract # _____ with Hahn and Associates, INC to provide
Environmental Assessment and Remediation Services**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval of a Contract with Hahn and Associates, INC to provide Environmental Assessment and Remediation services to HACC. This team was selected, along with two others, from a pool of qualified responses resulting from a competitive RFP (Request for Proposals) process.

Hahn and Associates will provide on-call environmental assessment and remediation services in support of HACC's housing development activities. Services include: environmental site assessments, hazardous material identification, remediation planning, clean-up coordination and regulatory compliance.

These services are integral to HACC's ability to explore and complete a number of housing development projects. The work completed under this contract will enable HACC to proceed with the renovation of the Easton Ridge Apartments, continue the disposition of the scattered site public housing portfolio, and to explore a number of future housing development opportunities.

The total contract budget will not exceed \$150,000. This contract is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Funds are involved.

Recommendation:

Staff respectfully recommends the Board approve HACC to enter into a Professional Services Contract with Hahn and Associates, INC to provide Environmental Assessment and Remediation Services to HACC.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Mary-Rain O'Meara at (503)655-8279

PROFESSIONAL SERVICES CONTRACT DOCUMENTS

FOR

Hahn and Associates, Inc.

BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF
CLACKAMAS COUNTY

Charlotte Lehan, Chair

Jim Bernard, Commissioner

Jamie Damon, Commissioner

Ann Lininger, Commissioner

Paul Savas, Commissioner

Erica Allison, Resident Commissioner

PROFESSIONAL SERVICES CONTRACT FOR **Environmental Assessment Services**

This contract for professional services is entered into by and between the Housing Authority of Clackamas County, hereinafter referred to as HACC, and **Hahn and Associates, Inc.**, hereinafter called the CONTRACTOR. HACC and CONTRACTOR, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

I. SCOPE OF WORK and TERM OF CONTRACT:

This agreement covers the services as described in Attachment "A", which by this reference is hereby incorporated into and made a part of this contract. Work shall be performed in accordance with a schedule approved by the HACC. The term of the contract shall commence upon contract execution and continue through **July 31, 2014**. Passage of the contract expiration date shall not extinguish or prejudice HACC's right to enforce this contract with respect to any default or defect in performance that has not been cured.

II. COMPENSATION:

A. The HACC agrees to compensate the CONTRACTOR on a fee-for-services basis as provided for in Attachment "A", which by this reference is hereby incorporated into and made a part of this contract. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent HACC contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this contract shall be **\$150,000.00**. CONTRACTOR bears the risk of non-payment for services in excess of the amount stated above without prior HACC approval; but HACC reserves the right to ratify and pay for such services in its sole discretion.

B. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

2. This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to HACC employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are 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 Public Employees Retirement System).

3. 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 656.

4. CONTRACTOR represents and warrants that CONTRACTOR is not an employee of HACC or of the Federal Government, meets the independent contractor standards of ORS 670.600, and is not an "officer", "employee", or "agent" of HACC, as those terms are used in ORS 30.260 et. seq.

III. CONSTRAINTS

The CONTRACTOR agrees:

A. CONTRACTOR shall not delegate the responsibility for providing services under this contract to any other individual or agency without the express written permission of HACC.

B. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235, the following terms and conditions are made a part of this agreement:

1. CONTRACTOR shall:

a. 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 agreement.

b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this agreement.

c. Not permit any lien or claim to be filed or prosecuted against the HACC on account of any labor or material furnished.

2. 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 agreement as such claim becomes due, the proper officer representing HACC 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 the CONTRACTOR by reason of this agreement.

3. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are 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.

4. The CONTRACTOR shall promptly, as due, make payment to any person or 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.

5. The CONTRACTOR shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this contract.

6. The CONTRACTOR shall indemnify, save harmless and defend the HACC, its officers, commissioners 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 negligent acts, errors, omissions, or fault of the CONTRACTOR or the CONTRACTOR'S employees.

7. Services performed by CONTRACTOR shall be performed in a comparable manner and with the same degree of care, skill, diligence, competency, and knowledge which is ordinarily exhibited and possessed by other professionals in good standing in the same or similar field in the same community as CONTRACTOR.

IV. INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the CONTRACTOR, its agents, representatives, employees, or sub-contractors.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).

2. Insurance Services Office Additional Insured form (CG 20 37 or CG 20 26).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (*any auto*) [*require if scope of work includes driving on HACC property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.

B. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. (*including coverages for discrimination, ADA violations, and sexual molestation*). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance: \$1,000,000 per occurrence.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by HACC. At the option of HACC, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects HACC, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to HACC guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. HACC, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR.

2. The CONTRACTOR's insurance coverage shall be primary insurance as respects HACC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by HACC, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to HACC.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the CONTRACTOR.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+: CONTRACTOR must provide written verification of their insurer's rating.

F. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish HACC with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by HACC in sufficient time before the agreement commences to permit CONTRACTOR to remedy any deficiencies. HACC reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. SUB-CONTRACTORS' INSURANCE

CONTRACTOR shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit HACC to approve them before sub-contractors' work begins. All insurance coverages for sub-contractors shall be subject to all of the requirements stated above.

Notwithstanding this provision, CONTRACTOR shall indemnify HACC for any claims resulting from the performance or non-performance of the CONTRACTOR's sub-contractors and/or their failure to be properly insured.

V. SUBCONTRACTORS:

Use of sub-contractors must be pre-approved in writing by HACC. The CONTRACTOR shall be responsible to HACC for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any

minority, women or emerging small business enterprise in obtaining any subcontract.

VI. OTHER TERMS:

A. Termination. This contract may be terminated by either party upon at least ten (10) days written notice to the other.

B. Amendments. This contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of HACC.

C. Governing Law/Venue. This contract shall be governed by the laws of the State of Oregon. Any action or suit commenced in connection with this contract shall be commenced in the Circuit Court of Clackamas County or the Federal District Court for Oregon.

D. Third Party Beneficiaries. HACC and CONTRACTOR are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, or is intended to give, any right or benefit to any third persons unless such third persons are identified individually by name herein and expressly identified as intended beneficiaries of this contract.

E. Force Majeure. Neither HACC nor CONTRACTOR shall be held responsible for delay or default caused by fire, riot, strikes, acts of god, or war, where such cause was beyond their reasonable control. The parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of their obligations under this contract.

F. Survival. The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.

G. Records. CONTRACTOR shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, CONTRACTOR shall maintain any other records pertinent to this contract in such a manner as to clearly document CONTRACTOR'S performance hereunder. Contractor shall maintain any such records for a minimum of three years following final payment and termination of this contract, and CONTRACTOR shall allow HACC and its duly authorized representatives access to such records during that time or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions.

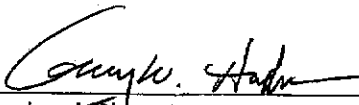
H. Ownership and Use of Documents. All work products of CONTRACTOR which result from this contract (the "work products"), except

material previously and mutually identified as confidential, shall be provided to HACC upon request and shall be considered exclusive property of HACC. In addition, if any of the work products contain intellectual property of CONTRACTOR that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, CONTRACTOR hereby grants HACC a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so for HACC purposes, all such work products, including but not limited to any information, designs, plans or works provided or delivered to HACC or produced by CONTRACTOR under this contract.

I. **Whole Contract.** This contract constitutes the complete and exclusive statement of the contract between the parties relevant to the purpose described herein and supersedes and cancels any prior contracts or proposals, oral or written, and all other communication between the parties relating to the subject matter of this contract. No waiver, consent, modification or change of terms of this contract will be binding on either party except as a written addendum signed by authorized agents of both parties.

By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

Gary W. Hahn
Hahn and Associates, Inc.
434 NW 6th Avenue
Suite 203
Portland, OR 97209



Authorized Signature

Gary W. Hahn, President
Name / Title Printed

May 31, 2012
Date

503.796.0717 / 503.227.2209
Telephone / Fax Number

93-0942954
Federal Tax ID Number

HOUSING AUTHORITY OF CLACKAMAS COUNTY

Charlotte Lehan, Chair

Jim Bernard, Commissioner

Jamie Damon, Commissioner

Ann Lininger, Commissioner

Paul Savas, Commissioner

Erica Allison, Resident Commissioner

DATED this _____ day of June, 2012

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

COPY

Cindy Becker
Director

June 21, 2012

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

**Approval of Contract # CO20-12 with Nomarco, INC to
Perform Modernization of Public Housing Units**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval of a Contract with Nomarco, INC, to perform modernization of public housing units owned and operated by HACC. This team was selected as the most qualified as the result of a full and open advertised competition.

Services to be performed under this contract include the full modernization of two units, installation of siding (2 units) , new chain link fencing (7 units) , new asphalt driveways (6 units), new sewer laterals and decommissioning of old septic tanks (11 units).

HACC provides housing for qualified county residents. This contract will assist HACC in maintaining a quality level of housing.

The total contract budget will not exceed \$278,042. This contract is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Funds are involved.

Recommendation:

Staff respectfully recommends the Board approve HACC to enter into a Construction Agreement Contract with Nomarco, INC to perform modernization of public housing units.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Mary-Rain O'Meara at (503)655-8279

SCATTERED SITES MODERNIZATION WORK – PROJECT #12002

for the

HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

FORM OF CONTRACT
PROJECT #12002
Contract #c020-12

THIS AGREEMENT made this 7 day of JUNE in the year 2012 by and between **NOMARCO, INC.** a business entity organized and existing under the laws of the state of Oregon, hereinafter call the "Contractor", and **the Housing Authority of Clackamas County** hereinafter call the "PHA".

WITNESSETH, That the Contractor and the PHA for the consideration stated herein mutually agreed as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for **SCATTERED SITES MODERNIZATION WORK AT PUBLIC HOUSING**, a prevailing wage project, #12002, in strict accordance with the Specifications referred to herein, all as prepared by the Housing Authority of Clackamas County, which said Specifications and any Addenda are incorporated herein by reference and made a part hereof.

ARTICLE 2. The Contract Price. The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the not to exceed sum of two hundred seventy eight thousand forty two dollars **(\$278,042.00)**

ARTICLE 3. Contract Documents. The Contract shall consist of the following component parts:

- a. This Instrument
- b. Bid Documents
- c. General Conditions
- d. Addendum(s)
- e. Special Conditions
- f. Specifications
- g. Scope of Work

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 4. Indemnity. The CONTRACTOR agrees to indemnify, save harmless and defend the PHA, its officers, commissioners, employees and agents 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.

SCATTERED SITES MODERNIZATION WORK – PROJECT #12002

for the

HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

ARTICLE 5. No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as described in ORS 279.051, the employee shall be paid at least time and a half pay. All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

ARTICLE 6. The Contractor agrees that in the event the Contractor fails to pay for labor and services, the PHA will pay for them and withhold these amounts from payments to the Contractor per ORS 279C.515; OAR 839-025-0200(2)(a).

ARTICLE 7. The Contractor agrees to pay daily, weekly, weekend and holiday overtime as required by ORS 279C.520; OAR 839-025-0020(2)(b)

ARTICLE 8. The Contractor agrees that all employees/workers working on this project, whether employed by the Contractor or any subcontractor, shall be given written notice of the number of hours per day and days per week they may be required to work per OAR 839-025-0020(2)(c).

ARTICLE 9. The Contractor agrees to make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the Contractor collects or deducts from worker's wages per ORS 279C.530; OAR 839-025-0020(2)(d).

ARTICLE 10. The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher per ORS 279C.830(1)(c); OAR 839-025-0020(3).

ARTICLE 11. The Contractor agrees to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830(3)(a).

ARTICLE 12. The Contractor agrees that every subcontract shall include a provision requiring all subcontractors to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830(3)(b).

SCATTERED SITES MODERNIZATION WORK - PROJECT #12002

for the

HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

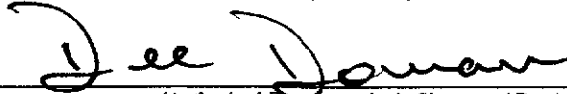
IN WITNESS WHEREOF, the parties hereto have caused This Instrument to be executed in **three** original counterparts as of the day and year first above written.

(This document consists of four sections)

Attest:

Nomarco, Inc.

(Contractor)



(Authorized Representative's Signature / Date)

6/7/12

Dee Doman - President

(Authorized Representative's Name / Title - Print or Type)

93-0567667

(Federal I.D. Number)

4066 S Elliot Prairie Road, Woodburn, OR 97071

(Business Address - Street, City, State, Zip)

71958

(State of Oregon CCB License Number)

Attest:

Housing Authority of Clackamas County

(Owner)

(Authorized Representative's Signature / Date)

Charlotte Lehan - Board Chair

(Authorized Representative's Name / Title - Print or Type)

**HACC, P.O. Box 1510, 13900 S. Gain St., Oregon City,
OR 97045**

(Business Address - Street, City, State, Zip)

SCATTERED SITES MODERNIZATION WORK – PROJECT #12002

for the

HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

CERTIFICATION

I Dee Doman

certify that I am the President

at the corporation named as Contractor herein, that Dee Doman

who signed this Contract on behalf of the Contractor, was then President

of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

Dee Doman 6/7/12
(Authorized Representative's Signature / Date)

Dee Doman - President

(Authorized Representative's Name / Title - Print or Type)

(Print or type the names underneath all signatures)

June 21, 2012

Housing Authority Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with Oregon City School District (OCSD)
for Youth Advocacy, Homework Help, Tutoring, and Youth Activities**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval of an Intergovernmental Agreement (IGA) with Oregon City School District for youth advocacy, homework help, tutoring and youth activities.

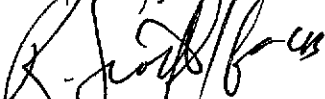
The Housing Authority identified the lack of youth services in its Capital Fund Program Public Housing Management Deficiencies Assessment. This IGA responds to this deficiency by providing services to youth grades 5-12 living in Public Housing. Through this IGA, the Oregon City School District will provide: youth advocacy, after school homework help, tutoring, informal education programs, after school enrichment programs, sports and recreation activities.

The Agreement for \$70,000 is funded with Public Housing Capital Funds. No County General Funds are involved in providing the service funded under this agreement. County Counsel has reviewed and approved this contract as part of the H3S contract standardization project. It is effective July 1, 2012 and terminates June 30, 2014.

Recommendation

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

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Mary Rain O'Meara at (503) 655-8279.

Healthy Families. Strong Communities.

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

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE
HOUSING AUTHORITY OF CLACKAMAS COUNTY
AND
OREGON CITY SCHOOL DISTRICT

I. Purpose

This agreement is entered into between the Housing Authority of Clackamas County (HACC) and Oregon City School District (OCSD) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for a cooperative working relationship for the purpose of:

II. Scope of Work and Cooperation

A. OCSD agrees to:

1. Provide 1.5 FTE Student Advocate for 24 months to provide the following services:
 - a. Act as a liaison between Oregon City public housing youth and their parents living in Oregon City and the public schools.
 - b. Conduct door-to-door outreach to Oregon City public housing youth and their parents.
 - c. Develop and distribute flyers and other notices regarding youth programs and services.
 - d. Track Oregon City public housing student attendance, academic performance, and graduation rates.
 - e. Implement an after school homework help/tutoring program at Clackamas Heights and Oregon City View Manor.
 - f. Enroll youth in school-based after school enrichment, sports and/or recreation programs.
 - g. Provide onsite after school informal education activities for youth.
 - h. Attend HACC Resident Services Monthly Direct Service Team meetings.
2. OCSD liaison shall meet regularly, as often as needed, but at least semi-monthly with assigned personnel to assure that OCSD standards for job performance and behavior are met and maintained. Specifically, OCSD shall not:
 - a) authorize any compensatory time or overtime to be included in the quarterly invoice for expenses to HACC;

- b) bill HACC for any services provided to persons who are not public housing residents.
3. Conduct evaluation of all OCSD Capital Fund Grant services. Quarterly reports shall include:
 - a) narrative description of services provided during the quarter;
 - b) Any student outcomes achieved throughout the quarter;
 - c) Difficulties encountered implementing the program;
 - d) Academic progress reports;
 - e) Adjustments to program implementation; and
 - f) School attendance reports.
4. Provide assigned personnel with such basic equipment as may be necessary and reasonable to carry out the duties anticipated under this Agreement.
5. Provide supervision, control, direction, and back-up coverage of work activities, employee benefits, and performance reviews of OCSD assigned personnel, including disciplinary actions. It is expressly understood that OCSD shall be responsible for compensation of OCSD personnel including employee benefits.
6. OCSD services shall be provided throughout the duration of the IGA beginning July 1, 2012 through June 30, 2014.

B. The HACC agrees to:

1. Provide for the administration, coordination and evaluation of Public Housing Resident Services programs and services.
2. Work cooperatively with the OCSD in the implementation of youth programs and services.
3. The HACC liaison will meet regularly, and as requested by the OCSD liaison to assure coordination and communication related to the implementation of youth services.
4. Provide OCSD with demographic data to perform duties outlined in the scope of work.

III. Compensation

The HACC agrees to pay OCSD an amount not to exceed \$70,000 over a 24 month time period for the services outlined in Section II.A.

Interim payments shall be made on the basis of requests for payment submitted as follows:

By the fifteenth day of the month following the end of the quarter, provide quarterly reports of program activities and financial information in the form of an expenditure report and an invoice. HACC will provide OCSD with funds obligated on a quarterly basis within twenty-five (25) consecutive calendar days.

All requests for payment are subject to the approval of the HACC and will be submitted to:

Jane Brown
Housing Authority of Clackamas County
PO Box 1510
Oregon City, OR 97045
Email: janebro@co.clackamas.or.us

IV. Liaison Responsibility

Lisa Normand will act as liaison from the OCSD for this project. Jane Brown will act as liaison from the HACC.

V. Special Requirements

- A. The HACC and OCSD agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. The OCSD agrees to indemnify, save harmless and defend the HACC, its officers, commissioners 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 OCSD or the OCSD employees, subject, where applicable, to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.
- C. *Record and Fiscal Control System.* All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

- D. Access to Records. The HACC, 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 OCSD which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- E. This agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

VI. Amendment

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

VII. Term of Agreement

This agreement becomes effective July 1, 2012 and is scheduled to terminate June 30, 2014.

This agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

Upon termination of this agreement, any unexpended balances of agreement funds shall remain with HACC.

OSCD's failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:

- (A) Reducing or withholding payment;
- (B) Requiring the OSCD to perform, at OCSD's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- (C) Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.

OCSD agrees to perform the scope of work as described in the contract documents and meet the performance standards set forth therein.

INTERGOVERNMENTAL AGREEMENT

Page 5

GOVERNMENTAL UNIT

OREGON CITY SCHOOL DISTRICT

Les Rogers
Name

[Signature]
Business Manager

6/6/12
Date

Approved as to Content:

Executive Director

Date

CLACKAMAS COUNTY

Chair: Charlotte Lehan
Commissioner Jim Bernard
Commissioner: Jamie Damon
Commissioner Ann Lininger
Commissioner: Paul Savas
Resident Commissioner: Erica Allison

Signing on behalf of the Board

Cindy Becker, Director
Health, Housing & Human Services

Date

**Appendix A
Budget**

Housing Grant 12-14		
HG.11.112	Classified Salaries	\$30,000
HG.11.124	Temporary Classified	\$18,200
HG.11.200	Payroll Costs	\$10,600
HG.11.341	In-District Travel	\$2,500
HG.11.374	Other Tuition	\$3,920
HG.11.410	Consumable Supplies	\$2,120
HG.11.640	Dues and Fees	\$400
HG.11.690	Indirect Grant Charges	\$2,260
	Total	70,000

June 21, 2012

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

**Approval of Contract # _____ with PBS Engineering and Environmental to provide
Environmental Assessment and Remediation Services**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval of a Contract with PBS Engineering and Environmental to provide Environmental Assessment and Remediation services to HACC. This team was selected, along with two others, from a pool of qualified responses resulting from a competitive RFP (Request for Proposals) process.

PBS will provide on-call environmental assessment and remediation services in support of HACC's housing development activities. Services include: environmental site assessments, hazardous material identification, remediation planning, clean-up coordination and regulatory compliance.

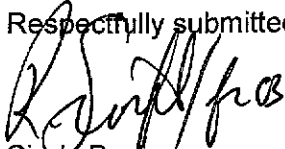
These services are integral to HACC's ability to explore and complete a number of housing development projects. The work completed under this contract will enable HACC to proceed with the renovation of the Easton Ridge Apartments, continue the disposition of the scattered site public housing portfolio, and to explore a number of future housing development opportunities.

The total contract budget will not exceed \$150,000. This contract is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Funds are involved.

Recommendation:

Staff respectfully recommends the Board approve HACC to enter into a Professional Services Contract with PBS Engineering and Environmental to provide Environmental Assessment and Remediation Services to HACC.

Respectfully submitted,


Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Mary-Rain O'Meara at (503)655-8279

PROFESSIONAL SERVICES CONTRACT DOCUMENTS

FOR

PBS Engineering + Environmental

BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF
CLACKAMAS COUNTY

Charlotte Lehan, Chair

Jim Bernard, Commissioner

Jamie Damon, Commissioner

Ann Lininger, Commissioner

Paul Savas, Commissioner

Erica Allison, Resident Commissioner

PROFESSIONAL SERVICES CONTRACT FOR **Environmental Assessment Services**

This contract for professional services is entered into by and between the Housing Authority of Clackamas County, hereinafter referred to as HACC, and **PBS Engineering + Environmental**, hereinafter called the CONTRACTOR. HACC and CONTRACTOR, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

I. SCOPE OF WORK and TERM OF CONTRACT:

This agreement covers the services as described in Attachment "A", which by this reference is hereby incorporated into and made a part of this contract. Work shall be performed in accordance with a schedule approved by the HACC. The term of the contract shall commence upon contract execution and continue through **July 31, 2014**. Passage of the contract expiration date shall not extinguish or prejudice HACC's right to enforce this contract with respect to any default or defect in performance that has not been cured.

II. COMPENSATION:

A. The HACC agrees to compensate the CONTRACTOR on a fee-for-services basis as provided for in Attachment "A", which by this reference is hereby incorporated into and made a part of this contract. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent HACC contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this contract shall be **\$150,000.00**. CONTRACTOR bears the risk of non-payment for services in excess of the amount stated above without prior HACC approval; but HACC reserves the right to ratify and pay for such services in its sole discretion.

B. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

2. This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to HACC employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are 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 Public Employees Retirement System).

3. 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 656.

4. CONTRACTOR represents and warrants that CONTRACTOR is not an employee of HACC or of the Federal Government, meets the independent contractor standards of ORS 670.600, and is not an "officer", "employee", or "agent" of HACC, as those terms are used in ORS 30.260 et. seq.

III. CONSTRAINTS

The CONTRACTOR agrees:

A. CONTRACTOR shall not delegate the responsibility for providing services under this contract to any other individual or agency without the express written permission of HACC.

B. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235, the following terms and conditions are made a part of this agreement:

1. CONTRACTOR shall:

a. 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 agreement.

b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this agreement.

c. Not permit any lien or claim to be filed or prosecuted against the HACC on account of any labor or material furnished.

2. 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 agreement as such claim becomes due, the proper officer representing HACC 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 the CONTRACTOR by reason of this agreement.

3. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are 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.

4. The CONTRACTOR shall promptly, as due, make payment to any person or 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.

5. The CONTRACTOR shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this contract.

6. The CONTRACTOR shall indemnify, save harmless and defend the HACC, its officers, commissioners 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 negligent acts, errors, omissions, or fault of the CONTRACTOR or the CONTRACTOR'S employees.

7. Services performed by CONTRACTOR shall be performed in a comparable manner and with the same degree of care, skill, diligence, competency, and knowledge which is ordinarily exhibited and possessed by other professionals in good standing in the same or similar field in the same community as CONTRACTOR.

IV. INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the CONTRACTOR, its agents, representatives, employees, or sub-contractors.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).

2. Insurance Services Office Additional Insured form (CG 20 37 or CG 20 26).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (any auto) [require if scope of work includes driving on HACC property].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.

B. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. (including coverages for discrimination, ADA violations, and sexual molestation). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (statutory) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance: \$1,000,000 per occurrence.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by HACC. At the option of HACC, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects HACC, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to HACC guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. HACC, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR.

2. The CONTRACTOR's insurance coverage shall be primary insurance as respects HACC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by HACC, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to HACC.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the CONTRACTOR.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+: CONTRACTOR must provide written verification of their insurer's rating.

F. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish HACC with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by HACC in sufficient time before the agreement commences to permit CONTRACTOR to remedy any deficiencies. HACC reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. SUB-CONTRACTORS' INSURANCE

CONTRACTOR shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit HACC to approve them before sub-contractors' work begins. All insurance coverages for sub-contractors shall be subject to all of the requirements stated above.

Notwithstanding this provision, CONTRACTOR shall indemnify HACC for any claims resulting from the performance or non-performance of the CONTRACTOR's sub-contractors and/or their failure to be properly insured.

V. SUBCONTRACTORS:

Use of sub-contractors must be pre-approved in writing by HACC. The CONTRACTOR shall be responsible to HACC for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any

minority, women or emerging small business enterprise in obtaining any subcontract.

VI. OTHER TERMS:

A. Termination. This contract may be terminated by either party upon at least ten (10) days written notice to the other.

B. Amendments. This contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of HACC.

C. Governing Law/Venue. This contract shall be governed by the laws of the State of Oregon. Any action or suit commenced in connection with this contract shall be commenced in the Circuit Court of Clackamas County or the Federal District Court for Oregon.

D. Third Party Beneficiaries. HACC and CONTRACTOR are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, or is intended to give, any right or benefit to any third persons unless such third persons are identified individually by name herein and expressly identified as intended beneficiaries of this contract.

E. Force Majeure. Neither HACC nor CONTRACTOR shall be held responsible for delay or default caused by fire, riot, strikes, acts of god, or war, where such cause was beyond their reasonable control. The parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of their obligations under this contract.

F. Survival. The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.

G. Records. CONTRACTOR shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, CONTRACTOR shall maintain any other records pertinent to this contract in such a manner as to clearly document CONTRACTOR'S performance hereunder. Contractor shall maintain any such records for a minimum of three years following final payment and termination of this contract, and CONTRACTOR shall allow HACC and its duly authorized representatives access to such records during that time or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions.

H. Ownership and Use of Documents. All work products of CONTRACTOR which result from this contract (the "work products"), except

material previously and mutually identified as confidential, shall be provided to HACC upon request and shall be considered exclusive property of HACC. In addition, if any of the work products contain intellectual property of CONTRACTOR that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, CONTRACTOR hereby grants HACC a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so for HACC purposes, all such work products, including but not limited to any information, designs, plans or works provided or delivered to HACC or produced by CONTRACTOR under this contract.

I. **Whole Contract.** This contract constitutes the complete and exclusive statement of the contract between the parties relevant to the purpose described herein and supersedes and cancels any prior contracts or proposals, oral or written, and all other communication between the parties relating to the subject matter of this contract. No waiver, consent, modification or change of terms of this contract will be binding on either party except as a written addendum signed by authorized agents of both parties.

By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

Dulcy Berri
PBS Engineering + Environmental
4412 SW Corbett Avenue
Portland, OR 97239

Dulcy Berri
Authorized Signature

Dulcy Berri / Principal
Name / Title Printed

March 13, 2012
Date

503-417-7591 / 866-727-0140
Telephone / Fax Number

93-0810218
Federal Tax ID Number

HOUSING AUTHORITY OF CLACKAMAS COUNTY

Charlotte Lehan, Chair

Jim Bernard, Commissioner

Jamie Damon, Commissioner

Ann Lininger, Commissioner

Paul Savas, Commissioner

Erica Allison, Resident Commissioner

DATED this _____ day of July, 2012

Chair

Recording Secretary

June 21, 2012

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

**Approval of Contract with Sound Community Ventures LLC to
Provide Real Estate Development and Financial Advisory Services**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval of a contract with Sound Community Ventures to provide Real Estate Development and Financial Advisory services to HACC. This team was selected, along with three others, from a pool of qualified responses resulting from a competitive RFP (Request for Proposals) process.

In 2008, HACC's Board of Commissioners adopted a 10-Year Strategic Directive to redevelop and reposition HACC's housing portfolio, including identifying opportunities to increase HACC's housing portfolio through new development and the acquisition of existing housing as well as disposing of HACC's scattered site public housing portfolio. In short, HACC intends to move forward with multiple development efforts over the next several years.

As these projects proceed, HACC anticipates the need for a variety of development and financial advisory services and desires to establish contracts with one or more consultant firms for the provision of these services as they arise.

The broad categories are:

1. Development Services and Project Coordination
2. Predevelopment, Construction and Permanent Financing
3. New Market Tax Credits and Equity Investment
4. Owner's Representative Services

Within the categories indicated above, the contractor(s) will be a direct advisor to HACC throughout the entire development process. The contractor(s) will be expected to work in partnership with HACC staff, development partner(s), if applicable, HUD representatives, HACC's General Counsel, lenders, investors and other relevant project partners.

Total amount of this contract is \$150,000. No County General Funds are involved in providing the service funded under this agreement. County Counsel has reviewed and approved this contract as part of the H3S contract standardization project.

Recommendation:

Staff respectfully recommends the Board approve HACC to enter into a Professional Services Contract with Sound Community Ventures LLC for the provision of Real Estate Development and Financial Advisory services to HACC.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Mary-Rain O'Meara at (503)655-8279

PROFESSIONAL SERVICES CONTRACT DOCUMENTS

FOR

**ON-CALL REAL ESTATE DEVELOPMENT AND FINANCIAL ADVISORY
SERVICES**

BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF
CLACKAMAS COUNTY

Charlotte Lehan, Chair
Jim Bernard, Commissioner
Jamie Damon, Commissioner
Ann Lininger, Commissioner
Paul Savas, Commissioner
Erica Allison, Resident Commissioner

PROFESSIONAL SERVICES CONTRACT FOR ON-CALL REAL ESTATE
DEVELOPMENT AND FINANCIAL ADVISORY SERVICES

This contract for professional services is entered into by and between the Housing Authority of Clackamas County, hereinafter referred to as HACC, and SOUND COMMUNITY VENTURES LLC, hereinafter called the CONTRACTOR. HACC and CONTRACTOR, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

I. SCOPE OF WORK and TERM OF CONTRACT:

This agreement covers the services as described in Attachment "A", which by this reference is hereby incorporated into and made a part of this contract. Work shall be performed in accordance with a schedule approved by the HACC. The term of the contract shall commence upon contract execution and continue through **June 21, 2014**. Passage of the contract expiration date shall not extinguish or prejudice HACC's right to enforce this contract with respect to any default or defect in performance that has not been cured.

II. COMPENSATION:

A. The HACC agrees to compensate the CONTRACTOR on a fee-for-services basis as provided for in Attachment "B", which by this reference is hereby incorporated into and made a part of this contract. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent HACC contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this contract shall be **\$150,000**. CONTRACTOR bears the risk of non-payment for services in excess of the amount stated above without prior HACC approval; but HACC reserves the right to ratify and pay for such services in its sole discretion.

B. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.
2. This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to HACC employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are 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 Public Employees Retirement System).

3. 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 656.

4. CONTRACTOR represents and warrants that CONTRACTOR is not an employee of HACC or of the Federal Government, meets the independent contractor standards of ORS 670.600, and is not an "officer", "employee", or "agent" of HACC, as those terms are used in ORS 30.260 et. seq.

III. CONSTRAINTS

The CONTRACTOR agrees:

A. CONTRACTOR shall not delegate the responsibility for providing services under this contract to any other individual or agency without the express written permission of HACC.

B. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235, the following terms and conditions are made a part of this agreement:

1. CONTRACTOR shall:

a. 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 agreement.

b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this agreement.

c. Not permit any lien or claim to be filed or prosecuted against the HACC on account of any labor or material furnished.

2. 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 agreement as such claim becomes due, the proper officer representing HACC 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 the CONTRACTOR by reason of this agreement.

3. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are 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.

4. The CONTRACTOR shall promptly, as due, make payment to any person or 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.

5. The CONTRACTOR shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this contract.

6. The CONTRACTOR shall indemnify, save harmless and defend the HACC, its officers, commissioners 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 negligent acts, errors, omissions, or fault of the CONTRACTOR or the CONTRACTOR'S employees.

7. Services performed by CONTRACTOR shall be performed in a comparable manner and with the same degree of care, skill, diligence, competency, and knowledge which is ordinarily exhibited and possessed by other professionals in good standing in the same or similar field in the same community as CONTRACTOR.

IV. INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the CONTRACTOR, its agents, representatives, employees, or sub-contractors.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (*any auto*) [*require if scope of work includes driving on HACC property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. (*including coverages for discrimination, ADA violations, and sexual molestation*). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by HACC. At the option of HACC, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects HACC, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to HACC guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. HACC, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR.
2. The CONTRACTOR's insurance coverage shall be primary insurance as respects HACC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by HACC, its officers, officials,

employees, or volunteers shall be excess of the CONTRACTOR's insurance.

3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to HACC.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the CONTRACTOR.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+: CONTRACTOR must provide written verification of their insurer's rating.

F. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish HACC with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by HACC in sufficient time before the agreement commences to permit CONTRACTOR to remedy any deficiencies. HACC reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. SUB-CONTRACTORS' INSURANCE

CONTRACTOR shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit HACC to approve them before sub-contractors' work begins. All insurance coverages for sub-contractors shall be subject to all of the requirements stated above.

Notwithstanding this provision, CONTRACTOR shall indemnify HACC for any claims resulting from the performance or non-performance of the CONTRACTOR's sub-contractors and/or their failure to be properly insured.

V. SUBCONTRACTORS:

Use of sub-contractors must be pre-approved in writing by HACC. The CONTRACTOR shall be responsible to HACC for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

VI. OTHER TERMS:

- A. Termination.** This contract may be terminated by either party upon at least ten (10) days written notice to the other.
- B. Amendments.** This contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of HACC.
- C. Governing Law/Venue.** This contract shall be governed by the laws of the State of Oregon. Any action or suit commenced in connection with this contract shall be commenced in the Circuit Court of Clackamas County or the Federal District Court for Oregon.
- D. Third Party Beneficiaries.** HACC and CONTRACTOR are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, or is intended to give, any right or benefit to any third persons unless such third persons are identified individually by name herein and expressly identified as intended beneficiaries of this contract.
- E. Force Majeure.** Neither HACC nor CONTRACTOR shall be held responsible for delay or default caused by fire, riot, strikes, acts of god, or war, where such cause was beyond their reasonable control. The parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of their obligations under this contract.
- F. Survival.** The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.
- G. Records.** CONTRACTOR shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, CONTRACTOR shall maintain any other records pertinent to this contract in such a manner as to clearly document CONTRACTOR'S performance hereunder. Contractor shall maintain any such records for a minimum of three years following final payment and termination of this contract, and CONTRACTOR shall allow HACC and its duly authorized representatives access to such records during that time or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions.
- H. Ownership and Use of Documents.** All work products of CONTRACTOR which result from this contract (the "work products"), except material previously and mutually identified as confidential, shall be provided to HACC upon request and shall be considered exclusive property of HACC. In addition, if any of the work products contain intellectual property of

CONTRACTOR that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, CONTRACTOR hereby grants HACC a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so for HACC purposes, all such work products, including but not limited to any information, designs, plans or works provided or delivered to HACC or produced by CONTRACTOR under this contract.

I. Whole Contract. This contract constitutes the complete and exclusive statement of the contract between the parties relevant to the purpose described herein and supersedes and cancels any prior contracts or proposals, oral or written, and all other communication between the parties relating to the subject matter of this contract. No waiver, consent, modification or change of terms of this contract will be binding on either party except as a written addendum signed by authorized agents of both parties.

By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

SOUND COMMUNITY VENTURES LLC
10006 NE Knight Road
Bainbridge Island, WA 98110



Authorized Signature

Robert Powers, President
Name, Title

June 7, 2012
Date

206.201.3273
Telephone

27-0583049
Federal EIN

BOARD OF COMMISSIONERS
HOUSING AUTHORITY OF CLACKAMAS COUNTY
Charlotte Lehan, Chair
Jim Bernard, Commissioner
Jamie Damon, Commissioner
Ann Lininger, Commissioner
Paul Savas, Commissioner
Erica Allison, Resident Commissioner

DATED this _____ day of June, 2012

Signing on behalf of the Board

Cindy Becker, Director
Health, Housing & Human Services

**ATTACHEMENT B
FEE SCHEDULE
FOR
REAL ESTATE DEVELOPMENT AND FINANCIAL ADVISORY SERVICES**

Rates. Services under each Task Order will be billed monthly, based on the following rates:

Bob Powers \$175/hr

Reimbursable Expenses. Costs for travel will be reimbursed at cost. Costs for mileage will be reimbursed at the standard IRS rate in effect at the time the expense is incurred.

Third Party Billings. SCV will manage third party contracts on behalf of HACC, and will do so with no set mark-up fee.

COPY

Cindy Becker
Director

June 21, 2012

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

**Approval of Contract # _____ with Wannamaker Consulting, INC to provide
Environmental Assessment and Remediation Services**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval of a Contract with Wannamaker Consulting to provide Environmental Assessment and Remediation services to HACC. This team was selected, along with two others, from a pool of qualified responses resulting from a competitive RFP (Request for Proposals) process.

Wannamaker will provide on-call environmental assessment and remediation services in support of HACC's housing development activities. Services include: environmental site assessments, hazardous material identification, remediation planning, clean-up coordination and regulatory compliance.

These services are integral to HACC's ability to explore and complete a number of housing development projects. The work completed under this contract will enable HACC to proceed with the renovation of the Easton Ridge Apartments, continue the disposition of the scattered site public housing portfolio, and to explore a number of future housing development opportunities.

The total contract budget will not exceed \$150,000. This contract is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Funds are involved.

Recommendation:

Staff respectfully recommends the Board approve HACC to enter into a Professional Services Contract with Wannamaker Consulting, INC to provide Environmental Assessment and Remediation Services to HACC.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Mary-Rain O'Meara at (503)655-8279

Healthy Families. Strong Communities.

3. 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 656

PROFESSIONAL SERVICES CONTRACT DOCUMENTS

FOR

Wannamaker Consulting Inc.

BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF
CLACKAMAS COUNTY

Charlotte Lehan, Chair
Jim Bernard, Commissioner
Jamie Damon, Commissioner
Ann Lininger, Commissioner
Paul Savas, Commissioner
Erica Allison, Resident Commissioner

3. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are 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.

4. The CONTRACTOR shall promptly, as due, make payment to any person or 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.

5. The CONTRACTOR shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this contract.

6. The CONTRACTOR shall indemnify, save harmless and defend the HACC, its officers, commissioners 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 negligent acts, errors, omissions, or fault of the CONTRACTOR or the CONTRACTOR'S employees.

7. Services performed by CONTRACTOR shall be performed in a comparable manner and with the same degree of care, skill, diligence, competency, and knowledge which is ordinarily exhibited and possessed by other professionals in good standing in the same or similar field in the same community as CONTRACTOR.

IV. INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the CONTRACTOR, its agents, representatives, employees, or sub-contractors.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0 01 10 01).

2. Insurance Services Office Additional Insured form (CG 20 37 or CG 20 26).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (any auto) [require if scope of work includes driving on HACC property].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.

B. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. (including coverages for discrimination, ADA violations, and sexual molestation). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (statutory) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance: \$1,000,000 per occurrence.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by HACC. At the option of HACC, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects HACC, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to HACC guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. HACC, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR.

2. The CONTRACTOR's insurance coverage shall be primary insurance as respects HACC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by HACC, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to HACC.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the CONTRACTOR.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+: CONTRACTOR must provide written verification of their insurer's rating.

F. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish HACC with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by HACC in sufficient time before the agreement commences to permit CONTRACTOR to remedy any deficiencies. HACC reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. SUB-CONTRACTORS' INSURANCE

CONTRACTOR shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit HACC to approve them before sub-contractors' work begins. All insurance coverages for sub-contractors shall be subject to all of the requirements stated above.

Notwithstanding this provision, CONTRACTOR shall indemnify HACC for any claims resulting from the performance or non-performance of the CONTRACTOR's sub-contractors and/or their failure to be properly insured.

V. SUBCONTRACTORS:

Use of sub-contractors must be pre-approved in writing by HACC. The CONTRACTOR shall be responsible to HACC for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any

minority, women or emerging small business enterprise in obtaining any subcontract.

VI. OTHER TERMS:

- A. Termination.** This contract may be terminated by either party upon at least ten (10) days written notice to the other.
- B. Amendments.** This contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of HACC.
- C. Governing Law/Venue.** This contract shall be governed by the laws of the State of Oregon. Any action or suit commenced in connection with this contract shall be commenced in the Circuit Court of Clackamas County or the Federal District Court for Oregon.
- D. Third Party Beneficiaries.** HACC and CONTRACTOR are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, or is intended to give, any right or benefit to any third persons unless such third persons are identified individually by name herein and expressly identified as intended beneficiaries of this contract.
- E. Force Majeure.** Neither HACC nor CONTRACTOR shall be held responsible for delay or default caused by fire, riot, strikes, acts of god, or war, where such cause was beyond their reasonable control. The parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of their obligations under this contract.
- F. Survival.** The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.
- G. Records.** CONTRACTOR shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, CONTRACTOR shall maintain any other records pertinent to this contract in such a manner as to clearly document CONTRACTOR'S performance hereunder. Contractor shall maintain any such records for a minimum of three years following final payment and termination of this contract, and CONTRACTOR shall allow HACC and its duly authorized representatives access to such records during that time or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions.
- H. Ownership and Use of Documents.** All work products of CONTRACTOR which result from this contract (the "work products"), except

material previously and mutually identified as confidential, shall be provided to HACC upon request and shall be considered exclusive property of HACC. In addition, if any of the work products contain intellectual property of CONTRACTOR that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, CONTRACTOR hereby grants HACC a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so for HACC purposes, all such work products, including but not limited to any information, designs, plans or works provided or delivered to HACC or produced by CONTRACTOR under this contract.

I. Whole Contract. This contract constitutes the complete and exclusive statement of the contract between the parties relevant to the purpose described herein and supersedes and cancels any prior contracts or proposals, oral or written, and all other communication between the parties relating to the subject matter of this contract. No waiver, consent, modification or change of terms of this contract will be binding on either party except as a written addendum signed by authorized agents of both parties.

By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

Lynda H. Wannamaker
Wannamaker Consulting Inc.
3909 NE Martin Luther King Jr. Blvd.
Suite 204
Portland, OR 97212



Authorized Signature

Lynda H. Wannamaker / President
Name / Title Printed

05-31-12
Date

503-287-4385 / 503-287-0854
Telephone / Fax Number

26-1974440
Federal Tax ID Number

HOUSING AUTHORITY OF CLACKAMAS COUNTY

Charlotte Lehan, Chair

Jim Bernard, Commissioner

Jamie Damon, Commissioner

Ann Lininger, Commissioner

Paul Savas, Commissioner

Erica Allison, Resident Commissioner

DATED this _____ day of June, 2012

Chair

Recording Secretary



SUBCONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Wannamaker Consulting, Inc. (PRIME) has entered into a written Professional Services Contract (CONTRACT) with:

Client: Housing Authority of Clackamas County (HACC)
For the following services: Environmental Assessment Services
Wannamaker Consulting Project No.: 12-08-01-MC
SUBCONSULTANT's Name: ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC.
SUBCONSULTANT's Address: 838 First Avenue, Suite 410, Portland OR 97204
Client Address : Housing Authority of Clackamas County
P.O. Box 1510, Oregon City, OR 97045
Attention Mary Bradshaw

WANNAMAKER CONSULTING, INC. and ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. (hereafter referred to as SUBCONSULTANT) have agreed that the SUBCONSULTANT will perform the scope of services identified below which are part to the CONTRACT identified above.

The services covered by this SUBCONSULTANT AGREEMENT will be performed in accordance with the PROVISIONS included within this form, the CONTRACT identified above, and any attachments or schedules. For purposes of incorporating these PROVISIONS wherever reference is made in the CONTRACT to the PRIME, substitute the name Wannamaker Consulting, Inc., and wherever reference is made in the CONTRACT to SUBCONSULTANT, substitute ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. To the extent that any provision of the CONTRACT is inconsistent with the terms of this SUBCONSULTANT AGREEMENT, then the terms of this SUBCONSULTANT AGREEMENT shall supersede such inconsistent terms of the CONTRACT.

SCOPE OF SERVICES: The work of the subconsultant will include, but will not be limited to the following scope of services:

- Natural Environment Technical Analysis and Report Writing
- Agency coordination related to natural environmental technical analysis
- NEPA Documentation
- As needed, assist in research and impact analysis for other NEPA disciplines, and drafting NEPA document sections

COMPENSATION: A not to exceed amount will be determined on a task order basis in consultation with the HACC, WANNAMAKER CONSULTING, INC., and ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC.

ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. shall not exceed the estimated cost for the outlined services without prior written approval from WANNAMAKER CONSULTING, INC.

SUBCONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Project: Environmental Assessment Services
Client: Housing Authority of Clackamas County (HACC)
Prime Contractor: Wannamaker Consulting, Inc.
Subconsultant: ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC.
Page 2

WANNAMAKER CONSULTING, INC. will submit the ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC.'s invoice to HACC for payment and will pay the ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. within 15 days of WANNAMAKER CONSULTING receiving payment from HACC.

The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services in accordance with the CONTRACT.

OTHER TERMS: Retainage on progress payments due to ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. will be withheld only if HACC withholds retainage on progress payments due to WANNAMAKER CONSULTING, INC. for ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC.'s work.

I. SCOPE OF SERVICES

ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. agrees to perform the services particularly described in the SUBCONSULTANT AGREEMENT and task orders issued from the SUBCONSULTANT AGREEMENT to which these terms are attached. The services are to be performed for HACC as a subcontractor for WANNAMAKER CONSULTING, INC.

WANNAMAKER CONSULTING, INC. may adjust the Scope of Services by either adding to or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for the ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC.'s Scope of Services, adjusted compensation and/or time will be mutually agreed upon in writing. Additional Services provided by the ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. will be entitled to additional compensation or extension of time only as authorized in writing by WANNAMAKER CONSULTING, INC.

II. SCHEDULE OF PERFORMANCE

The time schedule for the performance of services will be set forth by task orders issued under this Agreement and will be based on the ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC.'s anticipation of the orderly and continuous progress of the project. If the ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. is delayed in the performance of services by conditions which are beyond his/her control, s/he shall notify WANNAMAKER CONSULTING, INC. in writing of the cause of delay and the amount of delay anticipated. Such notice shall be delivered to WANNAMAKER

CONSULTING, INC. within five (5) calendar days of the time the ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. is aware of the delay. Any extension of time granted by WANNAMAKER CONSULTING, INC. to the ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. shall not constitute cause for additional compensation.

III. COMPENSATION

WANNAMAKER CONSULTING, INC. agrees to pay, and ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. agrees to accept compensation in accordance with the agreement to which these terms are attached. ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. shall submit a progress invoice that clearly sets out a statement of current expenditures, previous billings and total costs that allocates the cost to the work tasks for professional services and direct expenses. Approved invoices received by the designated day will be billed in the next calendar month. If the invoice is not approved, the ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. will be notified within five (5) days of receipt of the invoice.

IV. RESPONSIBILITY OF SUBCONSULTANT

ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. is an independent consultant. WANNAMAKER CONSULTING, INC. shall not direct the services or the means for accomplishment of the services to be performed. WANNAMAKER CONSULTING, INC., however, retains the right to require the services provided by the ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. meet specific standards without regard to the manner and means of accomplishment thereof. Except as agreed to in writing by WANNAMAKER CONSULTING, INC.,

SUBCONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Project: Environmental Assessment Services.
Client: Housing Authority of Clackamas County (HACC)
Prime Contractor: Wannamaker Consulting, Inc.
Subconsultant: ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC.
Page 3

ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. shall not subcontract the performance of any services.

V. PERMITS, LICENSES, AND FEES

ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. will obtain and pay for all permits and licenses required by law that are associated with the ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC.'s performance of the Scope of Services and will give all necessary notices.

VI. ACCEPTANCE

ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. acknowledges that WANNAMAKER CONSULTING, INC.'s acceptance of ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC.'s services depends on HACC's acceptance of such services. ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. agrees to perform its services in a competent, professional manner acceptable to the HACC and to WANNAMAKER CONSULTING, INC., and in conformity with the requirements of WANNAMAKER CONSULTING, INC.'s contract with HACC. If WANNAMAKER CONSULTING, INC. or HACC determines ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC.'s services fail to meet these requirements, WANNAMAKER CONSULTING, INC. retains the right to (1) require that ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. , without additional compensation, modify the services to meet such requirements, or (2) negotiate a good-faith adjustment of compensation with ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC.

VII. INDEMNIFICATION

To the fullest extent permitted by law, ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. shall indemnify and hold harmless Client, WANNAMAKER CONSULTING, INC., their officers, directors, agents, and employees (Indemnitees) from and against all claims, damages, losses and expenses (including attorneys' fees and other legal expenses) to the extent arising out of, or in connection with any negligent act or omission of ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC., or their employees, servants, agents or subconsultants.

In the event a court finds that the claim arises from or includes negligence of both ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. and WANNAMAKER CONSULTING,

INC., ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. shall indemnify WANNAMAKER CONSULTING, INC. for all damages paid or payable by WANNAMAKER CONSULTING, INC. under the court findings in an amount not to exceed the percentage of total fault attributed to ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC..

VIII. INSURANCE

ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. shall procure and maintain the following insurance which shall provide primary coverage with respect to the services provided under this SUBCONSULTANT AGREEMENT. WANNAMAKER CONSULTING, INC.'s insurance shall be excess and noncontributory:

1. Commercial General Liability. The minimum scope, limits deductibles, self-insured retentions and other provisions shall comply with the terms of the CONTRACT between HACC and WANNAMAKER CONSULTING, INC.

2. Automobile Liability. The minimum scope, limits deductibles, self-insured retentions and other provisions shall comply with the terms of the CONTRACT between HACC and WANNAMAKER CONSULTING, INC.

3. Workers' Compensation and Employer's Liability. The minimum scope, limits deductibles, self-insured retentions and other provisions shall comply with the terms of the CONTRACT between HACC and WANNAMAKER CONSULTING, INC.

4. Professional Liability Insurance. The minimum scope, limits deductibles, self-insured retentions and other provisions shall comply with the terms of the CONTRACT between HACC and WANNAMAKER CONSULTING, INC.

All policies shall be endorsed to provide WANNAMAKER CONSULTING, INC. with 30 days' written notice prior to cancellation of the insurance. Policies 1 and 2 above shall name HACC and WANNAMAKER CONSULTING, INC. as additional insureds. Claims-made policies shall be kept in force during and for 2 years after completion of the services. ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. shall submit certificates for the above policies to WANNAMAKER CONSULTING, INC. before commencing work.

SUBCONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Project: Environmental Assessment Services
Client: Housing Authority of Clackamas County (HACC)
Prime Contractor: Wannamaker Consulting, Inc.
Subconsultant: ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC.
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IX. AFFIRMATIVE ACTION

The ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC., with regard to the work performed by it after approval and/or award and prior to completion of this contract, shall not discriminate on the grounds of race, color, sex, age, sexual orientation, political ideology or national origin, and in the selection and retention of employees and subconsultants, including, but not limited to, services for procurement of materials and leases of equipment.

X. ASSIGNMENT AND BENEFIT

This SUBCONSULTANT AGREEMENT is binding on and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This SUBCONSULTANT AGREEMENT may not be assigned by either party without the prior written consent of the other.

XI. TERMINATION

WANNAMAKER CONSULTING, INC. may terminate this SUBCONSULTANT AGREEMENT for its convenience. ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. shall be compensated for services provided to the date of termination. If ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. persistently fails to provide the services in a manner satisfactory to WANNAMAKER CONSULTING, INC., then WANNAMAKER CONSULTING, INC. may terminate this SUBCONSULTANT AGREEMENT. ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. shall be compensated for completed and useful services provided to the date of termination. If, following termination, WANNAMAKER CONSULTING, INC. must complete the services, ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. shall be liable to WANNAMAKER CONSULTING, INC. for any additional costs and expenses thereby incurred.

XII. CODES, LAWS AND REGULATIONS

This SUBCONSULTANT AGREEMENT shall be subject to the laws of the state governing WANNAMAKER CONSULTING, INC.'s contract with HACC. Jurisdiction of litigation shall be in that state.

ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this

SUBCONSULTANT AGREEMENT. In executing this SUBCONSULTANT AGREEMENT, the ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. acknowledges that s/he is familiar with conditions at the project site(s) and has ascertained any requirements of applicable laws and regulations pertinent to the specific site conditions.

XIII. SEVERABILITY

If any part of this SUBCONSULTANT AGREEMENT is found to conflict with applicable laws, such part shall be null and void, but the remainder of this SUBCONSULTANT AGREEMENT shall be in full force and effect.

XIV. ARBITRATION

Except for claims or disputes involving HACC which are handled by litigation, all claims and disputes between the parties to this SUBCONSULTANT AGREEMENT arising out of this SUBCONSULTANT AGREEMENT or the breach thereof which are the aggregate total of less than \$200,000 shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC. expressly agrees to be joined in any arbitration proceedings between WANNAMAKER CONSULTING, INC. and HACC if such joining is requested. This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered in accordance with applicable law in any court having jurisdiction thereof.

XV. INTEGRATION

These terms and the agreement to which they are attached represent the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters. This SUBCONSULTANT AGREEMENT may not be modified except in writing, signed by both parties.



WANNAMAKER
CONSULTING INC.

ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC

ATTACHMENTS to this SUBCONSULTANT AGREEMENT:

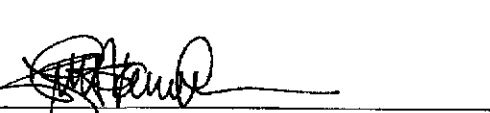
Attachment A: Prime Contract with Housing Authority of Clackamas County

This SUBCONSULTANT AGREEMENT represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties.

Approved for ENVIRONMENTAL SCIENCE
& ASSESSMENT, LLC.

Accepted for WANNAMAKER CONSULTING, INC.

By 

By 

Name Wallace Leake

Name Lynda H. Wannamaker

Title Principal

Title President

Date May 31, 2012

Date 05-31-12

ENVIRONMENTAL SCIENCE & ASSESSMENT, LLC'S Social Security or Federal Identification Number

93-1281845



SUBCONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Wannamaker Consulting, Inc. (PRIME) has entered into a written Professional Services Contract (CONTRACT) with:

Client: Housing Authority of Clackamas County (HACC)

For the following services: Environmental Assessment Services

Wannamaker Consulting Project No.: 12-08-01-MC

SUBCONSULTANT's Name: WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD.

SUBCONSULTANT's Address: 623 SE Mill Street, Portland OR 97214

Client Address : Housing Authority of Clackamas County
P.O. Box 1510, Oregon City, OR 97045
Attention Mary Bradshaw

WANNAMAKER CONSULTING, INC. and WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. (hereafter referred to as SUBCONSULTANT) have agreed that the SUBCONSULTANT will perform the scope of services identified below which are part to the CONTRACT identified above.

The services covered by this SUBCONSULTANT AGREEMENT will be performed in accordance with the PROVISIONS included within this form, the CONTRACT identified above, and any attachments or schedules. For purposes of incorporating these PROVISIONS wherever reference is made in the CONTRACT to the PRIME, substitute the name Wannamaker Consulting, Inc., and wherever reference is made in the CONTRACT to SUBCONSULTANT, substitute WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD.. To the extent that any provision of the CONTRACT is inconsistent with the terms of this SUBCONSULTANT AGREEMENT, then the terms of this SUBCONSULTANT AGREEMENT shall supersede such inconsistent terms of the CONTRACT.

SCOPE OF SERVICES: The work of the subconsultant will include, but will not be limited to the following scope of services:

- Section 106 Compliance (Historic and Archaeological) and Report Writing
- NEPA Documentation

COMPENSATION: A not to exceed amount will be determined on a task order basis in consultation with the HACC, WANNAMAKER CONSULTING, INC., and WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD.

WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. shall not exceed the estimated cost for the outlined services without prior written approval from WANNAMAKER CONSULTING, INC.

WANNAMAKER CONSULTING, INC. will submit the WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD.'s invoice to HACC for payment and will pay the WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. within 15 days of WANNAMAKER CONSULTING receiving payment from HACC.

SUBCONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Project: Environmental Assessment Services
Client: Housing Authority of Clackamas County (HACC)
Prime Contractor: Wannamaker Consulting, Inc.
Subconsultant: WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD.
Page 2

The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services in accordance with the CONTRACT.

OTHER TERMS: Retainage on progress payments due to WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. will be withheld only if HACC withholds retainage on progress payments due to WANNAMAKER CONSULTING, INC. for WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD.'s work.

I. SCOPE OF SERVICES

WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. agrees to perform the services particularly described in the SUBCONSULTANT AGREEMENT and task orders issued from the SUBCONSULTANT AGREEMENT to which these terms are attached. The services are to be performed for HACC as a subcontractor for WANNAMAKER CONSULTING, INC.

WANNAMAKER CONSULTING, INC. may adjust the Scope of Services by either adding to or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for the WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD.'s Scope of Services, adjusted compensation and/or time will be mutually agreed upon in writing. Additional Services provided by the WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. will be entitled to additional compensation or extension of time only as authorized in writing by WANNAMAKER CONSULTING, INC.

II. SCHEDULE OF PERFORMANCE

The time schedule for the performance of services will be set forth by task orders issued under this Agreement and will be based on the WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD.'s anticipation of the orderly and continuous progress of the project. If the WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. is delayed in the performance of services by conditions which are beyond his/her control, s/he shall notify WANNAMAKER CONSULTING, INC. in writing of the cause of delay and the amount of delay anticipated. Such notice shall be delivered to WANNAMAKER CONSULTING, INC. within five (5) calendar days of the time the WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. is aware of the delay. Any extension of time granted by WANNAMAKER CONSULTING, INC. to

the WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. shall not constitute cause for additional compensation.

III. COMPENSATION

WANNAMAKER CONSULTING, INC. agrees to pay, and WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. agrees to accept compensation in accordance with the agreement to which these terms are attached. WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. shall submit a progress invoice that clearly sets out a statement of current expenditures, previous billings and total costs that allocates the cost to the work tasks for professional services and direct expenses. Approved invoices received by the designated day will be billed in the next calendar month. If the invoice is not approved, the WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. will be notified within five (5) days of receipt of the invoice.

IV. RESPONSIBILITY OF SUBCONSULTANT

WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. is an independent consultant. WANNAMAKER CONSULTING, INC. shall not direct the services or the means for accomplishment of the services to be performed. WANNAMAKER CONSULTING, INC., however, retains the right to require the services provided by the WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. meet specific standards without regard to the manner and means of accomplishment thereof. Except as agreed to in writing by WANNAMAKER CONSULTING, INC., WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. shall not subcontract the performance of any services.

V. PERMITS, LICENSES, AND FEES

WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. will obtain and pay for all permits and licenses required by law that are associated with the WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD.'s

SUBCONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Project: Environmental Assessment Services
Client: Housing Authority of Clackamas County (HACC)
Prime Contractor: Wannamaker Consulting, Inc.
Subconsultant: WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD.
Page 3

performance of the Scope of Services and will give all necessary notices.

VI. ACCEPTANCE

WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. acknowledges that WANNAMAKER CONSULTING, INC.'s acceptance of WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD.'s services depends on HACC's acceptance of such services. WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. agrees to perform its services in a competent, professional manner acceptable to the HACC and to WANNAMAKER CONSULTING, INC., and in conformity with the requirements of WANNAMAKER CONSULTING, INC.'s contract with HACC. If WANNAMAKER CONSULTING, INC. or HACC determines WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD.'s services fail to meet these requirements, WANNAMAKER CONSULTING, INC. retains the right to (1) require that WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD., without additional compensation, modify the services to meet such requirements, or (2) negotiate a good-faith adjustment of compensation with WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD.

VII. INDEMNIFICATION

To the fullest extent permitted by law, WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. shall indemnify and hold harmless Client, WANNAMAKER CONSULTING, INC., their officers, directors, agents, and employees (Indemnitees) from and against all claims, damages, losses and expenses (including attorneys' fees and other legal expenses) to the extent arising out of, or in connection with any negligent act or omission of WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD., or their employees, servants, agents or subconsultants.

In the event a court finds that the claim arises from or includes negligence of both WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. and WANNAMAKER CONSULTING, INC., WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. shall indemnify WANNAMAKER CONSULTING, INC. for all damages paid or payable by WANNAMAKER CONSULTING, INC. under the court findings in an amount not to exceed the

percentage of total fault attributed to WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD..

VIII. INSURANCE

WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. shall procure and maintain the following insurance which shall provide primary coverage with respect to the services provided under this SUBCONSULTANT AGREEMENT. WANNAMAKER CONSULTING, INC.'s insurance shall be excess and noncontributory:

1. Commercial General Liability. The minimum scope, limits deductibles, self-insured retentions and other provisions shall comply with the terms of the CONTRACT between HACC and WANNAMAKER CONSULTING, INC.
2. Automobile Liability. The minimum scope, limits deductibles, self-insured retentions and other provisions shall comply with the terms of the CONTRACT between HACC and WANNAMAKER CONSULTING, INC.
3. Workers' Compensation and Employer's Liability. The minimum scope, limits deductibles, self-insured retentions and other provisions shall comply with the terms of the CONTRACT between HACC and WANNAMAKER CONSULTING, INC.
4. Professional Liability Insurance. The minimum scope, limits deductibles, self-insured retentions and other provisions shall comply with the terms of the CONTRACT between HACC and WANNAMAKER CONSULTING, INC.

All policies shall be endorsed to provide WANNAMAKER CONSULTING, INC. with 30 days' written notice prior to cancellation of the insurance. Policies 1 and 2 above shall name HACC and WANNAMAKER CONSULTING, INC. as additional insureds. Claims-made policies shall be kept in force during and for 2 years after completion of the services. WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. shall submit certificates for the above policies to WANNAMAKER CONSULTING, INC. before commencing work.

SUBCONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Project: Environmental Assessment Services
Client: Housing Authority of Clackamas County (HACC)
Prime Contractor: Wannamaker Consulting, Inc.
Subconsultant: WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD.
Page 4

IX. AFFIRMATIVE ACTION

The WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD., with regard to the work performed by it after approval and/or award and prior to completion of this contract, shall not discriminate on the grounds of race, color, sex, age, sexual orientation, political ideology or national origin, and in the selection and retention of employees and subconsultants, including, but not limited to, services for procurement of materials and leases of equipment.

X. ASSIGNMENT AND BENEFIT

This SUBCONSULTANT AGREEMENT is binding on and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This SUBCONSULTANT AGREEMENT may not be assigned by either party without the prior written consent of the other.

XI. TERMINATION

WANNAMAHER CONSULTING, INC. may terminate this SUBCONSULTANT AGREEMENT for its convenience. WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. shall be compensated for services provided to the date of termination. If WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. persistently fails to provide the services in a manner satisfactory to WANNAMAHER CONSULTING, INC., then WANNAMAHER CONSULTING, INC. may terminate this SUBCONSULTANT AGREEMENT. WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. shall be compensated for completed and useful services provided to the date of termination. If, following termination, WANNAMAHER CONSULTING, INC. must complete the services, WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. shall be liable to WANNAMAHER CONSULTING, INC. for any additional costs and expenses thereby incurred.

XII. CODES, LAWS AND REGULATIONS

This SUBCONSULTANT AGREEMENT shall be subject to the laws of the state governing WANNAMAHER CONSULTING, INC.'s contract with HACC. Jurisdiction of litigation shall be in that state.

WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this SUBCONSULTANT AGREEMENT. In executing this SUBCONSULTANT AGREEMENT, the WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. acknowledges that s/he is familiar with conditions at the project site(s) and has ascertained any requirements of applicable laws and regulations pertinent to the specific site conditions.

XIII. SEVERABILITY

If any part of this SUBCONSULTANT AGREEMENT is found to conflict with applicable laws, such part shall be null and void, but the remainder of this SUBCONSULTANT AGREEMENT shall be in full force and effect.

XIV. ARBITRATION

Except for claims or disputes involving HACC which are handled by litigation, all claims and disputes between the parties to this SUBCONSULTANT AGREEMENT arising out of this SUBCONSULTANT AGREEMENT or the breach thereof which are the aggregate total of less than \$200,000 shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD. expressly agrees to be joined in any arbitration proceedings between WANNAMAHER CONSULTING, INC. and HACC if such joining is requested. This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered in accordance with applicable law in any court having jurisdiction thereof.

XV. INTEGRATION

These terms and the agreement to which they are attached represent the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters. This SUBCONSULTANT AGREEMENT may not be modified except in writing, signed by both parties.

SUBCONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Project: Environmental Assessment Services
Client: Housing Authority of Clackamas County (HACC)
Prime Contractor: Wannamaker Consulting, Inc.
Subconsultant: WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD.
Page 5

ATTACHMENTS to this SUBCONSULTANT AGREEMENT:

Attachment A: Prime Contract with Housing Authority of Clackamas County

This SUBCONSULTANT AGREEMENT represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties.

Approved for WILLAMETTE CULTURAL
RESOURCE ASSOCIATES, LTD.

Accepted for WANNAMAHER CONSULTING, INC.

By David V. Ellis

By [Signature]

Name David V. Ellis

Name Lynda H. Wannamaker

Title President

Title President

Date May 31, 2012

Date 05-31-12

WILLAMETTE CULTURAL RESOURCE ASSOCIATES, LTD.'S Social Security or Federal Identification Number

26-0820804



WANNAMA
CONSULTING INC.

SUBCONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Wannamaker Consulting, Inc. (PRIME) has entered into a written Professional Services Contract (CONTRACT) with:

Client: Housing Authority of Clackamas County (HACC)
For the following services: Environmental Assessment Services
Wannamaker Consulting Project No.: 12-08-01-MC
SUBCONSULTANT's Name: MICHAEL MINOR & ASSOCIATES, INC.
SUBCONSULTANT's Address: 4923 SE 36th Avenue, Portland OR 97202
Client Address : Housing Authority of Clackamas County
P.O. Box 1510, Oregon City, OR 97045
Attention Mary Bradshaw

WANNAMA CONSULTING, INC. and MICHAEL MINOR & ASSOCIATES, INC. (hereafter referred to as SUBCONSULTANT) have agreed that the SUBCONSULTANT will perform the scope of services identified below which are part to the CONTRACT identified above.

The services covered by this SUBCONSULTANT AGREEMENT will be performed in accordance with the PROVISIONS included within this form, the CONTRACT identified above, and any attachments or schedules. For purposes of incorporating these PROVISIONS wherever reference is made in the CONTRACT to the PRIME, substitute the name Wannamaker Consulting, Inc., and wherever reference is made in the CONTRACT to SUBCONSULTANT, substitute MICHAEL MINOR & ASSOCIATES, INC. To the extent that any provision of the CONTRACT is inconsistent with the terms of this SUBCONSULTANT AGREEMENT, then the terms of this SUBCONSULTANT AGREEMENT shall supersede such inconsistent terms of the CONTRACT.

SCOPE OF SERVICES: The work of the subconsultant will include, but will not be limited to the following scope of services:

- Air Quality, Noise and Vibration Technical Analysis and Report Writing
- NEPA Documentation

COMPENSATION: A not to exceed amount will be determined on a task order basis in consultation with the HACC, WANNAMA CONSULTING, INC., and MICHAEL MINOR & ASSOCIATES, INC.

MICHAEL MINOR & ASSOCIATES, INC. shall not exceed the estimated cost for the outlined services without prior written approval from WANNAMA CONSULTING, INC.

WANNAMA CONSULTING, INC. will submit the MICHAEL MINOR & ASSOCIATES, INC.'s invoice to HACC for payment and will pay the MICHAEL MINOR & ASSOCIATES, INC. within 15 days of WANNAMA CONSULTING receiving payment from HACC.

The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services in accordance with the CONTRACT.

OTHER TERMS: Retainage on progress payments due to MICHAEL MINOR & ASSOCIATES, INC. will be withheld only if HACC withholds retainage on progress payments due to WANNAMA CONSULTING, INC. for MICHAEL MINOR & ASSOCIATES, INC.'s work.

SUBCONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Project: Environmental Assessment Services
Client: Housing Authority of Clackamas County (HACC)
Prime Contractor: Wannamaker Consulting, Inc.
Subconsultant: MICHAEL MINOR & ASSOCIATES, INC.
Page 2

I. SCOPE OF SERVICES

MICHAEL MINOR & ASSOCIATES, INC. agrees to perform the services particularly described in the SUBCONSULTANT AGREEMENT and task orders issued from the SUBCONSULTANT AGREEMENT to which these terms are attached. The services are to be performed for HACC as a subcontractor for WANNAMAHER CONSULTING, INC.

WANNAMAHER CONSULTING, INC. may adjust the Scope of Services by either adding to or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for the MICHAEL MINOR & ASSOCIATES, INC.'s Scope of Services, adjusted compensation and/or time will be mutually agreed upon in writing. Additional Services provided by the MICHAEL MINOR & ASSOCIATES, INC. will be entitled to additional compensation or extension of time only as authorized in writing by WANNAMAHER CONSULTING, INC.

II. SCHEDULE OF PERFORMANCE

The time schedule for the performance of services will be set forth by task orders issued under this Agreement and will be based on the MICHAEL MINOR & ASSOCIATES, INC.'s anticipation of the orderly and continuous progress of the project. If the MICHAEL MINOR & ASSOCIATES, INC. is delayed in the performance of services by conditions which are beyond his/her control, s/he shall notify WANNAMAHER CONSULTING, INC. in writing of the cause of delay and the amount of delay anticipated. Such notice shall be delivered to WANNAMAHER CONSULTING, INC. within five (5) calendar days of the time the MICHAEL MINOR & ASSOCIATES, INC. is aware of the delay. Any extension of time granted by WANNAMAHER CONSULTING, INC. to the MICHAEL MINOR & ASSOCIATES, INC. shall not constitute cause for additional compensation.

III. COMPENSATION

WANNAMAHER CONSULTING, INC. agrees to pay, and MICHAEL MINOR & ASSOCIATES, INC. agrees to accept compensation in accordance with the agreement to which these terms are attached. MICHAEL MINOR & ASSOCIATES, INC. shall submit a progress invoice that clearly sets out a statement of current expenditures, previous billings and total costs that allocates the cost to the work tasks for professional services and direct expenses. Approved invoices received by the designated day

will be billed in the next calendar month. If the invoice is not approved, the MICHAEL MINOR & ASSOCIATES, INC. will be notified within five (5) days of receipt of the invoice.

IV. RESPONSIBILITY OF SUBCONSULTANT

MICHAEL MINOR & ASSOCIATES, INC. is an independent consultant. WANNAMAHER CONSULTING, INC. shall not direct the services or the means for accomplishment of the services to be performed. WANNAMAHER CONSULTING, INC., however, retains the right to require the services provided by the MICHAEL MINOR & ASSOCIATES, INC. meet specific standards without regard to the manner and means of accomplishment thereof. Except as agreed to in writing by WANNAMAHER CONSULTING, INC., MICHAEL MINOR & ASSOCIATES, INC. shall not subcontract the performance of any services.

V. PERMITS, LICENSES, AND FEES

MICHAEL MINOR & ASSOCIATES, INC. will obtain and pay for all permits and licenses required by law that are associated with the MICHAEL MINOR & ASSOCIATES, INC.'s performance of the Scope of Services and will give all necessary notices.

VI. ACCEPTANCE

MICHAEL MINOR & ASSOCIATES, INC. acknowledges that WANNAMAHER CONSULTING, INC.'s acceptance of MICHAEL MINOR & ASSOCIATES, INC.'s services depends on HACC's acceptance of such services. MICHAEL MINOR & ASSOCIATES, INC. agrees to perform its services in a competent, professional manner acceptable to the HACC and to WANNAMAHER CONSULTING, INC., and in conformity with the requirements of WANNAMAHER CONSULTING, INC.'s contract with HACC. If WANNAMAHER CONSULTING, INC. or HACC determines MICHAEL MINOR & ASSOCIATES, INC.'s services fail to meet these requirements, WANNAMAHER CONSULTING, INC. retains the right to (1) require that MICHAEL MINOR & ASSOCIATES, INC., without additional compensation, modify the services to meet such requirements, or (2) negotiate a good-faith adjustment of compensation with MICHAEL MINOR & ASSOCIATES, INC..

VII. INDEMNIFICATION

To the fullest extent permitted by law, MICHAEL MINOR & ASSOCIATES, INC. shall indemnify and hold harmless Client, WANNAMAHER CONSULTING, INC., their

SUBCONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Project: Environmental Assessment Services
Client: Housing Authority of Clackamas County (HACC)
Prime Contractor: Wannamaker Consulting, Inc.
Subconsultant: MICHAEL MINOR & ASSOCIATES, INC.
Page 3

officers, directors, agents, and employees (Indemnitees) from and against all claims, damages, losses and expenses (including attorneys' fees and other legal expenses) to the extent arising out of, or in connection with any negligent act or omission of MICHAEL MINOR & ASSOCIATES, INC., or their employees, servants, agents or subconsultants.

In the event a court finds that the claim arises from or includes negligence of both MICHAEL MINOR & ASSOCIATES, INC. and WANNAMAKER CONSULTING, INC., MICHAEL MINOR & ASSOCIATES, INC. shall indemnify WANNAMAKER CONSULTING, INC. for all damages paid or payable by WANNAMAKER CONSULTING, INC. under the court findings in an amount not to exceed the percentage of total fault attributed to MICHAEL MINOR & ASSOCIATES, INC.

VIII. INSURANCE

MICHAEL MINOR & ASSOCIATES, INC. shall procure and maintain the following insurance which shall provide primary coverage with respect to the services provided under this SUBCONSULTANT AGREEMENT. WANNAMAKER CONSULTING, INC.'s insurance shall be excess and noncontributory.

1. Commercial General Liability. The minimum scope, limits deductibles, self-insured retentions and other provisions shall comply with the terms of the CONTRACT between HACC and WANNAMAKER CONSULTING, INC.

2. Automobile Liability. The minimum scope, limits deductibles, self-insured retentions and other provisions shall comply with the terms of the CONTRACT between HACC and WANNAMAKER CONSULTING, INC.

3. Workers' Compensation and Employer's Liability. The minimum scope, limits deductibles, self-insured retentions and other provisions shall comply with the terms of the CONTRACT between HACC and WANNAMAKER CONSULTING, INC.

4. Professional Liability Insurance. The minimum scope, limits deductibles, self-insured retentions and other provisions shall comply with the terms of the CONTRACT between HACC and WANNAMAKER CONSULTING, INC.

All policies shall be endorsed to provide WANNAMAKER CONSULTING, INC. with 30 days' written notice prior to cancellation of the insurance. Policies 1 and 2 above shall name HACC and WANNAMAKER CONSULTING, INC.

as additional insureds. Claims-made policies shall be kept in force during and for 2 years after completion of the services. MICHAEL MINOR & ASSOCIATES, INC. shall submit certificates for the above policies to WANNAMAKER CONSULTING, INC. before commencing work.

IX. AFFIRMATIVE ACTION

The MICHAEL MINOR & ASSOCIATES, INC., with regard to the work performed by it after approval and/or award and prior to completion of this contract, shall not discriminate on the grounds of race, color, sex, age, sexual orientation, political ideology or national origin, and in the selection and retention of employees and subconsultants, including, but not limited to, services for procurement of materials and leases of equipment.

X. ASSIGNMENT AND BENEFIT

This SUBCONSULTANT AGREEMENT is binding on and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This SUBCONSULTANT AGREEMENT may not be assigned by either party without the prior written consent of the other.

XI. TERMINATION

WANNAMAKER CONSULTING, INC. may terminate this SUBCONSULTANT AGREEMENT for its convenience. MICHAEL MINOR & ASSOCIATES, INC. shall be compensated for services provided to the date of termination. If MICHAEL MINOR & ASSOCIATES, INC. persistently fails to provide the services in a manner satisfactory to WANNAMAKER CONSULTING, INC., then WANNAMAKER CONSULTING, INC. may terminate this SUBCONSULTANT AGREEMENT. MICHAEL MINOR & ASSOCIATES, INC. shall be compensated for completed and useful services provided to the date of termination. If, following termination, WANNAMAKER CONSULTING, INC. must complete the services, MICHAEL MINOR & ASSOCIATES, INC. shall be liable to WANNAMAKER CONSULTING, INC. for any additional costs and expenses thereby incurred.

XII. CODES, LAWS AND REGULATIONS

This SUBCONSULTANT AGREEMENT shall be subject to the laws of the state governing WANNAMAKER CONSULTING, INC.'s contract with HACC. Jurisdiction of litigation shall be in that state.

SUBCONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Project: Environmental Assessment Services
Client: Housing Authority of Clackamas County (HACC)
Prime Contractor: Wannamaker Consulting, Inc.
Subconsultant: MICHAEL MINOR & ASSOCIATES, INC.

Page 4

MICHAEL MINOR & ASSOCIATES, INC. will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this SUBCONSULTANT AGREEMENT. In executing this SUBCONSULTANT AGREEMENT, the MICHAEL MINOR & ASSOCIATES, INC. acknowledges that s/he is familiar with conditions at the project site(s) and has ascertained any requirements of applicable laws and regulations pertinent to the specific site conditions.

XIII. SEVERABILITY

If any part of this SUBCONSULTANT AGREEMENT is found to conflict with applicable laws, such part shall be null and void, but the remainder of this SUBCONSULTANT AGREEMENT shall be in full force and effect.

XIV. ARBITRATION

Except for claims or disputes involving HACC which are handled by litigation, all claims and disputes between the parties to this SUBCONSULTANT AGREEMENT arising out of this SUBCONSULTANT AGREEMENT or the

breach thereof which are the aggregate total of less than \$200,000 shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. MICHAEL MINOR & ASSOCIATES, INC. expressly agrees to be joined in any arbitration proceedings between WANNAMAKER CONSULTING, INC. and HACC if such joining is requested. This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered in accordance with applicable law in any court having jurisdiction thereof.

XV. INTEGRATION

These terms and the agreement to which they are attached represent the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters. This SUBCONSULTANT AGREEMENT may not be modified except in writing, signed by both parties.

ATTACHMENTS to this SUBCONSULTANT AGREEMENT:

Attachment A: Prime Contract with Housing Authority of Clackamas County

This SUBCONSULTANT AGREEMENT represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties.

Approved for MICHAEL MINOR & ASSOCIATES, INC.

Accepted for WANNAMAKER CONSULTING, INC.

By [Signature]

By [Signature]

Name Michael Minor

Name Lynda H. Wannamker

Title President

Title President

Date 6/5/2012

Date 05-31-12

MICHAEL MINOR & ASSOCIATES, INC.'S Social Security or Federal Identification Number

93-1310265



SUBCONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Wannamaker Consulting, Inc. (PRIME) has entered into a written Professional Services Contract (CONTRACT) with:

Client: Housing Authority of Clackamas County (HACC)

For the following services: Environmental Assessment Services

Wannamaker Consulting Project No.: 12-08-01-MC

SUBCONSULTANT's Name: DKS ASSOCIATES, INC.

SUBCONSULTANT's Address: 720 SW Washington Street, Suite 500, Portland OR 97205

Client Address : Housing Authority of Clackamas County
P.O. Box 1510, Oregon City, OR 97045
Attention Mary Bradshaw

WANNAMAKER CONSULTING, INC. and DKS ASSOCIATES, INC. (hereafter referred to as SUBCONSULTANT) have agreed that the SUBCONSULTANT will perform the scope of services identified below which are part to the CONTRACT identified above.

The services covered by this SUBCONSULTANT AGREEMENT will be performed in accordance with the PROVISIONS included within this form, the CONTRACT identified above, and any attachments or schedules. For purposes of incorporating these PROVISIONS wherever reference is made in the CONTRACT to the PRIME, substitute the name Wannamaker Consulting, Inc., and wherever reference is made in the CONTRACT to SUBCONSULTANT, substitute DKS ASSOCIATES, INC. To the extent that any provision of the CONTRACT is inconsistent with the terms of this SUBCONSULTANT AGREEMENT, then the terms of this SUBCONSULTANT AGREEMENT shall supersede such inconsistent terms of the CONTRACT.

SCOPE OF SERVICES: The work of the subconsultant will include, but will not be limited to the following scope of services:

- Traffic, Transit and Transportation Analysis and Report Writing
- NEPA Documentation

COMPENSATION: A not to exceed amount will be determined on a task order basis in consultation with the HACC, WANNAMAKER CONSULTING, INC., and DKS ASSOCIATES, INC..

DKS ASSOCIATES, INC. shall not exceed the estimated cost for the outlined services without prior written approval from WANNAMAKER CONSULTING, INC.

WANNAMAKER CONSULTING, INC. will submit the DKS ASSOCIATES, INC.'s invoice to HACC for payment and will pay the DKS ASSOCIATES, INC. within 15 days of WANNAMAKER CONSULTING receiving payment from HACC.

The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services in accordance with the CONTRACT.

OTHER TERMS: Retainage on progress payments due to DKS ASSOCIATES, INC. will be withheld only if HACC withholds retainage on progress payments due to WANNAMAKER CONSULTING, INC. for DKS ASSOCIATES, INC.'s work.

SUBCONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Project: Environmental Assessment Services
Client: Housing Authority of Clackamas County (HACC)
Prime Contractor: Wannamaker Consulting, Inc.
Subconsultant: DKS ASSOCIATES, INC.
Page 2

I. SCOPE OF SERVICES

DKS ASSOCIATES, INC. agrees to perform the services particularly described in the SUBCONSULTANT AGREEMENT and task orders issued from the SUBCONSULTANT AGREEMENT to which these terms are attached. The services are to be performed for HACC as a subcontractor for WANNAMAKER CONSULTING, INC.

WANNAMAKER CONSULTING, INC. may adjust the Scope of Services by either adding to or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for the DKS ASSOCIATES, INC.'s Scope of Services, adjusted compensation and/or time will be mutually agreed upon in writing. Additional Services provided by the DKS ASSOCIATES, INC. will be entitled to additional compensation or extension of time only as authorized in writing by WANNAMAKER CONSULTING, INC.

II. SCHEDULE OF PERFORMANCE

The time schedule for the performance of services will be set forth by task orders issued under this Agreement and will be based on the DKS ASSOCIATES, INC.'s anticipation of the orderly and continuous progress of the project. If the DKS ASSOCIATES, INC. is delayed in the performance of services by conditions which are beyond his/her control, s/he shall notify WANNAMAKER CONSULTING, INC. in writing of the cause of delay and the amount of delay anticipated. Such notice shall be delivered to WANNAMAKER CONSULTING, INC. within five (5) calendar days of the time the DKS ASSOCIATES, INC. is aware of the delay. Any extension of time granted by WANNAMAKER CONSULTING, INC. to the DKS ASSOCIATES, INC. shall not constitute cause for additional compensation.

III. COMPENSATION

WANNAMAKER CONSULTING, INC. agrees to pay, and DKS ASSOCIATES, INC. agrees to accept compensation in accordance with the agreement to which these terms are attached. DKS ASSOCIATES, INC. shall submit a progress invoice that clearly sets out a statement of current expenditures, previous billings and total costs that allocates the cost to the work tasks for professional services and direct expenses. Approved invoices received by the designated day will be billed in the next calendar month. If

the invoice is not approved, the DKS ASSOCIATES, INC. will be notified within five (5) days of receipt of the invoice.

IV. RESPONSIBILITY OF SUBCONSULTANT

DKS ASSOCIATES, INC. is an independent consultant. WANNAMAKER CONSULTING, INC. shall not direct the services or the means for accomplishment of the services to be performed. WANNAMAKER CONSULTING, INC., however, retains the right to require the services provided by the DKS ASSOCIATES, INC. meet specific standards without regard to the manner and means of accomplishment thereof. Except as agreed to in writing by WANNAMAKER CONSULTING, INC., DKS ASSOCIATES, INC. shall not subcontract the performance of any services.

V. PERMITS, LICENSES, AND FEES

DKS ASSOCIATES, INC. will obtain and pay for all permits and licenses required by law that are associated with the DKS ASSOCIATES, INC.'s performance of the Scope of Services and will give all necessary notices.

VI. ACCEPTANCE

DKS ASSOCIATES, INC. acknowledges that WANNAMAKER CONSULTING, INC.'s acceptance of DKS ASSOCIATES, INC.'s services depends on HACC's acceptance of such services. DKS ASSOCIATES, INC. agrees to perform its services in a competent, professional manner acceptable to the HACC and to WANNAMAKER CONSULTING, INC., and in conformity with the requirements of WANNAMAKER CONSULTING, INC.'s contract with HACC. If WANNAMAKER CONSULTING, INC. or HACC determines DKS ASSOCIATES, INC.'s services fail to meet these requirements, WANNAMAKER CONSULTING, INC. retains the right to (1) require that DKS ASSOCIATES, INC., without additional compensation, modify the services to meet such requirements, or (2) negotiate a good-faith adjustment of compensation with DKS ASSOCIATES, INC..

VII. INDEMNIFICATION

To the fullest extent permitted by law, DKS ASSOCIATES, INC. shall indemnify and hold harmless Client, WANNAMAKER CONSULTING, INC., their officers, directors, agents, and employees (Indemnitees) from and against all claims, damages, losses and expenses (including attorneys' fees and other legal expenses) to the extent arising out of, or in connection with any negligent act or

SUBCONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Project: Environmental Assessment Services
Client: Housing Authority of Clackamas County (HACC)
Prime Contractor: Wannamaker Consulting, Inc.
Subconsultant: DKS ASSOCIATES, INC.
Page 3

omission of DKS ASSOCIATES, INC., or their employees, servants, agents or subconsultants.

In the event a court finds that the claim arises from or includes negligence of both DKS ASSOCIATES, INC. and WANNAMAHER CONSULTING, INC., DKS ASSOCIATES, INC. shall indemnify WANNAMAHER CONSULTING, INC. for all damages paid or payable by WANNAMAHER CONSULTING, INC. under the court findings in an amount not to exceed the percentage of total fault attributed to DKS ASSOCIATES, INC..

VIII. INSURANCE

DKS ASSOCIATES, INC. shall procure and maintain the following insurance which shall provide primary coverage with respect to the services provided under this SUBCONSULTANT AGREEMENT. WANNAMAHER CONSULTING, INC.'s insurance shall be excess and noncontributory:

1. Commercial General Liability. The minimum scope, limits deductibles, self-insured retentions and other provisions shall comply with the terms of the CONTRACT between HACC and WANNAMAHER CONSULTING, INC.
2. Automobile Liability. The minimum scope, limits deductibles, self-insured retentions and other provisions shall comply with the terms of the CONTRACT between HACC and WANNAMAHER CONSULTING, INC.
3. Workers' Compensation and Employer's Liability. The minimum scope, limits deductibles, self-insured retentions and other provisions shall comply with the terms of the CONTRACT between HACC and WANNAMAHER CONSULTING, INC.
4. Professional Liability Insurance. The minimum scope, limits deductibles, self-insured retentions and other provisions shall comply with the terms of the CONTRACT between HACC and WANNAMAHER CONSULTING, INC.

All policies shall be endorsed to provide WANNAMAHER CONSULTING, INC. with 30 days' written notice prior to cancellation of the insurance. Policies 1 and 2 above shall name HACC and WANNAMAHER CONSULTING, INC. as additional insureds. Claims-made policies shall be kept in force during and for 2 years after completion of the services. DKS ASSOCIATES, INC. shall submit certificates for the above policies to WANNAMAHER CONSULTING, INC. before commencing work.

IX. AFFIRMATIVE ACTION

The DKS ASSOCIATES, INC., with regard to the work performed by it after approval and/or award and prior to completion of this contract, shall not discriminate on the grounds of race, color, sex, age, sexual orientation, political ideology or national origin, and in the selection and retention of employees and subconsultants, including, but not limited to, services for procurement of materials and leases of equipment.

X. ASSIGNMENT AND BENEFIT

This SUBCONSULTANT AGREEMENT is binding on and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This SUBCONSULTANT AGREEMENT may not be assigned by either party without the prior written consent of the other.

XI. TERMINATION

WANNAMAHER CONSULTING, INC. may terminate this SUBCONSULTANT AGREEMENT for its convenience. DKS ASSOCIATES, INC. shall be compensated for services provided to the date of termination. If DKS ASSOCIATES, INC. persistently fails to provide the services in a manner satisfactory to WANNAMAHER CONSULTING, INC., then WANNAMAHER CONSULTING, INC. may terminate this SUBCONSULTANT AGREEMENT. DKS ASSOCIATES, INC. shall be compensated for completed and useful services provided to the date of termination. If, following termination, WANNAMAHER CONSULTING, INC. must complete the services, DKS ASSOCIATES, INC. shall be liable to WANNAMAHER CONSULTING, INC. for any additional costs and expenses thereby incurred.

XII. CODES, LAWS AND REGULATIONS

This SUBCONSULTANT AGREEMENT shall be subject to the laws of the state governing WANNAMAHER CONSULTING, INC.'s contract with HACC. Jurisdiction of litigation shall be in that state.

DKS ASSOCIATES, INC. will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this SUBCONSULTANT AGREEMENT. In executing this SUBCONSULTANT AGREEMENT, the DKS ASSOCIATES, INC. acknowledges that s/he is familiar with conditions at the project site(s) and has ascertained any requirements of applicable laws and regulations pertinent to the specific site conditions.

SUBCONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Project: Environmental Assessment Services
Client: Housing Authority of Clackamas County (HACC)
Prime Contractor: Wannamaker Consulting, Inc.
Subconsultant: DKS ASSOCIATES, INC.
Page 4

XIII. SEVERABILITY

If any part of this SUBCONSULTANT AGREEMENT is found to conflict with applicable laws, such part shall be null and void, but the remainder of this SUBCONSULTANT AGREEMENT shall be in full force and effect.

XIV. ARBITRATION

Except for claims or disputes involving HACC which are handled by litigation, all claims and disputes between the parties to this SUBCONSULTANT AGREEMENT arising out of this SUBCONSULTANT AGREEMENT or the breach thereof which are the aggregate total of less than \$200,000 shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. DKS ASSOCIATES, INC. expressly agrees to be joined in any arbitration

proceedings between WANNAMAKER CONSULTING, INC. and HACC if such joining is requested. This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered in accordance with applicable law in any court having jurisdiction thereof.

XV. INTEGRATION

These terms and the agreement to which they are attached represent the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters. This SUBCONSULTANT AGREEMENT may not be modified except in writing, signed by both parties.

ATTACHMENTS to this SUBCONSULTANT AGREEMENT:

Attachment A: Prime Contract with Housing Authority of Clackamas County

This SUBCONSULTANT AGREEMENT represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties.

Approved for DKS ASSOCIATES, INC.

Accepted for WANNAMAKER CONSULTING, INC.

By

By

Name

Name Lynda H. Wannamaker

Title

Title President

Date

Date 05-31-12

DKS ASSOCIATES, INC.'S Social Security or Federal Identification Number

94-2583153

COPY

Cindy Becker
Director

June 21, 2012

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

**In The Matter of Writing Off Uncollectible Accounts for the
Fourth Quarter of Fiscal Year 2012**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the fourth quarter of fiscal year 2012 (April 1, 2012 – June 30, 2012). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the fourth quarter of fiscal year 2012 will be \$13,578.71 for Low Rent Public Housing, \$7,289.90 for Local Project Fund, and \$794.03 for Jannsen Road Apartments. Of the total fourth quarter write offs, \$10,883.65 was for uncollected rents and \$10,778.99 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the fourth quarter of fiscal year 2012 will be \$21,662.64. Total collection losses for fiscal year 2011 were \$33,058.65.

Recommendation

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Mary-Rain O'Meara at 503-655-8279

Healthy Families. Strong Communities.

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

LRPH

Collection Loss for the period of

4/1/2012

to

6/30/2012

Fourth Quarter of Fiscal Year 2012

Unit #	SS #	Name	Rent	Sundry	Total
1064-7	xxx-xx-0273	Pamela Waltermire	0.09	557.21	\$ 557.30
1080-6	xxx-xx-1041	Kaleb Sims	(15.86)	564.58	\$ 548.72
3011-8	xxx-xx-9577	Melissa Springstead	695.49	886.67	\$ 1,582.16
3015-4	xxx-xx-9903	Jill Johnston	226.20	1,438.08	\$ 1,664.28
3092-5	xxx-xx-2110	Julie Sanchez	2.35	169.85	\$ 172.20
4013-5	xxx-xx-2449	Jessica Dove	735.97	716.06	\$ 1,452.03
4035-5	xxx-xx-4906	The Estate of James Fisher	75.41	-	\$ 75.41
4069-3	xxx-xx-4069	Jasmine Turner	-	400.77	\$ 400.77
4078-4	xxx-xx-9718	Jessica Smith	(11.24)	804.97	\$ 793.73
5605-3	xxx-xx-6583	Leticia Galvan	145.13	39.30	\$ 184.43
5605-3	xxx-xx-6583	Leticia Galvan	1,080.00	RR	\$ 1,080.00
6001-4	xxx-xx-0265	Ogla Velazques	842.00	115.62	\$ 957.62
21006-4	xxx-xx-3685	Janice and Patrick O'Neill	1,520.56	2,589.50	\$ 4,110.06
Total Write-off				8,282.61	\$ 13,578.71

Betty Mc Kee
Accounting Specialist 1 - Betty Mc Kee

Richard Cronk
Finance Manager - Rich Cronk

Richard Cronk for TA
Executive Director - Trell Anderson

LPF Collection Loss for the period of 4/1/2012 to 6/30/2012
 Fourth Quarter of Fiscal Year 2012

Unit #	SS #	Name	Rent	Sundry	Total
303011-4	xxx-xx-4008	Fabien Thibodeau	3,125.00	285.60	\$ 3,410.60
303015-2	xxx-xx-3142	Julieanne Mosley	2,450.40	1,428.90	\$ 3,879.30
					\$ -
					\$ -

Total Write-off	5,575.40	1,714.50	7,289.90
-----------------	----------	----------	----------

Betty McKee
 Accounting Specialist 1 - Betty McKee

Richard Cronk
 Finance Manager - Rich Cronk

Richard Cronk for TA
 Executive Director - Trel Anderson

June 21, 2012

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Resolution No. 1889: Declaring Intent to Issue Not to Exceed \$24,000,000 of Revenue Bonds for the Easton Ridge Apartments Renovation Project

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing, and Human Services Department, requests approval of Resolution 1889 to declare intent to issue not to exceed \$24,000,000 of Revenue Bonds for the Easton Ridge Apartments Renovation Project.

Easton Ridge, a 264-unit affordable housing complex, is located at SE 90th Avenue and SE Causey Avenue approximately one-quarter mile north of Clackamas Town Center. The property is within a short walk of the region's transportation system including the Clackamas Town Center Max Station. The close proximity to the Town Center area also provides ready access for residents to a wide range of goods and services, as well as education and employment opportunities.

Easton Ridge was constructed in 1989 by Bowen Hunt Development, and purchased by the Housing Authority of Clackamas County in 1996. The property is sited on 8.8 acres and consists of 264 units in 11 three-story buildings and a single-story community building with an on-site property management office. The buildings are wood-frame construction with wood lap siding built on concrete slab foundation.

The building siding has begun to show visible signs of envelope failure due to poor site drainage and moisture penetration at the exterior envelope. Initial due diligence determined a project scope of work which includes:

- (1) Replacing and upgrading the residential building envelope,
- (2) Improving interior ventilation, and
- (3) Addressing poor site drainage.

On October 20, 2011, HACC Commissioners approved Resolution No. 1886 authorizing the Housing Authority to proceed with further due diligence, engaging architect and construction management/general contractor to more fully develop a Capital Improvement Plan. Resolution No. 1886 also authorized the Housing Authority to make applications for private-activity bond cap allocation and low income housing tax credits.

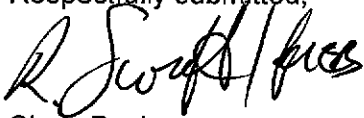
Approval of Resolution No. 1889 will communicate HACC's intent to issue bonds for the Easton Ridge Apartments Renovation Project. Resolution No. 1889 will also constitute a "declaration of official intent" to reimburse expenditures for the Easton Ridge Apartments Renovations for purposes of Treasury Regulations relating to tax-exempt bonds. This declaration of official intent will allow the Authority to use bond proceeds to reimburse expenditures for the Easton Ridge Apartments Renovation Project made before the tax-exempt bonds are issued.

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Recommendation:

Staff recommends that the Board approve Resolution No. 1889, Declaring Intent to Issue Not to Exceed \$24,000,000 of Revenue Bonds for the Easton Ridge Apartments Renovation Project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C. Becker".

Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Mary-Rain O'Meara at 503-655-8279

BEFORE THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

A Resolution Declaring an Intent to Issue Not
to Exceed \$24,000,000 of Revenue Bonds for
the Easton Ridge Apartments Project

RESOLUTION NO. 1889

WHEREAS, the Housing Authority of Clackamas County (the "Authority") is a public body corporate and politic of the State of Oregon and is empowered by ORS 456.005 to 456.235 (the "Act") to issue revenue bonds for the purpose of financing housing projects; and

WHEREAS, the Authority intends to form an Oregon limited liability company of which the Authority will be the sole managing member (the "Borrower"), to finance the rehabilitation of the Easton Ridge Apartments Project located in Clackamas County, Oregon, to provide housing for low-income persons (the "Project"), the estimated cost of which is not expected to exceed \$40,000,000; and

WHEREAS, the Authority anticipates that the Borrower will request that the Authority issue and sell revenue bonds (the "Bonds") in one or more series, in an amount not to exceed \$24,000,000 pursuant to the Act, to assist the Borrower in financing all or part of the Project; and

WHEREAS, the Authority desires to provide such assistance, if certain conditions are met; and

WHEREAS, the use of the proceeds of the sale of the Bonds by the Borrower will permit the Borrower to finance the Project, thereby providing 264 units of decent, safe and sanitary housing for persons and families of lower income (as defined in the Act) for a period of not less than 15 years and otherwise promoting the general health and welfare of the inhabitants within the jurisdictional limits of the Authority; and

WHEREAS, the Authority deems it necessary and advisable that it take such action as may be required under the Act to authorize and issue the Bonds in one or more series to finance part of the cost of the Project in a total amount not to exceed \$24,000,000; and

WHEREAS, Treasury Regulations Section 1.103-8(a)(5) requires that, in order for expenditures for an exempt facility that are made before the issue date of bonds issued to provide financing for that facility to qualify for tax-exempt financing, the issuer must declare an official intent under Treasury Regulations Section 1.150-2 to reimburse any such expenditures from the proceeds of those bonds, and one of the purposes of this resolution is to satisfy the requirements of such regulations; NOW, THEREFORE,

BEFORE THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

A Resolution Declaring an Intent to Issue Not to Exceed \$24,000,000 of Revenue Bonds for the Easton Ridge Apartments Project

RESOLUTION NO. 1889
(Cont)

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, as follows:

Section 1. To assist in the financing of the Project, with the public benefits resulting therefrom, the Authority declares its intention, subject to the conditions and terms set forth herein, to issue and sell its revenue bonds or other obligations (the "Bonds"), in one or more series, in a principal amount of not to exceed \$24,000,000 and to reimburse the Borrower, from proceeds of the Bonds, for expenditures for the Project made by the Borrower before the issue date of the Bonds.

Section 2. The proceeds of the Bonds will be used to assist in financing the Project, and may also be used to pay all or part of the costs incident to the authorization, sale, issuance and delivery of the Bonds.

Section 3. The Bonds will be payable solely from the sources specified by resolution of the Board of Commissioners of the Authority. The Bonds shall bear such rate or rates of interest, payable at such times, shall mature at such time or times, in such amount or amounts, shall have such security, and shall contain such other terms, conditions and covenants as shall later be provided by resolution of the Board of Commissioners of the Authority.

Section 4. The Bonds shall be issued subject to the conditions that (a) the Authority, the Borrower and the purchaser of the Bonds shall have first agreed to mutually acceptable terms for the Bonds and the sale and delivery thereof and mutually acceptable terms and conditions of the loan or other agreement for the Project, and (b) all governmental approvals and certifications and findings required by laws applicable to the Bonds first shall have been obtained. If necessary, the Executive Director of the Authority or his or her designee is authorized to seek an allocation of volume cap for the Bonds from the Private Activity Bond Committee of the Debt Management Division of the Oregon State Treasury.

Section 5. For purposes of applicable Treasury Regulations, the Borrower is authorized to commence financing of the Project and advance such funds as may be necessary therefor, subject to reimbursement for all expenditures to the extent provided herein out of proceeds, if any, of the issue of the Bonds authorized herein. However, the passage of this resolution does not constitute a guarantee that the Bonds will be issued or that the Project will be financed as described herein. The Board of Commissioners of the Authority shall have the absolute right to rescind this resolution at any time if it determines in its sole judgment that the risks associated with the issuance of the Bonds are unacceptable.

BEFORE THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

A Resolution Declaring an Intent to Issue Not
to Exceed \$24,000,000 of Revenue Bonds for
the Easton Ridge Apartments Project

RESOLUTION NO. 1889
(Cont)

Section 6. It is intended that this resolution shall constitute a declaration of official intent to reimburse expenditures for the Project made before the issue date of the Bonds from proceeds of the Bonds, for the purposes of Treasury Regulations Sections 1.103-8(a)(5) and 1.150-2.

Section 7. Foster Pepper PLLC, Seattle, Washington, is hereby retained as bond counsel to supervise the proceedings and approve the validity and tax-exempt status of the Bonds.

Section 8. Any actions of the Authority or its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

Section 9. Effective Date. This resolution shall be in full force and effect from and after its adoption and approval.

DATED this 21st day of June, 2012.

BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF CLACKAMAS COUNTY, OREGON

Chair

Recording Secretary

June 21, 2012

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Resolution No. 1890: Regional Mobility Pilot Program

The Housing Authority of Clackamas County (HACC) a Division of the Health, Housing and Human Services Department, requests Board approval of Resolution No. 1890 to enter into a formal Memorandum of Understanding (MOU) with the Home Forward (formerly known as Housing Authority of Portland) to run a Regional Mobility Pilot Program.

Home Forward and the Housing Authority of Clackamas County, (HACC) wish to eliminate jurisdictional boundaries and expand the area in which each agency administers its Section 8 Housing Choice Voucher program. Such agreement would allow Section 8 participants to choose to rent a unit anywhere within the two counties while being served by the originating Housing Authority.

Home Forward and HACC have worked closely for over 18 months to align our services and operations with the mutual goal of expanding housing, support, and employment opportunities for the people we serve throughout Multnomah and Clackamas Counties. Additionally, we are acting to reduce the administrative costs generated by HUD portability regulations.

The Section 8 Housing Choice voucher program enables voucher recipients to move anywhere within the United States as long as there is a Public Housing Authority within the area they move to that administers a Section 8 HCV program. The originating Housing Authority is required to send their voucher with the assisted family to the jurisdiction of their choice and the receiving Housing Authority has the option to absorb the family; give them a local voucher from their program, or administer the voucher that came with the family and bill the originating agency.

Under this new initiative, the Housing Authorities would no longer pay 80% of their administrative fees to the receiving agency when a voucher holder ports-out, nor would Housing Authorities have to administer port-ins while receiving only 80% of administrative fees. We anticipate annual cost savings of \$19,000 for Home Forward and \$16,000 for HACC. The cost savings estimate is based upon the average number of families choosing to port to the neighboring jurisdiction, and the loss of the associated administrative fees, as well as the additional staff time it takes to administer the portability requirements.

While the MOU will eliminate cumbersome and expensive procedures linked to portability, it will also promote efficiencies that will be achieved through the alignment of processes and procedures at both agencies involved in the overall administration of the Section 8 program. Home Forward and

Healthy Families. Strong Communities.

HACC are committed to ensuring that landlords and clients have equivalent program expectations and positive outcomes regardless of which area they operate within or which agency they deal with. Specific outcome measurements such as the tracking of administrative earnings and the number of households moving to obtain employment will be reported on regularly. We also intend to conduct regular participant and landlord satisfaction surveys to monitor and improve upon the outcomes of this initiative.

Staff recommends your support of this initiative and your authorization through approval of the attached Resolution to enter in a Memorandum of Understanding with the HACC authorizing the expansion of the areas of opportunity for the Section 8 HCV participants.

Recommendation

HACC recommends the approval of Resolution No. 1890 and that HACC's Executive Director be granted authority to sign the accompanying MOU on behalf of the Board.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C. Becker" with a stylized flourish at the end.

Cindy Becker
Director

BEFORE THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

A Resolution Authorizing HACC to Enter Into a Memorandum of Understanding with Home Forward to Expand Areas of Opportunity for Section 8 Participants.

Resolution No. 1890

WHEREAS, the Housing Authority and Home Forward have a desire to increase the area of opportunity for all Section 8 Housing Choice Voucher (HCV) participants by expanding their areas of operation to include all of Multnomah and Clackamas County.

WHEREAS, Agreements outlined within the Memorandum of Understanding will result in an expansion of areas of opportunity for the people we serve effective July 1, 2012.

WHEREAS, Agreements outlined with the Memorandum of Understanding will result in an increase in the Administrative fees earned by both participating agencies; both agencies will also experience a reduction in administrative burden due to the elimination of the portability requirements.

WHEREAS, the Housing Authority will also adopt as an Addendum to its HCV Administrative Plan the Summary of the Regional Pilot Program and the MOU for outlines for administering this pilot.

NOW, THEREFORE, BE IT RESOLVED, that the Housing Authority Board of Commissioners has authorized the Executive Director to enter into a Memorandum of Understanding with Home Forward governing the inter-jurisdictional administration of the Section 8 HCV program.

DATED this 21st day of June, 2012.

BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF CLACKAMAS COUNTY, OREGON

Chair

Recording Secretary

12

MARC GONZALES
DIRECTOR



DEPARTMENT OF FINANCE

June 14, 2012
215

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Resolution for Clackamas County for a Supplemental Budget
(Greater Than Ten Percent) for Fiscal Year 2011-2012**

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached Board Order reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 (4) which allows for governing body approval of supplemental budget changes for items ten percent or greater of the qualifying expenditures of the budget fund(s) being adjusted. The required notices have been published.

The **Emergency Management Fund** is recognizing additional grant revenue from the Urban Area Security Initiative and State of Oregon and budgeting in materials and services for program expense. This fund is also transferring FEMA Hazard Mitigation funds from contracted services to capital outlay for property acquisitions.

The **Happy Valley/Clackamas Joint Transportation SDC Fund** is recognizing State of Oregon Surface Transportation Program revenue and budgeting to transfer to the Countywide SDC Fund.

The **Children, Youth and Families Fund** is decreasing its budget to recognize reduction in several state commission grant programs.

The **Records Management Fund** is transferring from materials and services to capital outlay to purchase a replacement scanner.

The effect of this Resolution is an increase in appropriations of \$563,359 including new revenues as detailed below:

Federal Operating Grants	\$ 274,735.
State Operating Grants	288,624.
Total Recommended	<u>\$ 563,359.</u>

RECOMMENDATION:

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,



Diane D. Padilla
Budget Manager

For information on this issue or copies of attachments please contact Diane Padilla at 503 742-5425

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

A RESOLUTION OF THE CLACKAMAS
COUNTY BOARD OF COMMISSIONERS
REGARDING ADOPTION OF A
SUPPLEMENTAL BUDGET FOR ITEMS
GREATER THAN 10 PERCENT
OF THE TOTAL QUALIFYING
EXPENDITURES AND MAKING
APPROPRIATIONS FOR FISCAL
YEAR 2011-12



Resolution No. _____

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2011 through June 30, 2012, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on June 14, 2012.

WHEREAS; the funds being adjusted are:

- . Emergency Management Fund
- . Happy Valley/Clackamas Joint Transportation SDC Fund
- . Children, Youth and Families Fund
- . Records Management Fund;

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.480, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

ADOPTED this ^{21st}~~14th~~ day of June, 2012

By the BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF GREATER THAN 10% OF BUDGET
June 14, 2012

Recommended items by revenue source:

Federal Operating Grants	\$ 274,735.
State Operating Grants	<u>288,624.</u>
Total Recommended	<u>\$ 563,359.</u>

EMERGENCY MANAGEMENT FUND

Revenues:	
Federal Operating Grants	\$ 282,500.
Total Revenues	<u>\$ 282,500.</u>
Expenses:	
Materials & Services	\$ (317,500.)
Capital Outlay	<u>600,000.</u>
Total Expenses	<u>\$ 282,500.</u>

Recognizing additional grant revenue from the Urban Area Security Initiative and State of Oregon and budgeting in materials and services for program expense. This fund is also transferring FEMA Hazard Mitigation funds from contracted services to capital outlay for property acquisitions.

HAPPY VALLEY/CLACKAMAS JOINT TRANSPORTATION SDC FUND

Revenues:	
State Operating Grants	\$ 613,014.
Total Revenues	<u>\$ 613,014.</u>
Expenses:	
Interfund Transfer	\$ 613,014.
Total Expenses	<u>\$ 613,014.</u>

Recognizing State of Oregon Surface Transportation Program revenue and budgeting to transfer to the Countywide SDC Fund.

CHILDREN, YOUTH AND FAMILIES FUND

Revenues	
Federal Operating Grants	\$ (7,765.)
State Operation Grants	\$ (324,390.)
Total Revenues	<u>\$ (332,155.)</u>
Expenses:	
Materials & Services	\$ (332,155.)
Total Expenses	<u>\$ (332,155.)</u>

Decreasing its budget to recognize reduction in several state commission grant programs.

RECORDS MANAGMENT FUND

Expenses:

Materials & Services	\$ (7000.)
Capital Outlay	<u>7,000.</u>
Total Expenses	<u>\$ 0.</u>

Transferring from materials and services to capital outlay to purchase a replacement scanner.

June 21, 2012

Board of Commissioners
Clackamas County

Members of the Board

**Approval of a Medicaid Mental Health/Addictions Provider Agreement with
FamilyCare, Inc. for Primary Care Services.**

Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing and Human Services Department (H3S) requests the approval of a Medicaid Mental Health/Addictions Provider Agreement with FamilyCare, Inc. for the purchase of behavioral health services from the Behavioral Health Division for Oregon Health Plan (OHP) members.

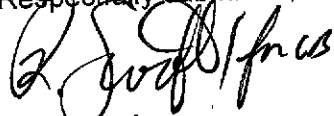
The OHP members covered by this agreement are residents of Clackamas County who have access to physical health services at county clinics and are capitated to Family Care, Inc. for provision of physical health services.

This is a revenue agreement for Behavioral Health. The total amount of the agreement is unknown, because the number of clients who will be enrolled with FamilyCare, Inc. cannot be projected with certainty. No County General funds are involved. The agreement is effective upon signature by both parties and shall continue until either or both parties terminate the agreement.

Recommendation

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

Respectfully submitted,



Cindy Becker
Director

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

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THIS AGREEMENT ("Agreement") is made and entered into by and between FamilyCare, Inc. (hereinafter referred to as "FamilyCare"), an Oregon non-profit corporation operating in Oregon as a fully capitated health plan, and Clackamas County Behavioral Health (hereinafter referred to as "Provider").

RECITALS

WHEREAS, FamilyCare offers or administers one or more health benefit plans and desires to enter into a written agreement to arrange for the provision of certain Covered Services to Members of such plans; and

WHEREAS, Provider is a mental health and/or addictions provider, and/or employs or contracts with mental health and/or addictions providers, all of whom are lawfully qualified to provide mental health care services and/or chemical dependency prevention, intervention, and treatment services and willing to provide such services to Members of FamilyCare mental health benefit plans; and

WHEREAS, the mental health benefit plan(s) covered by this Agreement include: the Oregon Health Plan, the services provided under the MHS Special Contract pursuant to the Personal/Professional Service Contract between FamilyCare and The Oregon Health Authority, Addictions and Mental Health Division, and other Plans added to this Agreement as provided in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, it is agreed by and between the parties as follows:

AGREEMENT

1. Definitions. As used in this Agreement and its Attachments, each of the following terms (and the plural thereof, when appropriate) shall have the meaning set forth herein, except where the context makes it clear that such meaning is not intended:

1.1 Capitation Fee. A predetermined monthly payment to Provider or Provider Practitioners, if applicable, for Covered Services to be provided to each Member assigned to Provider or Provider Practitioners.

1.2 Care Management. A program of care coordination and case management developed to manage high cost and at-risk Members with complex medical needs.

1.3 Clean Claim. A bill for services, line item of service or all services for one Member on a bill, on a claim form acceptable to FamilyCare that can be processed without obtaining additional information from the provider of the services or from a third party. A Clean Claim does not include a claim from a provider under investigation for fraud or abuse, or a claim under review for Medical Necessity.

1.4 Coinsurance. The percentage or portion of the cost of care that a Member may be obligated to pay for a Covered Service.

1.5 Copayment or Copay. The fixed dollar amount that a Member may be obligated to pay for a Covered Service.

1.6 Covered Service. Medically Necessary health care services and supplies rendered or furnished to Member by Provider or Provider Practitioner for which benefits are available under a Member's Plan.

1.7 Deductible. The amount of out-of-pocket expense that Member is responsible to pay for Covered Services prior to being eligible to receive Plan benefits.

1.8 Emergency or Emergency Medical Condition. A mental health condition manifesting itself by acute symptoms of sufficient severity such that a prudent lay person, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in serious jeopardy to the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child), serious impairment to bodily functions or serious dysfunction of any bodily organ or part. An "Emergency Medical Condition" is determined based on the presenting symptoms (not the final diagnosis) as perceived by a prudent layperson and includes cases in which the absence of immediate medical attention would not in fact have had the adverse results described in the previous sentence.

1.9 Medical Director. Physicians who are designated by FamilyCare or a Plan and are responsible for quality management and utilization management review, including concurrent hospital review and, if appropriate under a Plan, making all final medical and behavioral health decisions relating to coverage or payment.

1.10 Medically Necessary or Medical Necessity. The decision as to whether a service or supply ordered by the provider was Medically Necessary, or as to whether services or supplies are required by Medical Necessity, for the purposes of qualifying for payment by FamilyCare rests with FamilyCare, subject to the procedures for reconsideration. Services and medical supplies are Medically Necessary or required by Medical Necessity if required for prevention (including preventing a relapse), diagnosis or treatment of mental disorders and are (a) consistent with the symptoms of a mental illness or treatment of a mental disorder; (b) appropriate with regard to standards of good practice and generally recognized by the relevant scientific community as effective; (c) not solely for the convenience of a Member or a provider of the service or medical supplies; and (d) the most cost effective of the alternative levels of medical services or medical supplies that can be safely provided to a Member in FamilyCare's judgment. The fact that an item or service is Medically Necessary does not by itself mean that the item or service is eligible for payment by FamilyCare; to be eligible for payment, items and services must be Covered Services under the Plan and meet all requirements for eligibility for payment in addition to being Medically Necessary.

1.11 Member. A person who is enrolled in a FamilyCare Plan and is entitled to receive Covered Services.

1.12 Participating Hospital. A hospital that is contracted to provide Covered Services to Members. Participating status shall be contingent upon FamilyCare's designation as such.

1.13 Participating Practitioner. A physician or other health care professional who is contracted directly or as a member of a Participating Practitioner Group to provide Covered Services to Members under this Agreement or otherwise. Any Participating Practitioner who serves FamilyCare Members under this Agreement will be bound by its terms. Participating status shall be contingent upon FamilyCare's designation as such.

1.14 Participating Practitioner Group. An independent practice association; corporation, limited liability company, or partnership of professional providers; or other entity that employs or contracts with providers of professional medical services and contracts with FamilyCare to provide services to Members under this Agreement. Participating status shall be contingent upon FamilyCare's designation as such.

1.15 Participating Provider. A Participating Practitioner, Participating Practitioner Group, Participating Hospital or other facility or provider of health care items or services designated as a Participating Provider by FamilyCare.

1.16 Plan. The contract or agreement with FamilyCare setting forth the Covered Services to which a Member is entitled and, if a government health benefit program, the federal and state statutes and regulations governing the program. The Plan initially covered by this Agreement is the Oregon Health Plan administered by the Oregon Health Authority, Addictions and Mental Health Division pursuant to the Provider Services Contract Mental Health Organization with FamilyCare and applicable rules and regulations and the MHS Special Contract pursuant to the Personal/Professional Service Contract between FamilyCare and the Oregon Health Authority, Addictions and Mental Health Division.

1.17 Policies and Procedures. The criteria and procedures pertaining to credentialing and recredentialing, participation, compensation, payment rules, processing guidelines, medical policy, utilization management, quality improvement, fraud and abuse, health benefit plan standards, and such other matters determined from time to time by FamilyCare.

1.18 Primary Care Provider. A Participating Practitioner deemed a Primary Care Provider by FamilyCare for the Plan.

1.19 Primary Care Services. Those Covered Services routinely provided by Primary Care Providers in their practice of medicine or other health care profession or as may be further defined in the Plan.

1.20 Prior Authorization or Preauthorization. Prior authorization or Preauthorization is approval given by FamilyCare in advance of a proposed hospitalization, treatment, supply purchase or other Covered Service, in accordance with FamilyCare Policies and Procedures.

1.21 Referral. The process required by this Agreement by which a provider directs a Member to seek and obtain Covered Services from a Participating Practitioner or any other provider of Covered Services.

1.22 Scope of Service. Those services set forth in the Services and Compensation Attachment to this Agreement to be performed by Provider or Provider Practitioners. If no

Scope of Service is established in the Attachments, Scope of Service shall refer to those services which Provider or Provider Practitioners are professionally qualified to render.

1.23 Services and Compensation Attachment. An Attachment to this Agreement setting forth payment and other terms applicable to a Plan in which Provider is a Participating Practitioner or Participating Practitioner Group, which Attachment is made part of this Agreement upon execution or thereafter pursuant to paragraph 7.1.

1.24 Specialty Services. Those Covered Services provided by providers professionally qualified to practice a designated specialty as determined by FamilyCare which are within the provider's recognized scope of practice

1.25 Standards of Care and Service. Standards which have been developed by FamilyCare, incorporating concepts from Centers for Medicaid and Medicaid Services ("CMS"), from medical group practice accreditation programs, and from community standards. These standards include, but are not limited to, access, accommodations, panel size, and medical record documentation, and are contained in the Policies and Procedures.

2. Provider Services.

2.1 Provider and Provider Practitioner. If Provider is an employer of health care and/or addictions professionals, Provider shall require all of its employed and contracted mental health care professionals who provide services to Members to comply with all of the provisions of this Agreement. If Provider contracts with individual mental health and/or addictions providers who are not employed by Provider, as a medical group, independent practice association, or otherwise, Provider shall ensure that it maintains current, valid contracts with each such individual health care provider who provides services to Members. Such employed or contracted professionals are referred to herein as "Provider Practitioners." Contracts with Provider Practitioners shall (a) require Provider Practitioner to comply with all of the provisions of this Agreement, (b) be in form acceptable to FamilyCare and (c) be available for inspection on request by FamilyCare. Provider shall ensure that each Provider Practitioner is credentialed by FamilyCare prior to providing services to Members, and continues to comply with FamilyCare's credentialing and recredentialing Policies and Procedures.

2.2 Covered Services. FamilyCare retains Provider and Provider Practitioners to render Covered Services to Members within Provider Practitioner's Scope of Service. All services shall be rendered subject to the terms and conditions of this Agreement and in accordance with FamilyCare's Policies and Procedures, including referral and Preauthorization procedures.

2.3 Performance. Subject to practice protocols and utilization standards adopted by FamilyCare, Provider and Provider Practitioners will determine the method, details, and means of performing Covered Services within the Scope of Services pursuant to this Agreement. Covered Services rendered will be provided as promptly as practicable, consistent with sound medical practice and in accordance with accepted community professional standards. Provider agrees at all times to maintain a sufficient number of Provider Practitioners to guarantee prompt

and adequate access to FamilyCare Members to provide Covered Services within Provider's Scope of Service.

2.4 Personnel, Equipment and Supplies. Provider or Provider Practitioners shall, at Provider or Provider Practitioner's sole cost and expense, arrange for the provision of Covered Services within the Scope of Service. Subject to practice protocols and utilization standards adopted by FamilyCare, FamilyCare may not control, direct, or supervise Provider or Provider Practitioners in the performance of Covered Services. Provider or Provider Practitioner will supply all necessary office personnel, equipment, instruments and supplies required to perform Covered Services and which are usual and customary for a medical practice in the community. Provider or Provider Practitioner shall be solely responsible for payment of all wages, salary, compensation, payroll and withholding taxes, unemployment insurance, workers' compensation coverage and all other compensation, insurance and benefits with respect to personnel employed or contracted by Provider or Provider Practitioner, as applicable.

2.5 Hours. Provider and Provider Practitioners will arrange for the provision of Covered Services within the Scope of Service during normal office hours or as otherwise necessary to provide reasonable access to services by Members. Provider and Provider Practitioners will arrange for call coverage for Medically Necessary services on a 24-hour per day, seven day per week basis.

2.6 Referral and Preauthorization Procedure. Provider and Provider Practitioners shall comply with Referral and Preauthorization procedures adopted by FamilyCare prior to referring a Member to any individual, institutional or ancillary health care provider. Except as permitted by FamilyCare Policies and Procedures, Provider and Provider Practitioners shall refer Members only to Participating Providers designated by FamilyCare to provide the service for which the Member is referred. Except as required by applicable law, failure of Provider and Provider Practitioners to follow such procedures may result in denial of payment for unauthorized treatment. Preauthorization is not required prior to provision of Covered Services in the event of an Emergency or Emergency Medical Condition.

2.7 Hospital Admission Authorization. Provider and Provider Practitioners shall admit Members for hospital services only to a Participating Hospital unless an appropriate bed or service is unavailable. Except as provided in paragraph 2.9 or otherwise required by applicable law, Provider and Provider Practitioners may not admit a Member to a hospital on a non-Emergency basis without first receiving Prior Authorization from FamilyCare, or its designated agent, in accordance with FamilyCare's Policies and Procedures.

2.8 Compliance With FamilyCare Pharmaceutical Formularies. When, and during such period of time, FamilyCare is financially responsible for the payment of prescription medications, Provider and Provider Practitioners shall comply with pharmaceutical formularies and pharmaceutical prior authorization requirements developed or adopted by FamilyCare, unless otherwise Medically Necessary. In prescribing medications for Members, Provider Practitioners shall select the most cost-effective medication that is clinically appropriate for the Member, including, when appropriate and available, generic equivalents and therapeutic equivalents.

2.9 Provision of Non-Covered or Unauthorized Services or Referral Care. Nothing in this Agreement is intended to or shall be construed to require Provider or Provider Practitioners to deny care to a Member for non-Covered Services or deny services or referral care not otherwise authorized under applicable procedures. The fact that FamilyCare does not or may not provide payment for a service shall not relieve Provider or Provider Practitioners of the duty to exercise independent professional skill and judgment in advising and treating Members. When referring Members to non-Participating Providers, Provider and Provider Practitioners shall inform Members of their potential responsibility for payment. When recommending or offering non-Covered Services to a Member, Provider Practitioners shall comply with paragraph 5.3.4.

2.10 Nondiscrimination. Provider and Provider Practitioners agree that in accordance with the provisions of this Agreement, and within the limits of a Provider Practitioner's specialty, not to discriminate in the provision of Covered Services to Members on the basis of membership in a health benefit plan, source of payment, race, color, national origin, ethnicity, ancestry, religion, sex, marital status, sexual orientation, mental or physical disability, medical condition or history, age, or any other category deemed protected under State or Federal law; and to provide Covered Services to Members in the same manner, in accordance with the same standards, and within the same time availability as offered to other patients of Provider and Provider Practitioners.

3. Provider Obligations.

3.1 Acceptance of Members. Provider and Provider Practitioners agree to accept assignment of Members by FamilyCare, subject only to Provider Practitioner's Scope of Service. This paragraph does not prevent Provider or Provider Practitioner from limiting practice to a recognized specialty such as pediatric mental health services.

3.2 Practitioner Qualifications. Provider will require each Provider Practitioner to complete FamilyCare's credentialing process and be approved as a Participating Provider before providing services to Members. Provider warrants and represents that each Provider Practitioner is, and for the duration of this Agreement shall remain, duly licensed to practice Provider Practitioner's health care profession in all states in which Provider Practitioner provides services to Members and is, and for the duration of this Agreement shall remain, in good standing with the appropriate licensing board(s), a participating provider in Medicaid, and the holder of a valid DEA Certificate (if applicable). Provider warrants that each Provider Practitioner shall maintain medical staff membership and clinical privileges appropriate to Provider Practitioner's professional practice at a Participating Hospital that is a hospital in good standing and without restriction or limitation unless such membership and privileges are not required under FamilyCare's credentialing Policies and Procedures. Provider warrants that each Provider Practitioner is currently, and for the duration of this Agreement shall remain, in compliance with FamilyCare's credentialing and recredentialing criteria. Provider and Provider Practitioner do not and will not during the term of this Agreement employ or contract with any person who is excluded from participation in Medicare or Medicaid.

3.3 Covering Provider. If Provider or a Provider Practitioner is, for any reason, from time to time unable to provide those Covered Services Provider has agreed to render under this Agreement when and as needed, Provider or Provider Practitioner may secure the services of a

qualified covering provider who shall render such Covered Services. The covering provider must be a provider approved by FamilyCare to provide the Covered Services to Members otherwise required of Provider or Provider Practitioner. Provider or Provider Practitioner shall be solely responsible for securing the services of such covering provider. Provider or Provider Practitioner shall ensure that the covering provider: (a) looks solely to Provider or Provider Practitioner, FamilyCare, or the Plan(s), as the case may be, for compensation; (b) accepts FamilyCare's credentialing and peer review procedures; (c) does not directly bill Members for Covered Services under any circumstances, unless expressly required by the Plan(s); (d) obtains authorization in accordance with FamilyCare's utilization management program prior to all elective hospitalizations; and (e) complies with the terms of this Agreement and policies, procedures, and rules adopted by FamilyCare related to performance of medical services under this Agreement.

3.4 Withdrawal from Care. Prior to withdrawing from a Member's care, Provider or Provider Practitioner shall contact FamilyCare to enlist assistance with resolution of issues giving rise to the proposed withdrawal. Provider or Provider Practitioner will cooperate with FamilyCare to attempt to resolve the issues for 30 days. In the event the issues cannot be resolved satisfactorily, Provider or Provider Practitioner shall give FamilyCare and the affected Member(s) at least 30 days' prior written notice of intent to withdraw from care of Member(s), shall cooperate fully with FamilyCare in transferring care of the Member(s) to another Participating Practitioner, and shall continue provision of care for urgent needs and prescriptions for at least 30 days from the date of notice of withdrawal. Notwithstanding the foregoing, if a Member has exhibited behavior that is verbally or physically threatening or if other unusual circumstances require prompt action for the protection of Provider, Provider Practitioners, the Member or others, Provider may withdraw from the care of a Member on such written notice to the Member and FamilyCare as is reasonable and consistent with accepted standards of professional practice considering the circumstances, and shall thereafter cooperate fully with FamilyCare in transferring care of the Member to another Participating Provider.

3.5 Compliance with Law and Ethical Standards.

3.5.1 Provider and Provider Practitioner shall at all times during the term of this Agreement comply with all applicable federal, state, and municipal laws, statutes, and ordinances, and any regulations promulgated thereunder; all applicable rules and regulations of each Provider Practitioner's licensing board(s); and the ethical standards of the applicable professional association.

3.5.2 In particular, and not to the exclusion of any other applicable law or regulation, Provider and FamilyCare acknowledge that in the course of performing under this Agreement, they may use or disclose to each other or to outside parties certain confidential health information that may be subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder with respect to privacy and security of health information, and agree that each will comply with all applicable state and federal privacy laws. If requested to do so by FamilyCare, Provider will execute a Business Associate Agreement in a form acceptable to FamilyCare.

3.5.3 Provider will cooperate with and participate in FamilyCare's compliance plans, including provision of information, cooperation with auditing and monitoring activities, participation in training and education, and implementation of compliance initiatives and programs as reasonably requested by FamilyCare from time to time.

3.6 Compliance With FamilyCare Policies and Procedures. Provider agrees to be bound by the Policies and Procedures of FamilyCare as they may be amended from time to time. If Provider or Provider Practitioner violates any of the provisions of such Policies and Procedures, or any of the principles of professional conduct adopted by FamilyCare, or acts contrary to or in violation of any Medicaid laws or regulations, all contractual rights under this Agreement which pertain to Provider or Provider Practitioner may be terminated in accordance with the Term and Termination section of this Agreement and applicable law.

3.7 Utilization Management and Quality Assurance Programs. FamilyCare has and will maintain utilization management and quality assurance and other operational programs and policies to guide and review individual and aggregate performance of Participating Providers in the delivery of Covered Services. Review may include but not be limited to Medical Necessity and compliance with clinical protocols, referral requirements, Preauthorization standards, and the evaluation of the results of care. Provider and Provider Practitioners shall cooperate fully with FamilyCare in any inquiries FamilyCare may make with respect to such programs. Provider and Provider Practitioners agree to comply with and, subject to Participating Provider rights of appeal or reconsideration, shall be bound by such policies and programs. Provider and Provider Practitioners agree that decisions of FamilyCare's utilization management or quality assurance committees may include denial of payment for Covered Services provided to a Member when services are provided in a manner inconsistent with FamilyCare's Policies and Procedures or, in appropriate situations, termination of this Agreement as provided herein.

3.8 Fraud and Abuse Programs. Provider and Provider Practitioners agree to comply with FamilyCare's fraud and abuse program and questionable or inappropriate billing practices Policies and Procedures.

3.9 Grievance Procedures. FamilyCare will have Policies and Procedures for appealing Member disputes related to prior authorization and referral procedures. Provider and Provider Practitioners shall comply with both Member and Participating Provider grievance and appeal procedures and shall be bound by such procedures.

3.10 Patient Advocate. Provider Practitioners practicing in conformity with ORS 677.095 may act as a patient advocate regarding a decision, policy, or practice without being subject to termination or penalty for the sole reason of such advocacy. Provider Practitioners can freely communicate with patients regarding the mental health and/or addiction treatment options available to them, including medication treatment options, regardless of benefit coverage limitations. When communicating about Non-Covered Services, Provider Practitioners shall comply with paragraph 2.9 and paragraph 5.3.4 of this Agreement.

3.11 Provider Directory. Provider and Provider Practitioner agree that FamilyCare may use the name, specialty, board certification, medical school(s), addresses, phone numbers,

and type of practice of Provider and Provider Practitioners with regard to access and acceptance of new patients, in the FamilyCare directory of Participating Providers.

3.12 Patient Consents. To the extent required under state or federal law, Provider and Provider Practitioners shall obtain the consent of Members to allow Provider and Provider Practitioners to use and disclose to FamilyCare and Participating Providers the Member's Protected Health Information (as defined by HIPAA) for purposes contemplated by this Agreement.

3.13 Medical Records. Provider or Provider Practitioners shall maintain with respect to each Member receiving Covered Services hereunder a single standard medical record in such form, containing such information, and preserved for such time period(s), as are required by state and federal law, accepted standards of practice and FamilyCare Policies and Procedures. Subject to confidentiality laws, and upon receipt of three business days' prior written notice from FamilyCare, Provider and Provider Practitioners shall share such records with Participating Providers in accordance with FamilyCare's Policies and Procedures, and permit FamilyCare, and its designated representatives, to review or inspect such records in accordance with payment, utilization management, quality assurance, peer review and other Policies and Procedures of FamilyCare. Copies of such records shall be made available to FamilyCare upon request without charge.

3.14 Required Information. Provider and Provider Practitioners shall provide FamilyCare with information necessary for FamilyCare to fulfill its obligations with and to comply with state and federal law. Provider and Provider Practitioners authorize FamilyCare to release information as required by state and federal law and shall promptly procure such additional consents as may be necessary from time to time for purposes of this paragraph.

3.15 Cooperation with Plan and FamilyCare Medical Directors. Provider and Provider Practitioners acknowledge that contracting Plans will place certain obligations upon FamilyCare regarding the quality of care received by Members and that contracting Plans in certain instances will have the right to oversee and review the quality of care administered to Members. Provider and Provider Practitioners agree to cooperate with FamilyCare's Medical Directors and the medical directors of contracting Plans in their review of the quality of care administered to Members and to submit information as requested.

3.16 Notice to FamilyCare. Provider and Provider Practitioners will notify FamilyCare, in writing, within three working days, of any of the following events affecting Provider or Provider Practitioner: loss of licensure, accreditation or participating provider status in Medicaid; notice of any claim, demand or complaint involving a Member; termination, suspension, restriction or non-renewal of a Provider Practitioner's clinical privileges or staff membership with any hospital, health plan or provider organization; loss of insurance coverage required by this Agreement.

4. FamilyCare Obligations.

4.1 Eligibility Determinations and Reports. FamilyCare will make eligibility information available to Provider and Provider Practitioner by telephone or by electronic means.

4.2 Authorizations. FamilyCare will provide authorization for non-Emergency Covered Services in the form of a Preauthorization and shall certify or recertify lengths of stay if required by telephone contact or other mutually agreeable form of communication between Provider or Provider Practitioner, the Member's Primary Care Provider or referral provider and/or FamilyCare personnel, according to FamilyCare's Quality Improvement and Utilization Management Policies and Procedures.

4.3 Claims Processing. FamilyCare shall be responsible for adjudicating and paying claims for Covered Services consistent with the terms of this Agreement and FamilyCare's Policies and Procedures.

4.4 Policies and Procedures. FamilyCare will make its Policies and Procedures available to Provider and Provider Practitioner in accordance with applicable laws and regulations.

4.5 Compliance with Law. FamilyCare shall at all times during the term of this Agreement comply with all applicable federal, state, and local laws, statutes and ordinances, and any regulations promulgated thereunder.

5. Services and Compensation.

5.1 Compensation. FamilyCare agrees to pay Provider or Provider Practitioner for Covered Services rendered by Provider or Provider Practitioner to Members, within Provider or Provider Practitioner's Scope of Service at the lesser of Provider or Provider Practitioner's billed charges or the rate determined in accordance with the terms of the Services and Compensation Attachment, which is attached hereto as Attachment A and as attached made a part of this Agreement. Compensation amounts, methodologies or formulas may vary for other providers.

5.2 Payment of Compensation by FamilyCare.

5.2.1 To be considered for payment, Provider or Provider Practitioner shall submit to FamilyCare a Clean Claim on a completed CMS 1500 statement, CMS 1450 or HIPAA ANSI, or successor forms, within four months following the provision of Covered Services, including services reimbursed under a Capitation Fee. FamilyCare in its sole discretion may allow exceptions for maternity claims, claims requiring coordination with a third-party resource or a delay in billing due to eligibility issues. Provider and Provider Practitioners will submit such additional encounter data as FamilyCare may request, including accurate and specific data describing the services rendered. Provider and Provider Practitioners will follow Medicare Correct Coding guidelines, or other industry standard coding guidelines approved by FamilyCare in coding services in all claims and data submitted to FamilyCare. Claims for payment must reflect Co-payments, Coinsurance and Deductibles collected or to be collected. Claims submitted for payment beyond twelve months (or any shorter period established by applicable law or regulation) from the date Covered Services were provided may be denied in FamilyCare's sole discretion. FamilyCare agrees to pay a Clean Claim within the time required by applicable state and federal law.

5.2.2 FamilyCare shall not be obligated to make payment to Provider or Provider Practitioner if Provider or Provider Practitioner fails to obtain a referral in accordance

with FamilyCare Policies and Procedures, if the patient is not a Member at the time of service, if information provided to FamilyCare is materially inaccurate, or if the delivery of service does not comply with applicable FamilyCare Policies and Procedures.

5.2.3 Nothing herein requires FamilyCare to adopt, or prevents FamilyCare from adopting, different billing and payment policies with respect to workers' compensation cases or other situations in which FamilyCare is or could be a secondary or conditional source of reimbursement for Covered Services.

5.3 Patient Billing.

5.3.1 Provider and Provider Practitioners shall look only to FamilyCare for compensation for Covered Services and shall at no time seek compensation from Members or persons acting on their behalf for Covered Services. In the event of non-payment by FamilyCare for any reason, Provider and Provider Practitioners shall not bill or otherwise attempt to collect from Members any amounts owed by FamilyCare and shall continue providing services to Members for the duration of the period for which premium payment has been made by or on behalf of the Member and until Member is discharged from the hospital (if applicable). No surcharge to any Member shall be permitted. A surcharge shall, for purposes of this Agreement, be deemed to be any additional fee not provided for in the Plan.

5.3.2 Provider and Provider Practitioners shall bill and make reasonable efforts to collect all Co-payments, Coinsurance and Deductibles from Members as specifically permitted in the Plan, if such amounts have not been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits.

5.3.3 Provider and Provider Practitioners shall not bill a Member for otherwise Covered Services denied as a result of utilization management, Medical Necessity determination, or audit activity.

5.3.4 Provider and Provider Practitioners shall not bill Member for any non-Covered Services unless Provider or Provider Practitioner has obtained prior written agreement from the Member and such billing is permitted under the Plan or otherwise permitted by CMS or the Oregon Health Plan. Provider or Provider Practitioner shall not bill Member for missed appointments.

5.3.5 Provider and Provider Practitioners agree the provisions of this Section 5 shall survive termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of Members.

5.4 Coordination of Benefits and Third Party Liability.

5.4.1 Coordination of Benefits (COB) refers to the determination of which two or more health benefit plans will apply, either as primary or secondary coverage, for the rendition of hospital, surgical or medical services to a Member. Such coordination is intended to preclude the Member from receiving an aggregate of more than 100 percent of covered charges from all coverage. When the primary and secondary benefits are coordinated, determination of

liability will be in accordance with the usual procedures employed by the Oregon Department of Consumer and Business Services and applicable state and federal regulations.

5.4.2 Provider and Provider Practitioners shall maintain records to identify any third party or payor responsible for payment for services provided to Members. Provider and Provider Practitioners shall notify FamilyCare within 30 days of any potential responsible third party and shall provide FamilyCare with all relevant identifying information concerning the Member, the claim and the third party resource available to Provider or Provider Practitioners.

5.4.3 Provider or Provider Practitioners agree to coordinate with FamilyCare for proper determination of COB and third party liability, and to bill and collect from other payors those charges for which the other payor is responsible. Provider and Provider Practitioners shall report all collections received in accordance with this paragraph to FamilyCare. FamilyCare shall not be obligated to pay Provider or Provider Practitioners any amounts which, when added to the amounts paid to Provider or Provider Practitioners in accordance with this paragraph by other payors, would exceed the reimbursement for which FamilyCare would be obligated in the absence of such payments from other payors.

5.5 Overpayments. FamilyCare will conduct retrospective reviews of claims and reimbursements to Provider or Provider Practitioners. Provider and Provider Practitioners will refund to FamilyCare all overpayment amounts paid to Provider or Provider Practitioners, whether not properly payable under paragraph 5.2, due to clerical error, failure to apply or follow applicable Policies and Procedures, third party recovery or other reason. Overpayments shall be refunded to FamilyCare within 30 days of notification to Provider or Provider Practitioners that a refund is due or within 60 days of identification of an overpayment by Provider or Provider Practitioners, whichever is earlier. If Provider or Provider Practitioner fails to refund an overpayment within thirty days after FamilyCare's notification, FamilyCare may withhold any overpayment amount from future payments for services rendered by Provider or Provider Practitioners. If a refund is not timely received, FamilyCare may initiate a collection or legal proceeding to recover overpayment amounts; in a collection or legal proceeding to recover overpayment, FamilyCare shall be entitled to recover its reasonable attorneys' fees and costs incurred in such proceeding.

5.6 Accounting and Reports. To the extent that payments to Provider or Provider Practitioners for Covered Service include financial risk withholds, FamilyCare shall provide an accounting of risk withhold funds on an annual basis or as required by law. Requests for information under this paragraph concerning such accounting must be made within two years after the end of the agreement term pertaining to the requested information.

6. Term and Termination.

6.1 Term of Agreement. This Agreement will become effective on the Effective Date set forth on the signature page and will continue until terminated in accordance with this Section 6.

6.2 Immediate Termination. This Agreement may be immediately terminated upon delivery of written notice to the other party, or at such later date as may be set forth in the written notice, if any of the following occurs.

6.2.1 Federal or state regulations or guidelines are modified or changed in such a way that Covered Services are no longer allowable or appropriate for purchase under this Agreement;

6.2.2 Provider or Provider Practitioner or FamilyCare is found to be in violation of any state or federal law or regulation;

6.2.3 Any license, certification, or privilege required by law or regulation to fulfill obligations under this Agreement is for any reason revoked, restricted, limited, suspended or not renewed;

6.2.4 Provider or Provider Practitioner or FamilyCare is suspended or excluded from participating in the Medicaid program;

6.2.5 Provider or Provider Practitioner fails to maintain insurance required by this Agreement; or

6.2.6 Provider or Provider Practitioner is convicted of a felony; dies; retires; is adjudicated incompetent; loses his or her hospital privileges (unless such privileges are not required under FamilyCare's credentialing Policies and Procedures); or voluntarily leaves active practice in FamilyCare's service area for a period of 6 months or more.

6.3 Termination by FamilyCare. FamilyCare may terminate this Agreement immediately on written notice to Provider if FamilyCare reasonably determines that the health, safety or welfare of Members may be jeopardized by continuation of this Agreement.

6.4 Termination Without Cause. This Agreement may be terminated without cause by Provider or FamilyCare upon 90 days prior written notice. Upon such termination, the rights of Provider and Provider Practitioners shall terminate; provided, however, that such action shall not release Provider and Provider Practitioners from obligations to persons then receiving treatment. If this Agreement is terminated under this paragraph 6.4, payment for Covered Services provided prior to termination shall be made in accordance with this Agreement.

6.5 Termination for Breach. If either party commits a material breach of this Agreement, the other party may commence to terminate the Agreement by giving written notice to the party committing the breach stating its intention to terminate and starting with particularity the alleged breach. If the breach is not cured within 30 days after the notice is given, the other party may terminate this Agreement immediately upon written notice. This right of termination shall be in addition to all other rights and remedies.

6.6 Responsibility for Members at Termination. Provider or Provider Practitioners shall continue to provide Covered Services to a Member who is receiving Covered Services from Provider or Provider Practitioners on the effective termination date of this Agreement, until the Covered Services being rendered to the Member by Provider or Provider Practitioners are

completed (consistent with existing medical ethical/legal requirements for providing continuity of care to a patient), unless FamilyCare makes reasonable and medically appropriate provision for the assumption of such Covered Services by another Participating Provider. Provider or Provider Practitioner shall be compensated for those Covered Services provided to a Member pursuant to this paragraph (prior to and following the effective termination date) in accordance with compensation provisions stated in the applicable Services and Compensation Attachment or by mutual agreement.

6.7 Effect of Termination. Termination of this Agreement shall have no effect upon the rights and obligations of the parties arising under this Agreement prior to the effective date of termination or upon those provisions which are specifically identified as surviving termination.

6.8 Termination With Cause of Less Than Entire Agreement. FamilyCare may, at its sole discretion, choose to terminate an individual Provider Practitioner providing Covered Services under this Agreement whose conduct would otherwise give FamilyCare cause to terminate this Agreement in its entirety, who does not meet FamilyCare's credentialing requirements, or on request of a Plan. Upon such individual termination, the Agreement shall remain in effect as to Provider and all other Provider Practitioners.

6.9 Credentialing and Hearings Process. Provider and Provider Practitioners will comply with FamilyCare's hearings process as set forth in its Policies and Procedures. FamilyCare may suspend, restrict or terminate Provider or a Provider Practitioner's privileges to see Members in accordance with its Policies and Procedures. In the event that Provider Practitioner's status is terminated in accordance with such Policies and Procedures, Provider Practitioner's participation under this Agreement shall automatically terminate. If FamilyCare proposes to terminate Provider Practitioner's participation under this Agreement, Provider Practitioner may be entitled to a review or hearing as provided by FamilyCare's Policies and Procedures.

7. Addition of Plan or Amendment of Services and Compensation Attachment.

7.1 New Plan. FamilyCare may, in its sole discretion, notify Provider from time to time of new Plans by sending Provider a Services and Compensation Attachment covering each new Plan in which FamilyCare wishes Provider and Provider Practitioners to participate as provided in paragraph 11.1. If Provider rejects the proposed Attachment within 30 days in accordance with paragraph 11.1, such Attachment shall not go into effect. If such Attachment becomes effective as provided in paragraph 11.1, Provider shall notify its Provider Practitioners about the new Plan and shall make any contract amendments required to make the terms and conditions of the new Attachment binding on its Provider and Provider Practitioners.

7.2 Amendment of Services and Compensation Attachment. FamilyCare may amend a Services and Compensation Attachment from time to time. Any such amendment shall be sent to Provider as provided in paragraph 11.1. If Provider rejects the amended Attachment within thirty (30) days in accordance with paragraph 11.1, then either party may terminate this Agreement in accordance with Section 6; until any such termination is effective, the Services and Compensation Attachment effective prior to termination shall continue in effect.

8. Relationship of the Parties. Nothing in this Agreement shall create any relationship between FamilyCare and Provider or Provider Practitioner other than that of independent entities contracting with each other solely for purposes of effectuating the provisions of this Agreement. Neither of the parties nor any of their respective employees or agents shall be deemed to be the employee or agent of the other. Except as specifically provided otherwise in this Agreement, FamilyCare shall have no authority to control or direct the time, place or manner in which Covered Services are provided by Provider or Provider Practitioner to Members.

9. Indemnification and Insurance.

9.1 Indemnification.

9.1.1 The parties mutually agree to indemnify and to hold each other (including their officers, agents and employees) harmless against any and all claims, demands, damages, liabilities and costs incurred by the other party, including reasonable attorneys' fees, arising out of or in connection with, either directly or indirectly, the breach of this Agreement by or willful misconduct of the indemnifying party or its employees or agents. The fact that a person or entity is a Participating Provider does not make such person an agent of FamilyCare. The principles of comparative fault shall govern the interpretation and enforcement of this indemnity provision.

9.1.2 FamilyCare shall not be liable to Members for any act of malpractice on the part of Provider or Provider Practitioners and Provider and Provider Practitioners shall indemnify, defend, and hold harmless FamilyCare from any such liability. The indemnity in the immediately preceding sentence shall not apply to any alleged act of independent liability on the part of FamilyCare, or any of its respective employees or agents.

9.2 Liability Insurance. Provider and Provider Practitioners agree to ensure that it and all persons and entities performing services for Provider or Provider Practitioners under this Agreement maintain such policies of general liability and professional liability insurance or such other program of liability coverage as may be customary and acceptable to FamilyCare to insure Provider and Provider Practitioners, and its and their employees and agents, against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of, or failure to perform, any health care service provided under this Agreement, the use of any property and facilities provided by Provider or Provider Practitioners, and activities performed by Provider or Provider Practitioners in connection with this Agreement. The amounts and extent of such insurance coverage shall be subject to the approval of FamilyCare, which approval shall not be unreasonably withheld. Certificates of Insurance for the above insurance policies shall be provided to FamilyCare upon request and shall provide that FamilyCare be given at least 30 days prior written notice of reduction or cancellation of such coverage. Any declaration sheets, exclusions, endorsements, or information on any incident which might reasonably result or has resulted in a lawsuit or legal action may be requested by FamilyCare as deemed necessary. FamilyCare recognizes that if Provider is a public entity its liability may be limited by applicable law.

9.3 Tail Coverage. In the event that any policy required by this Section 9 is a "claims made" policy, a "tail" policy (extended reporting endorsement) shall be obtained by the insured party upon termination of such a policy as required to continuously maintain coverage under

such policy throughout the term of this Agreement and for a period of not less than five years following the date of termination of the policy required by this paragraph. The "tail" policy shall have the same policy limits as the policy it extends.

9.4 Contracted Providers. If Provider or Provider Practitioners contract with health care professionals to provide services to Members, each contract between Provider or Provider Practitioners and such health care professionals shall require such health professionals to agree to and comply with all of the provisions of this Agreement, including this Section 9, as if such providers were a party to this Agreement. FamilyCare must authorize the use of a contractor to perform services covered under this Agreement prior to any such services being provided. FamilyCare has the sole discretion to deny authorization for contracting of health care services to be provided for Members. Provider and Provider Practitioners, and not FamilyCare, shall be responsible for any compensation or remuneration owed to such contractor.

9.5 Survival. This Section 9 shall survive termination of this Agreement.

10. Access and Maintenance of Records and Information.

10.1 Access. This Agreement and all records which are directly pertinent to this Agreement necessary to verify the nature and extent of costs of services provided by Provider or Provider Practitioners, or relating to medical services, price, performance, compliance, quality of services and timeliness of services, will be made available to FamilyCare, the State of Oregon, the Oregon Health Authority, the Oregon Addiction and Mental Health Division, the U.S. Department of Health and Human Services, the Centers for Medicare and Medicaid Services, the Comptroller General of the United States, and all of their duly authorized representatives as may be necessary for compliance by FamilyCare with all applicable federal and state laws and regulations. Such representatives shall have access to documents, papers, and records of Provider and Provider Practitioners, which are pertinent to the Plan for the purpose of making examination, excerpts and transcripts. Provider and Provider Practitioners shall, upon 30 days' notice, provide a suitable work area and copying capabilities or make such copies as requested to facilitate such a review upon reasonable written notice to Provider or Provider Practitioners. Such rights to inspect and copy records and information shall continue for 10 years following the date of termination of this Agreement or completion of any audit commenced prior to termination, whichever is later. Provider and Provider Practitioners shall include a provision requiring any contractor of Provider or Provider Practitioners providing services under this Agreement to comply with this paragraph, and shall require all organizations related to Provider and Provider Practitioners to comply with this paragraph.

10.2 Medical Records (Maintenance and Access). Medical records of Members shall be maintained and preserved by Provider and Provider Practitioners for a time period of no less than 10 years in accordance with general standards applicable to such records. Subject to confidentiality laws, and upon receipt of three business days' prior written notice from FamilyCare, Provider and Provider Practitioners shall permit FamilyCare, FamilyCare's designated representatives, or applicable state and federal regulatory agencies to inspect such records, and shall provide copies of such records to FamilyCare upon request. If an audit, litigation, or other action involving the records is started before the end of the 10-year period, the

records must be retained until all issues arising out of the action are resolved or until the end of the 10-year period, whichever is later.

10.3 Financial Records (Maintenance and Access). Provider and Provider Practitioners agree to cooperate with FamilyCare so that FamilyCare may meet any state or federal access requirements imposed on FamilyCare and arising out of this Agreement. Provider and Provider Practitioners shall maintain financial records, including the amounts of any payments received from FamilyCare, Members or from others on behalf of Members, for at least ten years after final payment is made under this Agreement. If an audit, litigation, or other action involving the records is started before the end of the ten-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the ten-year period, whichever is later. All such records shall be maintained pursuant to generally accepted accounting standards and in accordance with applicable state and federal law and all regulations issued pursuant thereto. Provider and Provider Practitioners shall provide access to such records to FamilyCare, FamilyCare's designated representatives, and state and federal regulatory agencies, as may be required.

10.4 Confidentiality and Proprietary Information. The parties agree to maintain the confidentiality of this Agreement and all documents, terms, and conditions relating to reimbursement rates and methods and other proprietary information of the other party. Upon request, the parties agree to return all copies of documents containing the other party's proprietary information upon termination of this Agreement and to otherwise keep such proprietary information confidential.

10.5 Review Charges. Medical or financial records requested by FamilyCare for claims payment, concurrent and/or retrospective review or for audit under the Quality Improvement and Utilization Management Programs shall be provided to FamilyCare by Provider or Provider Practitioners. Neither FamilyCare nor Member will be charged a fee for the cost associated with providing copies of such records or documents.

10.6 Access to Medical Records Upon Termination. Provider and Provider Practitioners shall provide FamilyCare and Members with reasonable access to medical records of Members maintained by Provider or Provider Practitioner for a period of ten years after the termination of this Agreement, and at any time thereafter that such access is required in connection with a Member's medical care. FamilyCare will be entitled to obtain copies of Member's medical records if it either makes arrangements to have such copies prepared on Provider or Provider Practitioner's premises (in which case, Provider or Provider Practitioner will be entitled to reimbursement for the reasonable costs incurred in collecting the records and supervising the copying process), or agrees to reimburse Provider or Provider Practitioner for the reasonable cost of preparing such copies. The provisions of this paragraph will not operate to waive or limit any restriction on release or disclosure of patient records established in any other provision of this Agreement or as otherwise required by law. The provisions of this paragraph will not operate to waive or limit any right of access to medical records that Members have under any provision of state or federal law.

10.7 Survival of Provisions. This Section 10 will survive the termination of this Agreement.

11. Miscellaneous.

11.1 Amendment. This Agreement may be amended, and an Attachment to this Agreement may be amended or added, at any time upon the written agreement of the parties. FamilyCare may amend this Agreement, or amend or add an Attachment to this Agreement, by notifying Provider in writing of the proposed amendment or addition. If no written objection to such amendment or addition is received by FamilyCare within 30 days of the date of the notice, such amendment or addition shall become effective without any further action required of FamilyCare or Provider and Provider Practitioners. If Provider or Provider Practitioner objects to such amendment or addition within the 30-day period, such amendment or addition will not go into effect. If state or federal law, government agency regulations or accrediting agency requirements change and affect any provisions of this Agreement or an Attachment to this Agreement, then this Agreement or the applicable Attachment will be amended to conform with such changes effective on notice to Provider or Provider Practitioners of the required amendments. FamilyCare will give Provider and Provider Practitioners written notice of such required changes.

11.2 Dispute Resolution and Arbitration. In the event of any dispute arising out of or relating to this Agreement, the parties shall first attempt in good faith mutually to resolve the dispute. If the parties are unable to resolve the dispute, then all matters in controversy shall be submitted to binding arbitration in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration. The parties agree to be bound by the decision of the arbitrator, which shall be a final determination of the matter in dispute. The parties further agree to divide the cost of mediation or arbitration equally, including filing, administration, and mediator's or arbitrator's fees, but to be responsible each for its own attorneys' fees and other costs incurred. In the event suit or legal action is instituted by any party seeking interpretation of the terms hereof, seeking redress for a breach of this Agreement, or seeking to enforce or to invalidate an arbitration award, each party shall be responsible for its own attorneys' fees and costs, except as provided by paragraph 5.5.

11.3 Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the parties to it, and their respective heirs, legal representatives, successors and assigns. Provider or Provider Practitioner may not assign its rights, duties or obligations under this Agreement without the prior written consent of FamilyCare. Any merger, consolidation, share exchange or transaction involving a change in the ownership of more than 50 percent of any class of shares, membership units, partnership units or other such interests of Provider shall constitute an assignment for purposes of this paragraph 11.3. FamilyCare may assign this Agreement to a successor by affiliation, merger, acquisition or transfer of assets or otherwise without consent of Provider.

11.4 No Third Party Beneficiary. Except as expressly provided in paragraph 5.3 or a Services and Compensation Attachment, nothing in this Agreement, express or implied, shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns as provided herein.

11.5 Notice. All notices required by this Agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth below the signatures on this Agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, regular or certified mail; or on the date transmitted electronically to the email address of the other party or by facsimile. Any party may designate a different address or a different person for all future notices by notice given in accordance with this paragraph.

11.6 Entire Agreement. This Agreement is the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all prior communications, representations, and agreements, oral or written, of the parties.

11.7 Interpretation. The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. Both parties have had the opportunity to review and negotiate this Agreement and consult with such attorneys and advisors as they deemed appropriate prior to execution of this Agreement. This Agreement shall not be construed against the drafting party.

11.8 Severability. The invalidity of any term or provision of this Agreement shall not affect the validity of any other provision.

11.9 Waiver. Waiver by any party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

11.10 Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of Oregon.

11.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which together shall constitute one agreement, even though all parties do not sign the same counterpart.

11.12 Required Medicaid Contract Language. The contract provisions set forth in the attached Oregon Health Plan – Specific Provisions Attachment are specifically incorporated into this Agreement by this reference. In the event there is a conflict between the language in this Agreement and the provisions in such Attachment, then the Oregon Health Plan – Specific Provisions Attachment shall control.

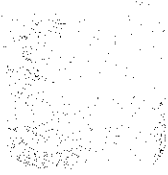
11.13 Attachments. All Attachments referred to in this Agreement are incorporated by reference.

The parties, by signature of their authorized representatives on the signature page of this Agreement, agree to be bound by the terms and conditions of this Agreement.

[ORIGINAL SIGNATURE PAGE ON FILE AT FAMILYCARE OFFICE]



Incorporated



**FAMILYCARE, INC.
MEDICAID MENTAL HEALTH/ADDICTIONS PROVIDER AGREEMENT
SIGNATURE PAGE**

This Agreement is made and entered into by the Parties named below, as evidenced by their signatures below:

FAMILYCARE, INC.:

By: _____

Name/Title: _____

Dated: _____

Address: 825 NE Multnomah, Suite 300
Portland, OR 97232

PROVIDER:

By: _____
[signature]

Name/Title: _____

Dated: _____

Address: _____

Tax Identification Number: _____

EFFECTIVE DATE: _____

COPY

Cindy Becker, Director

June 21, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of an Agency Service Contract with Clackamas Women's Services
for Domestic Violence Program Services**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract with Clackamas Women's Services for Domestic Violence Shelter Beds/Crisis Support and Domestic Violence Advocacy/Community Education.

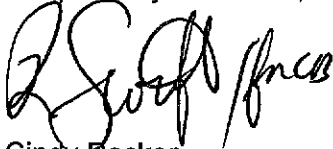
Services to be provided under this contract include: Shelter beds to 100 domestic violence (DV) survivors, crisis support to 300 DV survivors, 8,500 total crisis shelter bed-nights for individuals at-risk of domestic violence, recruitment and certification of 40 volunteers to provide operational and direct services to survivors, 24 community-based DV education presentations, and support group services to a minimum of 100 DV survivors.

Total amount of this agreement is \$190,000. Funds are budgeted in the County General Fund grant stream for fiscal year 2012-2013 to cover this agreement. All of this contract will be funded by county general funds. This agreement is effective upon acceptance by all parties and will terminate June 30, 2013. This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

Recommendation:

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

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Deanna Mulder at (503) 650-5675

Phone: (503) 650-5697 • Fax: (503) 655-8677 www.clackamas.us

AGENCY SERVICE CONTRACT
(Regular Services or Community Development)
(FY12-13)

COPY

This contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Children, Youth & Families Division, (Commission on Children & Families) hereinafter called "COUNTY," and Clackamas Women's Services hereinafter called "AGENCY."

I. SCOPE OF SERVICES

- A. AGENCY agrees to accomplish the following work under this contract:

Provide **Domestic Violence Shelter Beds and Crisis Services AND Domestic Violence Advocacy and Community Education** services as described in Work Plan Exhibit 1 attached hereto.

- B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to July 1, 2012. This agreement shall terminate June 30, 2013.

II. COMPENSATION AND RECORDS

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

On a cost reimbursement basis as described in Exhibit 3, attached hereto.
Up to a maximum compensation of **\$190,000 (\$165,000 Shelter; \$25,000 Advocacy/Community Education)**.

The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage and incidentals necessary to perform the work and services.

- B. Method of Payment. To receive payment, the AGENCY shall submit invoices and accompanying performance reports as follows:

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

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

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers,

AGENCY SERVICE CONTRACT

and records of the AGENCY which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

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

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

- B. Special Federal Requirements - Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).
- C. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. AGENCY certifies that it is an independent AGENCY and not an employee or agent of the COUNTY, State, or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the AGENCY.

IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of Agency, and Agency's officers, agents and employees, in performance of this contract

- B. INSURANCE During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

- 1. Commercial General Liability Insurance

Required by COUNTY Not required by COUNTY

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

- 2. Commercial Automobile Insurance

Required by COUNTY Not required by COUNTY

AGENCY SERVICE CONTRACT

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

3. Professional Liability Insurance

Required by COUNTY Not required by COUNTY

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

4. Additional Insurance Provision

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

Such insurance shall provide sixty (60) day written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

5. Notice of Cancellation.

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

6. Insurance Carrier Rating.

Coverages provided by the AGENCY must be underwritten by an insurance company deemed acceptable by the 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. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

7. Certificates of Insurance.

As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

AGENCY SERVICE CONTRACT

8. Independent Contractor Status.

The service or services to be rendered under this contract are those of an independent contractor. AGENCY is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification.

AGENCY's coverage will be primary in the event of a loss.

10. Cross-Liability Clause.

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.

C. Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.

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

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

1. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
3. If any license or certificate required by law or regulation to be held by the AGENCY to provide the services required by this contract is for any reason denied, revoked, or not renewed.
4. If AGENCY fails to provide services or reports called for by this contract within the time specified herein or any extension thereof; or
5. If AGENCY 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 written notice from the COUNTY, fails to correct such failures within 10 days or such longer period as the COUNTY may authorize.

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

E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

AGENCY SERVICE CONTRACT

1. AGENCY shall:
 - (a) Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in the performance of this agreement.
 - (c) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
 - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas 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 AGENCY by reason of this agreement.
3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as defined in ORS 279A.055, employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.
4. AGENCY shall promptly, as due, make payment to any person or 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 AGENCY, of all sums which AGENCY collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
6. 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

AGENCY SERVICE CONTRACT

appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.

"The contractor will not discriminate against any employee or applicant for employment because of race, color, or national origin."

"The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified."

- G. Future Support. The COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.
- H. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of the COUNTY.
- I. Integration. This contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.

AGENCY SERVICE CONTRACT

This contract consists of three sections plus the following attachments which by this reference are incorporated herein:

- Exhibit 1 Scope of Work, Performance Standards, and Work Plan
- Exhibit 2 Reporting Requirements
- Exhibit 3 Budget


AGENCY

CLACKAMAS COUNTY

Commissioner Charlotte Lehan, Chair
 Commissioner Jim Bernard
 Commissioner Jamie Damon
 Commissioner Ann Linger
 Commissioner Paul Savas

By 

Melissa Erlbaum


 Title

6-5-2012
 Date

704 Main St Suite 200
 Street Address

Oregon City OR 97045
 City/Zip

503-772-2366
 Phone Number

93-0900119
 TIN, FIN or S.S.#

Signing on Behalf of the Board:

Cindy Becker, Director
 Health, Housing and Human Services

Date


 Rodney A. Cook, Director
 Children, Youth & Families Division

6-6-12
 Date

EXHIBIT 1
SCOPE OF WORK AND PERFORMANCE STANDARDS

- I. AGENCY shall meet all performance outcomes as outlined in attached Work Plan.
- II. Performance Standards:
 1. **Community Based, Holistic Approach**
 - AGENCY programs and services shall be community-focused, incorporating the greatest level of input from multiple stakeholders, including clients, families, and other agencies.
 - AGENCY programs and services shall have ongoing community investment and involvement.
 2. **Family-Centered Programs**
 - AGENCY programs and services shall involve families in all aspects, recognizing that they are the most important teachers, caregivers, and role models for their children.
 - AGENCY programs and services shall support and strengthen families in providing the foundation for the physical, social, emotional, and intellectual development for their children.
 3. **Establish/Maintain Effective Partnerships**
 - AGENCY, in order to enable data linkages, information sharing, and ongoing collaboration between partners to most effectively meet and address needs, shall ensure that appropriate staff attend CYF contractor's meetings, and training sessions, and participate in other activities as required by COUNTY.
 - AGENCY shall develop and promote continuous communications with similar organizations.
 4. **Utilize a Balanced SWOT (Strengths, Weaknesses, Opportunities, Threats) Approach**
 - AGENCY programs and services shall address both the risks/deficiencies, challenges and the strengths/assets/opportunities in their communities.
 5. **Implement Research Based Accountability**
 - AGENCY, in order to ensure programs and services are based on research-based, proven practices, shall complete and submit the Best Practices Assessment as required by CYF. In areas where proven practices are not available, AGENCY is encouraged to develop innovative strategies based on research principles.
 - AGENCY programs and services shall include research-based measurements of success to enable tracking of effectiveness toward meeting planned outcomes. These data shall be monitored by CYF on the Quarterly Work Plan. Quarterly Work Plans are to be submitted on or before date due.
 - 1st Quarter, Jul 1 – Sep 30: due on Oct 17, 2012
 - 2nd Quarter, Oct 1 – Dec 31: due on Jan 16, 2013
 - 3rd Quarter, Jan 1 – Mar 31: due on Apr 16, 2013
 - 4th Quarter, Apr 1 – Jun 30: due on Jul 16, 2013
 6. **Reflect and Incorporate Diversity**
 - AGENCY, in order to provide programs and services that meet the needs of diverse cultures and people with disabilities, shall complete and submit the Cultural Competency Assessment and Action Plan as required by CYF.

June 21, 2011

Board of Commissioners,
Clackamas County

Members of the Board:

**Approval of an Agency Services Contract with Compass Group USA, Inc. d.b.a.
Bateman for Food Service for Five Clackamas County
Older Americans Act Nutrition Program Meal Sites**

The Social Services Division of the Health, Housing, & Human Services Department requests the approval of an Agency Services Contract with Compass Group USA, Inc.; d.b.a. Bateman, to provide food service to five Older Americans Act (OAA) nutrition program meal sites. This is the fourth year of a contract with Bateman; the successful applicant of the procurement process held in December 2008.

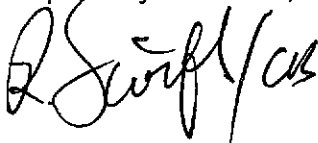
This contract provides food service at five OAA funded meal sites in Clackamas County for persons age 60 and over. The sites are located in Estacada, Gladstone, Oregon City, Molalla, and Sandy. Meal site staff and volunteers serve meals on-site, or deliver them to people who are home-bound. The goal of the program is to help residents meet their nutritional and social needs by connecting them with available services. This helps them to live independent and interactive lives.

Total amount of the contract is \$322,839 for up to 99,000 meals. This contract is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. The contract begins July 1, 2012 and continues through June 30, 2013.

Recommendation

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

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Brenda Durbin, # 503-655-8641

Healthy Families. Strong Communities.

CONTRACT FOR SERVICES

between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION
AREA AGENCY ON AGING

And

COMPASS GROUP USA, Inc., dba

BATEMAN

Fiscal Year 2012-2013

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AGENCY SERVICE CONTRACT

This contract is between Clackamas County acting by and through the Health, Housing, & Human Services department, Social Services Division, hereinafter called "COUNTY," and Compass Group USA, Inc., dba Bateman, hereinafter called "AGENCY."

I. SCOPE OF SERVICES

A. AGENCY agrees to accomplish the following work under this contract:

Food Service - produce and bulk deliver meals to 5 Senior Nutrition Program meal sites in Clackamas County (Estacada, Gladstone, Molalla, Oregon City, and Sandy). Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science.

A unit is one meal ordered and delivered from the central kitchen.

Scope of Work, Performance Standards and Guidelines for Service is Exhibit 1, attached hereto.

B. Services required under the terms of this agreement shall commence July 1, 2012. This agreement shall terminate June 30, 2013. This contract is the result of the formal proposal process conducted December 2008. This is the third renewal under this process.

II. COMPENSATION AND RECORDS

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis, as described in Exhibit 3, "Budget and Units of Service," attached hereto. The maximum net compensation is \$322,839.

B. Method of Payment. To receive payment, the Agency shall submit monthly billings and accompanying back-up reports by the 10th business day of the month following the billing period, as described in Exhibit 2. The billings and back-up reports will be on forms provided or approved by County. The billings are for:

1. Number of meals ordered by and delivered from kitchen to each of the sites.
2. Consumables or other supplies that meal sites purchase from Agency will be paid for by individual sites.
3. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the Agency fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate

on their face, or fail to perform or document the performance of contracted services, the County shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until the Agency submits required reports, performs required services, or establishes the County's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the Agency

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- D. Access to Records. The County, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Agency which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

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

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The Agency shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

- B. Special Federal Requirements: Older Americans Act of 1965, as amended in 2006. Common rule restricts lobbying (Volume 56, NO38 of Fed. Register, Feb. 1990).
- C. Agency shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the County. Agency shall submit copies of final subcontracts to County for approval before disbursing any County funds to subcontractors to provide services under this contract.

Agency may only assign this contract to a parent or affiliated company without prior written approval of County (which shall be attached to the original contract) and subject to such conditions and provisions as County may deem necessary. No such approval by County of any assignment shall be deemed in any event or

in any manner to provide for the incurrence of any obligation of County in addition to the total agreed upon price.

- D. Agency certifies that it is an independent contractor and not an employee or agent of the County, State, or Federal Government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the Agency.

- E. Confidentiality. All information as to personal facts and circumstances about clients obtained by the Agency shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.

The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources. The ADS, the Division, the Agency and subcontractor, if there is one, will share information as necessary to effectively serve mutual clients.

IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners, 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 negligent acts or omissions of the AGENCY or the AGENCY's employees.

- B. Insurance.

- 1. Commercial General Liability

Required by COUNTY Not required by COUNTY

Agency shall obtain, at Agency's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for the protection of the County, its officers, commissioners and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The County, at its option, may require a complete copy of the above policy.

2. Commercial Automobile Liability

Required by COUNTY

Not required by COUNTY

Agency shall also obtain, at Agency's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000. The County, at its option, may require a complete copy of the above policy.

3. Additional Insurance Provisions The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

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

5. Insurance Carrier Rating. Coverages provided by the Agency must be underwritten by an insurance company deemed reasonably acceptable by the 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. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

6. Certificates of Insurance. As evidence of the insurance coverage required by this contract, the Agency shall furnish a Certificate of Insurance to Clackamas County. No contract shall be affected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

7. Independent Contractor Status. The service or services to be rendered under this contract are those of an independent contractor. Agency is not an officer, employee or agent of the County as those terms are used in ORS 30.265.

8. **Primary Coverage Clarification.** Agency's coverage will be primary in the event of a loss that is the obligation of Agency's to indemnify pursuant to this Contract.
 9. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all commercial general liability, professional liability, and errors and omissions policies required by this contract.
- C. **Amendments.** The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by Agency and County.

Modification of the contract shall be mandatory under the following circumstances:

1. A significant change, as determined by County, in programs content or scope of work as described in the contract or RFP for awarding of this contract.
 2. A change in any of the General or Special Provisions.
- D. **Termination.** This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing or delivered by certified mail or in person.

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

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

Contract parties hereto shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, epidemic, strikes, disasters, hazardous weather conditions, public enemy, legal acts or public authorities, or delays or defaults caused by public carriers, which cannot reasonable be forecast or provided against.

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

E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

1. Agency shall:

- (a) Make payments promptly, as due, to all persons supplying to Agency labor or materials for the prosecution of the work provided for in this contract.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from such Agency or subcontractor incurred in the performance of this agreement.
- (c) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

2. If Agency fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Agency or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas 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 Agency by reason of this agreement.

3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week

when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as described in ORS 279A.055, employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.

4. Agency shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention incident to sickness and injury to the employees of Agency, of all sums which Agency agrees to pay for the services and all moneys and sums that Agency collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
 5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
 6. 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.
- F. Contract Personnel. Agency shall have, or secure, all personnel required in performing the work and services under this contract. Further, Agency specifically agrees that its agents or employees shall possess the experience, knowledge, and skills to qualify them individually for the particular duties they perform.
1. Agency shall maintain a documented system of personnel policies and procedures that shall include, but not be limited to, an orderly system for hiring, dismissal, promotion, layoff, salary increase, fringe benefits, vacation, salary classification plan, affirmative action and other related personnel practices. A copy of the policies and procedures shall be made available to County upon request.
 2. Agency shall assure that safe and healthy working conditions exist at all worksites in compliance with the Oregon Safe Employment Act and rules promulgated there under.

3. Agency's employees, volunteers or agents performing under this contract are not deemed to be employees of County in any manner whatsoever. Employees of Agency shall not be entitled to any other benefits except those provided by Agency. Agency is solely and entirely responsible for its acts and acts of its agents, employees or volunteers.
4. Agency shall maintain the following minimum standards with regard to wages and benefits for all employees:
 - a. All employees shall receive wages and benefits which are equal to the wages and benefits required by applicable state and federal laws.
 - b. Agency shall provide personnel administration based on merit principles and methods governing the appointment, promotion, transfer, layoff, removal and discipline of its employees, and other aspects of employment. All appointments and promotions shall be made on the basis of merit and fitness, as determined by a valid, reliable, competitive process.

G. Participant Rights

1. Client Confidentiality. All information as to personal facts and circumstances about clients obtained by the Agency shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.

The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources. The ADS, the Division, the Agency and subcontractor, if there is one, will share information as necessary to effectively serve mutual clients.

2. Grievance. Agency shall comply with County Client Grievance Procedure as follows:

Any person with a complaint regarding services delivered under this contract shall report it to the meal site manager who will get full details. The meal site manager shall notify Agency and County of the nature of the complaint. Agency shall either take prompt, appropriate, corrective action or shall promptly provide County with a factual explanation of the situation and potential solutions for resolution. County shall mediate all disputes as

necessary and shall notify the complainant of the response or corrective action resolving the complaint.

3. **Discrimination Prohibited.** It shall be a policy of the Agency that it shall not discriminate in admission, accessibility, treatment or employment in its programs, activities and facilities on the basis of race, creed, color, sex, age, ancestry, national origin, religion or disability. Agency, and any party with which it enters into formal agreements, will comply with all requirements imposed by and pursuant to the regulations of Title VI of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973.
- H. **Future Support.** The County makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.

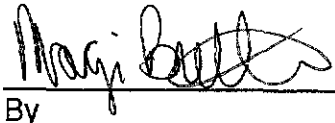
- I. Integration. This contract contains the entire agreement between the County and the Agency and supersedes all prior written or oral discussions or agreements. This contract consists of four sections plus the following attachments which by this reference are incorporated herein:

Exhibit 1 Scope of Work and Performance Standards and Guidelines
Exhibit 2 Reporting Requirements
Exhibit 3 Budget and Units of Service
Exhibit 4 AGENCY Information

V. SIGNATURES

AGENCY

Compass Group USA, Inc., dba
BATEMAN



By
Magi Brettler
Name

Regional Vice President - Bateman
Title

6/12/12
Date

3110 West Pinhook Rd. #201
Street Address

Lafayette, LA 70508
City/Zip

(337) 593-0433 (337) 593-0434
Phone Number Fax

56-1874931
Tax ID Number

CLACKAMAS COUNTY

Chairperson: Charlotte Lehan
Commissioner: Jim Bernard
Commissioner: Jamie Damon
Commissioner: Ann Lininger
Commissioner: Paul Savas

Signing on Behalf of the Board

Cindy Becker, Director
Health, Housing, & Human Services

Date

Exhibit 1
Scope of Work and Performance
Standards and Guidelines for Service

A. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Older Americans Act funded Food Service for people in Clackamas County age 60 and older. The goal in providing these services is to assist with maintaining the above people in their own homes as long as practically possible.

B. DESCRIPTION OF SERVICES

FOOD SERVICE - produce and bulk deliver meals to 5 Senior Nutrition Program meal sites in Clackamas County (Estacada, Gladstone, Molalla, Oregon City, and Sandy). Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. The newer DRIs include Recommended Dietary Allowances (RDA) for older adults.

C. PERFORMANCE STANDARDS

FOOD SERVICES

Objective: a. To produce and deliver contracted number of meals to specified COUNTY sites throughout the contract period.

Elements:

1. Agency submits each month's menu to County by the first day of the preceding month. Menus must meet the following standards:
 - a. Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater; and meet the Dietary Guidelines for Americans as issued January, 2010. (Milk is part of Site Management.) The use of computerized nutrient analysis software to assure meals are in compliance with nutritional requirements is strongly encouraged.
 - b. The cycle for the cycle menu system must be at least nine weeks long.
 - c. A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third DRI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the updated 2010 Dietary Guidelines for Americans.

June 21, 2012

Board of Commissioners,
Clackamas County

Members of the Board:

**Approval of the Agency Services Amendment #3 with the
Friends of Estacada Community Center to provide Social Services
for Clackamas County Residents**

The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of an Intergovernmental Agreement Amendment #3 with the Friends of Estacada Community Center to provide social services to Clackamas County residents age 60 and over. This is a budget adjustment. This amendment provides funding for services during FY12/13 and changes the service dates for this funding to July 1, 2012 through June 30, 2013.

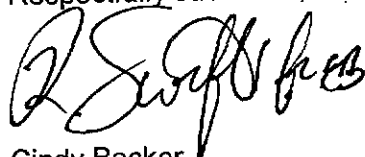
The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

This amendment increases the contract amount by \$67,492; to a total of \$150,933. This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. The agreement begins July 1, 2011 and continues through June 30, 2013.

Recommendation

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

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Brenda Durbin, # 503-655-8641

Healthy Families. Strong Communities.

All other terms and conditions of the original contract remain in full force and effect.
IN WITNESS HEREOF, the parties hereto have caused this Amendment to be executed by
their duly authorized officers.

<p>AGENCY</p> <p>CITY OF WILSONVILLE WILSONVILLE SENIOR CENTER</p> <hr/> <p>By Bryan Cosgrove City Manager</p> <hr/> <p><i>June 5, 2012</i> Date</p> <p><u>30000 SW Town Center Loop E</u> Street Address</p> <p><u>Wilsonville, OR 97070</u> City/Zip</p> <p><u>(503) 682-1011 (503) 662-9062</u> Phone Fax</p> <p><u>93-0580494</u> Tax ID Number</p>	<p>CLACKAMAS COUNTY</p> <p>Commissioner Charlotte Lehan, Chair Commissioner Jim Bernard Commissioner Jamie Damon Commissioner Ann Lininger Commissioner Paul Savas</p> <p>Signing on Behalf of the Board</p> <hr/> <p>Cindy Becker, Director Health, Housing & Human Services</p> <hr/> <p>Date</p>
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COPY

Cindy Becker
Director

June 21, 2012

Board of Commissioners,
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement Amendment #2 with the
City of Gladstone/Gladstone Senior Center to Provide Social Services for
Clackamas County Residents age 60 and Over**

The Social Services Division of the Health, Housing, and Human Services requests the approval of Amendment #2 to the Intergovernmental Agreement with the City of Gladstone Senior Center to provide social services to Clackamas County residents age 60 and over. This is a budget adjustment. This amendment provides funding for services during FY12/13 and changes the service dates for this funding to July 1, 2012 through June 30, 2013.

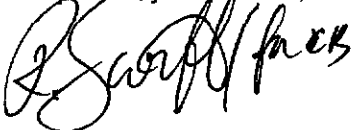
This agreement provides services funded by Older Americans Act in the Gladstone area. The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This enables them to remain independent and interactive in the community.

This amendment increases the contract amount by \$42,544; to a total of \$82,666. This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. The agreement begins July 1, 2011 and continues through June 30, 2013

Recommendation

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

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Brenda Durbin, # 503-655-8641

Healthy Families. Strong Communities.

Contract Amendment
Health, Housing and Human Services

DHS Contract Number: SSD-248-11/12

Board Order Number: 070711-A1

Division: Social Services

Amendment Number 2

Contractor: City of Gladstone/Gladstone Senior Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Contract Budget & Termination Date

Justification for Amendment:

This is a budget adjustment adding FY 12/13 funding and extending the termination date to June 30 2013 . This results in a net increase to the contract budget of \$42,544.

I. AMEND: SCOPE OF SERVICES

D. Services required under the terms of this agreement shall commence July 1, 2011.
This agreement shall terminate June 30, 2012

TO READ:

D. Services required under the terms of this agreement shall commence July 1, 2012.
This agreement shall terminate June 30, 2013

II. AMEND: COMPENSATION AND RECORDS

Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 3 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$14,242 in Older Americans Act III-B funds, \$511 in Older Americans Act III-C funds, \$1,365 in Older Americans Act III-D funds, \$15,659 in SPD Medicaid funds for Medicaid client Home Delivered meals, \$(1,369) in NSIP funds, \$9,432 in Ride Connection funds, \$259 in Tri-Met funds for waived non-medical match, and \$441 of Medicaid funds for Medicaid client non-medical transportation services, for a total net compensation of \$40,540.

TO READ:

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 3 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$14,242 in Older Americans Act III-B funds, \$694 in Older Americans Act III-C funds, \$1,365 in Older Americans Act III-D funds, \$14,586 in SPD Medicaid funds for Medicaid client Home Delivered meals, \$(1,275) in NSIP funds, \$9,432 in Ride Connection funds, \$1,297 in Tri-Met funds for waived non-medical match, and \$2,203 of Medicaid funds for Medicaid client non-medical transportation services, for a total net compensation of \$42,544.

AMEND: Page 2 - Unit Cost Schedule

TO READ: Page 3 – Unit Cost Schedule

Amend:

1. UNIT COST SCHEDULE
CITY OF GLADSTONE - SENIOR CENTER
 Fiscal Year 2011-2012

Service Category	OPI Funds (1)	OAA III B Funds (2)	OAA III C Funds (3)	OAA III D Funds (4)	OAA III E Funds (5)	OAA Match (6)	NSIP Funds (7)	MEDICAID Funds (8)	Ride Con. Funds (11)	TriMet STF Funds (12)	Program Income (13)	NO. OF UNITS (14)	TOTAL COST (15)	Reimbursement Rates (16)
Case Management		3,073				342						89.5 hrs	3,415	\$34.33
Reassurance		2,986										79	2,986	\$37.72
Information & Assist.		3,483				387						200	3,870	\$17.44
Transportation - OAA		4,700				523					1,175	1,567	6,398	\$3.00
PHYSICAL ACTIVITY/FALLS PREVENTION				723		80						36	803	\$20.00
PREVENTIVE SCREENING, COUNSELING, AND REFERRALS				642		71						16	713	\$40.00
Trans - Ride Con In Dist						0			9,432		943	1,258	10,375	\$7.50
Medicaid Transp. non-medical						0		441		259		50	700	\$14.00
OAA Meal Site Mgmt			3,190			355					10,560	11,000	14,105	\$1.25
Medicaid Meals			(2,679)			(298)	(1,369)	17,411			(1,752)	1,825	11,313	\$6.36
TOTALS	\$0	\$14,242	\$511	\$1,365	\$0	\$1,460	(\$1,369)	\$17,851	\$9,432	\$259	\$10,926		\$54,678	

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12 + 13 = 15)
 OAA & OPI Meal Program Reimbursement Rate (1 + 3 + 9 + 13 / 14 = 16)
 Medicaid HDM Reimbursement Rate (3 + 7 + 8 + 9 + 13 / 14 = 16)
 Social Service Program Reimbursement Rate (2 + 4 + 5 + 10 + 12 / 14 = 16)

Source of OAA Titles III B, III C, III D, and III E Match - Center Manager's time devoted to program supervision and administration

CONTRACT AMOUNT: 40,540

To Read

**1. UNIT COST SCHEDULE
CITY OF GLADSTONE - SENIOR CENTER
Fiscal Year 2012-2013**

Service Category	OPI Funds (1)	OAA III B Funds (2)	OAA III C Funds (3)	OAA III D Funds (4)	OAA III E Funds (5)	OAA Match (6)	NSIP Funds (7)	MEDICAID Funds (8)	Ride Con. Funds (11)	TriMet STF Funds (12)	Program Income (13)	NO. OF UNITS (14)	TOTAL COST (15)	Reimbursement Rates (16)
Case Management		3,073				342						89.5 hrs	3,415	\$34.33
Reassurance		2,986										79	2,986	\$37.72
Information & Assist.		3,483				387						200	3,870	\$17.44
Transportation - OAA		4,700				523					1,175	1,567	6,398	\$3.00
PHYSICAL ACTIVITY/FALLS PREVENTION				723		80						36	803	\$20.00
PREVENTIVE SCREENING, COUNSELING, AND REFERRALS				642		71						16	713	\$40.00
Trans - Ride Con In Dist						0			9,432		943	1,258	10,375	\$7.50
Medicaid Transp. non-medical						0		2,203		1,297		250	3,500	\$14.00
OAA Meal Site Mgmt			3,190			355					10,560	11,000	14,105	\$1.25
Medicaid Meals			(2,496)			(278)	(1,275)	16,218			(1,632)	1,700	10,538	\$6.36
TOTALS	\$0	\$14,242	\$694	\$1,365	\$0	\$1,481	(\$1,275)	\$18,421	\$9,432	\$1,297	\$11,046		\$56,704	


Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12 + 13 = 15)
 OAA & OPI Meal Program Reimbursement Rate (1 + 3 + 9 + 13 / 14 = 16)
 Medicaid HDM Reimbursement Rate (3 + 7 + 8 + 9 + 13 / 14 = 16)
 Social Service Program Reimbursement Rate (2 + 4 + 5 + 10 + 12 / 14 = 16)

Source of OAA Titles III B, III C, III D, and III E Match - Center Manager's time devoted to program supervision and administration

CONTRACT AMOUNT: 42,544

All other terms and conditions of the original contract remain in full force and effect.

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

<p>AGENCY</p> <p>CITY OF GLADSTONE GLADSTONE SENIOR CENTER</p> <p></p> <p>By Pete Boyce City Administrator</p> <p><u>6.5.12</u></p> <p>Date</p> <p><u>1050 Portland Avenue</u> Street Address</p> <p><u>Gladstone, OR 97027</u> City/Zip</p> <p><u>(503) 655-7701</u> <u>(503) 650-4840</u> Phone Fax</p> <p><u>93-6002170</u> Tax ID Number</p>	<p>CLACKAMAS COUNTY</p> <p>Commissioner Charlotte Lehan, Chair Commissioner Jim Bernard Commissioner Jamie Damon Commissioner Ann Lininger Commissioner Paul Savas</p> <p>Signing on Behalf of the Board</p> <p>_____ Cindy Becker, Director Health, Housing & Human Services</p> <p>_____ Date</p>
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June 21, 2012

Board of Commissioners,
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement Amendment #3 with North Clackamas Parks and Recreation District/Milwaukie Center to Provide Social Services for Clackamas County Residents age 60 and over

The Social Services Division of the Health, Housing, & Human Services Department requests the approval of Amendment #3 to the Intergovernmental Agreement with the North Clackamas Parks and Recreation District/Milwaukie Center to provide social services for Clackamas County residents age 60 and over. This is a budget adjustment. This amendment provides funding for services during FY12/13 and changes the service dates for this funding to July 1, 2012 through June 30, 2013.

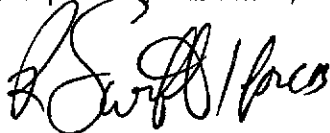
The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community as long as possible.

This amendment increases the agreement amount by \$407,005; to a total of \$834,118. This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. The agreement begins July 1, 2011 and continues through June 30, 2013.

Recommendation

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

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Brenda Durbin, # 503-655-8641

Healthy Families. Strong Communities.

Contract Amendment
Health, Housing and Human Services

DHS Contract Number SSD-29-11/12 Board Agenda Number 070711-A3

Division Social Services Amendment Number 2

Contractor North Clackamas Parks and Recreation District – Milwaukie Center

Amendment Requested By Brenda Durbin, CCSS Director

Changes: (X) Contract Budget & Termination Date

Justification for Amendment:

This is a budget adjustment adding FY 12/13 funding and extending the termination date to June 30 2013. This results in a net increase to the contract budget of \$407,005.

I. AMEND: SCOPE OF SERVICES

D. Services required under the terms of this agreement shall commence July 1, 2011.
This agreement shall terminate June 30, 2012

TO READ:

D. Services required under the terms of this agreement shall commence July 1, 2012.
This agreement shall terminate June 30, 2013

II. AMEND: COMPENSATION AND RECORDS

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$55,912 in Older Americans Act III-B funds, \$124,020 in Older Americans Act III-C funds, \$2,418 in Older Americans Act III-D funds, \$7,500 in Older Americans Act III-E funds, \$114,480 in SPD Medicaid funds for Medicaid client Home Delivered meals, \$38,025 in NSIP funds, \$27,926 in Ride Connection funds, \$8,818 in Tri-Met funds for waived non-medical match; \$28,395 of Special Transportation Formula funds, \$14,982 of Medicaid funds for Medicaid client non-medical transportation service and \$975 in LIEAP funds for a total net compensation of \$423,451.

TO READ:

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$55,912 in Older Americans Act III-B funds, \$124,355 in Older Americans Act III-C funds, \$2,418 in Older Americans Act III-D funds, \$7,500 in Older Americans Act III-E funds, \$95,400 in SPD Medicaid funds for Medicaid client Home Delivered meals, \$37,485 in NSIP funds, \$27,926 in Ride Connection funds, \$8,818 in Tri-Met funds for waived non-medical match; \$31,234 of Special Transportation Formula funds, \$14,982 of Medicaid funds for Medicaid client non-medical transportation service and \$975 in LIEAP funds for a total net compensation of \$407,005.

Amend:

1. Unit Cost Schedule
Milwaukee Center
 Fiscal Year 2011-12

Service Category	LIEAP Funds (1)	OPI Funds (2)	OAA IIB Funds (3)	OAA IIC Funds (4)	OAA IID Funds (5)	OAA IIIE Funds (6)	OAA Match (7)	NSIP Funds (8)	Ride Con Funds (9)	STF Funds (10)	MEDICAID Funds (11)	Program Income (14)	NO. OF UNITS (15)	TOTAL COST (16)	REIMBURSEMENT RATE (17)
Case Management (Hrs)			28,366				3,154						761.7 hrs	31,520	\$37.24
Reassurance (Contacts)			5,651				628						185	6,279	\$30.56
Information & Assist.			13,096				1,456						718	14,552	\$18.25
Public Outreach / Newsletters			1,000				111						20 / 12	1,111	\$50 / \$83.34
Transportation - OAA			7,799				867					1,500	1,560	10,166	\$5.00
Physical Activity/ Falls Prevention					1,295		0						65	1,295	\$20.00
Preventative Screening, Counseling, & Referrals					1,123		0						26	1,123	\$40.00
Transportation - T19										8,818	14,982		1,700	23,800	\$14.00
Transportation Ride Con									27,926			3,779	3,723	31,705	\$7.50
STF Transport. Van/bus										28,395			1,943	28,395	\$14.61
Caregiver Respite Program													130	9,375	\$57.50
LIEAP Intakes	975					7,500	1,875						150	975	\$6.50
OAA/NSIP Food Service				66,550			7,400	37,510				51,425	60,500	162,885	\$2.57
OAA Meal Site Mngt.				61,710			6,862						60,500	68,572	\$1.02
Medicaid Meals											114,480		12,000	114,480	\$9.54
TOTALS	\$975	\$0	\$55,912	\$128,260	\$2,418	\$7,500	\$22,355	\$37,510	\$27,926	\$37,213	\$129,462	\$56,704		\$506,235	

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12 + 13 = 16)

Reimbursement Rate based on Actual Cost data submitted by Milwaukee Center

Source of OAA Match - Milwaukee Center additional support staff and volunteers.

Program Income - Client donations from meal and transportation programs.

Contract Amount: \$427,176

To Read:

1. Unit Cost Schedule
Milwaukee Center
 Fiscal Year 2012-13

Service Category	LIEAP Funds (1)	OPI Funds (2)	OAA IIIB Funds (3)	OAA IIIC Funds (4)	OAA IIID Funds (5)	OAA IIIE Funds (6)	OAA Match (7)	NSIP Funds (8)	Ride Con Funds (9)	STF Funds (10)	MEDICAID Funds (11)	Program Income (14)	NO. OF UNITS (15)	TOTAL COST (16)	REIMBURSEMENT RATE (17)
Case Management (hrs)			28,366				3,154						761.7 hrs	31,520	\$37.24
Reassurance (Contacts)			5,651				628						185	6,279	\$30.56
Information & Assist.			13,096				1,456						718	14,552	\$18.25
Public Outreach / Newsletters			1,020				111						20 / 12	1,111	\$50 / \$83.34
Transportation - OAA			7,799				867					1,500	1,560	10,166	\$5.00
Physical Activity/ Falls Prevention					1,295		0						65	1,295	\$20.00
Preventative Screening, Counseling, & Referrals					1,123		0						28	1,123	\$40.00
Transportation - T19										8,818	14,982		1,700	23,800	\$14.00
Transportation Ride Con									27,926			3,779	3,723	31,705	\$7.50
STF Transport. Van/Bus										31,234			1,943	31,234	\$16.08
Caregiver Respite Program													130	9,375	\$57.50
LIEAP Intakes	975					7,500	1,875						150	975	\$6.50
OAA/NSIP Food Service				63,665			7,080	37,485				50,575	59,500	158,805	\$2.55
OAA Meal Site Mngt.				60,690			6,749						59,500	67,439	\$1.02
Medicaid Meals											95,400		10,000	95,400	\$9.54
TOTALS	975	\$0	\$55,912	\$124,355	\$2,418	\$7,500	\$21,921	\$37,485	\$27,926	\$40,052	\$110,382	\$55,854		\$484,780	

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12 + 13 = 16)

Reimbursement Rate based on Actual Cost data submitted by Milwaukee Center

Source of OAA Match - Milwaukee Center additional support staff and volunteers.

Program Income - Client donations from meal and transportation programs.

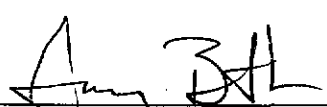
Contract Amount: \$407,005

AMEND: Page 2 - Unit Cost Schedule

TO READ: Page 3 – Unit Cost Schedule

All other terms and conditions of the original contract remain in full force and effect.

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

<p>GOVERNMENTAL UNIT</p> <p><u>North Clackamas Parks and Recreation District</u></p> <p></p> <p>_____ Gary Barth, Division Director</p> <p><u>6/4/12</u></p> <p>_____ Date</p>	<p>CLACKAMAS COUNTY</p> <p>Commissioner Charlotte Lehan, Chair Commissioner Jim Bernard, Vice Chair Commissioner Jamie Damon Commissioner Ann Linger Commissioner Paul Savas</p> <p>Signing on Behalf of the Board</p> <p>_____ Cindy Becker, Director Health, Housing, & Human Services</p> <p>_____ Date</p>
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June 21, 2012

Board of Commissioners,
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement Amendment #2 with
the City of Wilsonville/Wilsonville Community Center to provide
Social Services for Clackamas County Residents**

The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of Amendment #2 to the Intergovernmental Agreement with the City of Wilsonville/Wilsonville Community Center to provide social services to Clackamas County residents age 60 and over. This is a budget adjustment. This amendment provides funding for the provision of services during FY12/13 and changes the service dates for this funding to July 1, 2012 through June 30, 2013.

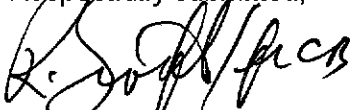
This agreement provides services funded by Older Americans Act in the Wilsonville area. The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This enables them to remain independent and interactive in the community.

This amendment increases the agreement amount by \$51,603; to a total of \$102,421. This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. The agreement begins July 1, 2011 and continues through June 30, 2013.

Recommendation

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

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Brenda Durbin, # 503-655-8641

Healthy Families. Strong Communities.

Contract Amendment
Health, Housing and Human Services

DHS Contract Number: SSD-16-11/12 Board Order Number: 061611-A4

Division: Social Services Amendment Number: 2

Contractor: City of Wilsonville / Wilsonville Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Contract Budget & Scope of Services

Justification for Amendment:

This is a budget adjustment adding FY 12/13 funding and extending the termination date to June 30 2013. This results in a net increase to the contract budget of \$51,603.

I. AMEND: SCOPE OF SERVICES

- D. Services required under the terms of this agreement shall commence July 1, 2011.
This agreement shall terminate June 30, 2012

TO READ:

- D. Services required under the terms of this agreement shall commence July 1, 2012.
This agreement shall terminate June 30, 2013

II. AMEND: COMPENSATION AND RECORDS

- A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 3 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$11,345 in Older Americans Act III-B funds, \$25,375 in Older Americans Act III-C funds, \$1,351 in Older Americans Act III-D funds, \$5,247 in SPD Medicaid funds for Medicaid client Home Delivered meals, \$7,500 in NSIP funds, for a total net compensation of \$50,818.

TO READ:

- A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 3 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$11,345 in Older Americans Act III-B funds, \$25,628 in Older Americans Act III-C funds, \$1,351 in Older Americans Act III-D funds, \$5,246 in SPD Medicaid funds for Medicaid client Home Delivered meals, \$8,033 in NSIP funds, for a total net compensation of \$51,603.

AMEND: Page 2 - Unit Cost Schedule

TO READ: Page 3 - Unit Cost Schedule

To Read:

**1. UNIT COST SCHEDULE
CITY OF WILSONVILLE - SENIOR CENTER**

Fiscal Year 2011-12

Service Category	OAA III B Funds (1)	OAA III C Funds (2)	OAA III D Funds (3)	OAA III E Funds (4)	OPI Funds (5)	NSIP Funds (6)	OAA Match (7)	Medicaid Funds (8)	Client Donations (10)	NO. OF UNITS (11)	TOTAL COST (12)	REIMBURSE- MENT RATE (13)
Case Management	\$2,106						234			73 Hrs	\$2,340	\$28.84
Reassurance	\$1,894						211			67	\$2,105	\$28.33
Info. & Assistance	\$1,460						162			65	\$1,622	\$22.46
Transportation	\$5,885						654			1,471	\$6,540	\$4.00
PHYSICAL ACTIVITY/FALLS PREVENTION			\$723				0			36	\$723	\$20.00
PREVENTIVE SCREENING, COUNSELING, AND REFERRALS			\$628				0			16	\$628	\$40.00
Family Caregiver Assistance							0			0	\$0	\$27.83
OAA Food Service		\$12,375					1,376		\$12,000	12,500	\$25,751	\$1.95
OAA Meal Site Mngt.		\$12,750					1,418			12,500	\$14,168	\$1.02
Food Service - NSIP						\$7,750	0			12,500	\$7,750	\$0.62
SPD Medicaid HDM							0	\$5,247		550	\$5,247	\$9.54
TOTALS	\$11,345	\$25,125	\$1,351	\$0	\$0	\$7,750	4,055	\$5,247	\$12,000		\$66,874	

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 = 121)
 Meal Program Reimbursement Rate (2 + 5 + 6 + 7 + 8 + 9 + 10 / 11 = 13)
 Other OAA Services Reimbursement Rate (1 + 3 + 4 / 11 = 13)

Source of OAA Title III-B, III-C, III D and III-E Match - City of Wilsonville, additional support staff

CONTRACT AMOUNT: 50,818

To Read

1. UNIT COST SCHEDULE
CITY OF WILSONVILLE - SENIOR CENTER

Fiscal Year 2012-13

Service Category	OAA III B Funds (1)	OAA III C Funds (2)	OAA III D Funds (3)	OAA III E Funds (4)	OPI Funds (5)	NSIP Funds (6)	OAA Match (7)	Medicaid Funds (8)	Client Donations (10)	NO. OF UNITS (11)	TOTAL COST (12)	REIMBURSE- MENT RATE (13)
Case Management	\$2,106						234			73 Hrs	\$2,340	\$28.84
Reassurance	\$1,894						211			67	\$2,105	\$28.33
Info. & Assistance	\$1,460						162			65	\$1,622	\$22.46
Transportation	\$5,885						654			1,471	\$6,540	\$4.00
PHYSICAL ACTIVITY/FALLS PREVENTION			\$723				0			36	\$723	\$20.00
PREVENTIVE SCREENING, COUNSELING, AND REFERRALS			\$628				0			16	\$628	\$40.00
Family Caregiver Assistance							0			0	\$0	\$27.83
OAA/NSIP Food Service		\$12,623				\$8,033	1,404		\$12,240	12,750	\$34,299	\$2.58
OAA Meal Site Mngt.		\$13,005					1,446			12,750	\$14,451	\$1.02
SPD Medicaid HDM							0	\$5,247		550	\$5,247	\$9.54
TOTALS	\$11,345	\$25,628	\$1,351	\$0	\$0	\$8,033	4,111	\$5,247	\$12,240		\$67,955	

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 = 121)
Meal Program Reimbursement Rate (2 + 5 + 6 + 7 + 8 + 9 + 10 / 11 = 13)
Other OAA Services Reimbursement Rate (1 + 3 + 4 / 11 = 13)

Source of OAA Title III-B, III-C, III D and III-E Match - City of Wilsonville, additional support staff

CONTRACT AMOUNT: 51,603

All other terms and conditions of the original contract remain in full force and effect.

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

<p>AGENCY</p> <p>CITY OF WILSONVILLE WILSONVILLE SENIOR CENTER</p> <hr/> <p>By Bryan Cosgrove City Manager</p> <p><i>June 5, 2012</i></p> <hr/> <p>Date</p> <p><u>30000 SW Town Center Loop E</u> Street Address</p> <p><u>Wilsonville, OR 97070</u> City/Zip</p> <p><u>(503) 682-1011 (503) 662-9062</u> Phone Fax</p> <p><u>93-0580494</u> Tax ID Number</p>	<p>CLACKAMAS COUNTY</p> <p>Commissioner Charlotte Lehan, Chair Commissioner Jim Bernard Commissioner Jamie Damon Commissioner Ann Lininger Commissioner Paul Savas</p> <p>Signing on Behalf of the Board</p> <hr/> <p>Cindy Becker, Director Health, Housing & Human Services</p> <hr/> <p>Date</p>
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Board of Commissioners
Clackamas County

Members of the Board

**Approval of a Contract for Sunnyside Health and Wellness Center Dental Clinic
Equipment with Patterson Dental**

The Clackamas County Community Health Division (CCCHD) of the Health, Housing and Human Services Department (H3S) requests the approval of a contract with Patterson Dental. Through this contract, CCCHD will purchase dental furnishings & equipment for the new Sunnyside Health and Wellness Center Dental Clinic that will be opening in 2012.

Dental furniture and equipment for this contract are for seven operatories. This includes cabinetry, dental furniture, and equipment for the seven operatories plus sterilization, mechanical room and xray.

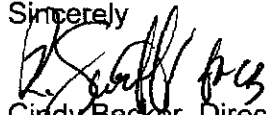
Patterson Dental was selected through a Request for Proposals (RFP) process. The RFP was issued on May 9, 2012; responses were due May 24, 2012. At the time of closing, proposals were received from Patterson Dental and Burkhart Dental. An evaluation committee reviewed the proposals. Based upon the criteria contained in the RFP document, the proposal from Patterson Dental was determined to be the one best meeting the needs of the County for this project.

The total amount of this contract shall be \$284,587. Funds for this project are budgeted in Community Health FQHC for FY2012/2013. No General Funds are involved. County Counsel has reviewed and approved this contract.

Recommendation

Staff respectfully recommends the Board approve the contract for Sunnyside Health and Wellness Center Dental Clinic Equipment with Patterson Dental.

Sincerely



Cindy Becker, Director,
Health, Housing and Human Services

For information on this issue or copies of attachments,
Please contact Jo Hobbs/H3S Office of Business Services at (503)655-8222.

Placed on the BCC agenda of June 21st, 2012 by the Purchasing Division



LANE MILLER
MANAGER

PURCHASING DIVISION

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

June 21, 2012

MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS

Please place on the Board Agenda of June 21, 2012, approval of a contract for Sunnyside Health and Wellness Center Dental Equipment with Patterson Dental. This contract was requested by Cindy Becker, Director, Health, Housing and Human Services.

Patterson Dental was selected through a Request for Proposals (RFP) process. The RFP was issued on May 9, 2012; responses were due May 24, 2012. At the time of closing, proposals were received from Patterson Dental and Burkhart Dental. An evaluation committee reviewed the proposals. Based upon the criteria contained in the RFP document, the proposal from Patterson Dental was determined to be the one best meeting the needs of the County for this project.

The total amount of this contract shall be \$284,587. Funds for this project are budgeted in Community Health FQHC for this project. No County General Funds are involved. No County General Funds are involved in this project.

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff respectfully recommends approval of the contract for Sunnyside Health and Wellness Center Dental Clinic Equipment with Patterson Dental.

Respectfully Submitted,

Tom Averett, CPPB
Buyer

The **Community Health Fund** is recognizing additional grant revenue for several programs and appropriating the funds in personnel services, materials and services and contingency for program costs.

The **Cable Administration Fund** is recognizing fund balance appropriating it in materials and services and capital outlay for program costs and equipment.

The **Telecommunication Services Fund** is recognizing additional project revenue and budgeting it in personnel services and materials and services for higher overtime, fringe benefits and project equipment cost.

The effect of this Resolution Order is an increase in appropriations of \$5,064,592 including new revenues as detailed below:

Prior Year Revenue	\$ 14,716.
Fund Balance	395,273.
Federal Operating Grants	131.
State Operating Grants	3,023,922.
Local Government and Other Agencies	516,775.
Charge for Services	441,575.
Miscellaneous Revenue	657,200.
Interfund Transfer	<u>15,000.</u>
Total Recommended	<u>\$ 5,064,592.</u>

RECOMMENDATION:

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,



Diane D. Padilla
Budget Manager

For information on this issue or copies of attachments
please contact Diane Padilla at (503) 742-5425

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

A RESOLUTION OF THE CLACKAMAS
COUNTY BOARD OF COMMISSIONERS
REGARDING ADOPTION OF A
SUPPLEMENTAL BUDGET FOR ITEMS
LESS THAN 10 PERCENT
OF THE TOTAL QUALIFYING
EXPENDITURES AND MAKING
APPROPRIATIONS FOR FISCAL
YEAR 2011-12



Resolution No. _____

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2011 through June 30, 2012, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; the funds being adjusted are:

- . County Fair Fund
- . Resolution Services Fund
- . Business and Economic Development Fund
- . Library Services Fund
- . County Parks Fund
- . Sheriff Fund
- . District Attorney Fund
- . Children, Youth and Families Fund
- . Community Health Fund
- . Cable Administration Fund
- . Telecommunication Services Fund;

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.480, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

ADOPTED this 21st day of June, 2012

By the BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



22 FB

MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 14, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Resolution for Clackamas County for Budgeting of
New Specific Purpose Revenue for Fiscal Year 2011-2012**

Each fiscal year it is necessary to appropriate additional expenditures and allocate additional sources of revenue to more accurately meet the changing requirements of the operating departments of the County.

The attached resolution reflects those changes that departments have requested which, pursuant to ORS 294.326, qualify as grants in trust for specific purposes in keeping with a legally accurate budget.

The **County School Fund** is recognizing receipt of higher than anticipated revenue from US Forest Service and increasing the materials and services appropriation to pass the additional funds through to county schools.

The **County Library Fund** is recognizing an interagency transfer from the Library District and appropriating it in capital outlay for the Sunnyside Village Library construction project.

The **Sheriff Fund** is recognizing grant revenue from Community Oriented Policing Services and Urban Area Security Initiative and budgeting to purchase drug surveillance and other authorized equipment.

The **Code Enforcement and Sustainability Fund** is recognizing American Recovery and Reinvestment Act grant funding and appropriating it in materials and services and capital outlay for program expenses.

The **Clackamas Mental Health Organization Fund** is recognizing recently awarded revenue from the State of Oregon and appropriating it in materials and services for program expenses.

The **Social Services Fund** is recognizing grant funding from Oregon Housing and Community Services, United Way and Senior Medicare Patrol and budgeting for client expenses and related costs associated with these grants.

The **Community Solutions for Clackamas County Fund** is recognizing funding from Northwest Natural Gas and the Department of Energy American Recovery and Reinvestment Act and budgeting for program expenses. This fund is also transferring from personnel services to materials and services for program administration costs.

The **Community Health Fund** is recognizing grant related adjustments in a variety of programs and budgeting for program expenses.

The **Juvenile Fund** is recognizing grant revenue from the Office of Sustainability, Workforce Investment Act, Bureau of Land Management and Project Fresh Start and budgeting it in personnel services and materials and services for program costs associated with these grants.

The **Central Dispatch Fund** is recognizing new Homeland Security grant money and budgeting it in materials and services and capital outlay to purchase communication equipment.

The effect of this Board Order is an increase in appropriations of \$6,495,992 including new revenues as detailed below:

Prior Year Revenue	\$ 175,788.
Fund Balance	880,451.
Federal Operating Grants	2,153,075.
State Operating Grants	2,460,311.
Local Government & other Agencies	390,951.
Charge for Services	95,985.
Miscellaneous Revenue	160,431.
Interfund Transfers	<u>179,000.</u>
Total Recommended	<u>\$ 6,495,992.</u>

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached resolution order and Exhibit A to maintain an accurate budget.

Sincerely,



Diane D. Padilla
Budget Manager

For information on this issue or copies of attachments
please contact Diane Padilla at (503) 742-5425

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

A RESOLUTION OF THE CLACKAMAS
COUNTY BOARD OF COMMISSIONERS
PROVIDING AUTHORIZATION TO
APPOPRIATE GRANTS FOR SPECIFIC
PURPOSES WITHIN THE FISCAL
YEAR 2011-12



Resolution No. _____

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2011 through June 30, 2012, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . County School Fund
- . County Library Fund
- . Sheriff Fund
- . Code Enforcement and Sustainability Fund
- . Clackamas Mental Health Organization Fund
- . Social Services Fund
- . Community Solutions for Clackamas County Fund
- . Community Health Fund
- . Juvenile Fund
- . Central Dispatch Fund;

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.326, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

ADOPTED this 14th day of June, 2012

By the BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

NEW SPECIFIC PURPOSE REVENUE REQUESTS

Exhibit A

Prior Year Revenue	\$ 175,788.
Fund Balance	880,451.
Federal Operating Grants	2,153,075.
State Operating Grants	2,460,311.
Local Government & Other Agencies	390,951.
Charge for Services	95,985.
Miscellaneous Revenue	160,431.
Interfund Transfers	<u>179,000.</u>
Total Recommended	<u>\$ 6,495,992.</u>

COUNTY SCHOOL FUND

Revenue:	
Federal Operating Grants	\$ 250,000.
Total	<u>\$ 250,000.</u>
Expense:	
Materials and Services	\$ 250,000.
Total	<u>\$ 250,000.</u>

County School Fund is recognizing receipt of higher than anticipated revenue from US Forest Service and increasing the materials and services appropriation to pass the additional funds through to county schools.

COUNTY LIBRARY FUND

Revenue:	
Interfund Transfer	\$ 179,000.
Total	<u>\$ 179,000.</u>
Expense:	
Capital Outlay	\$ 179,000.
Total	<u>\$ 179,000.</u>

County Library Fund is recognizing an interagency transfer from the Library District and appropriating it in capital outlay for the Sunnyside Village Library construction project.

SHERIFF FUND

Revenue:	
Federal Operating Grants	\$ 100,000.
Total	<u>\$ 100,000.</u>
Expense:	
Materials and Services	\$ 7,500.
Capital Outlay	<u>92,500.</u>
Total	<u>\$ 100,000.</u>

Sheriff Fund is recognizing grant revenue from Community Oriented Policing Services and Urban Area Security Initiative and budgeting to purchase drug surveillance and other authorized equipment.

CODE ENFORCEMENT AND SUSTAINABILITY FUND

Revenue:	
Federal Operating Grants	\$ 400,000.
Total	<u>\$ 400,000.</u>
Expense:	
Materials and Services	\$ 175,000.
Capital Outlay	<u>225,000.</u>
Total	<u>\$ 400,000.</u>

Code Enforcement and Sustainability Fund is recognizing American Recovery and Reinvestment Act grant funding and appropriating it in materials and services and capital outlay for program expenses.

CLACKAMAS MENTAL HEALTH ORGANIZATION FUND

Revenue:	
State Operating Grants	\$ 423,029.
Total	<u>\$ 423,029.</u>
Expense:	
Materials and Services	\$ 423,029.
Total	<u>\$ 423,029.</u>

Clackamas Mental Health Organization Fund is recognizing recently awarded revenue from the State of Oregon and appropriating it in materials and services for program expenses.

SOCIAL SERVICES FUND

Revenue:	
Federal Operating Grants	\$ 700,333.
State Operating Grants	459,364.
Local Government & Other Agencies	<u>18,636.</u>
Total	<u>\$ 1,178,333.</u>
Expense:	
Personnel Services	\$ 126,926.
Materials and Services	<u>1,051,407.</u>
Total	<u>\$ 1,178,333.</u>

Social Services Fund is recognizing grant funding from Oregon Housing and Community Services, United Way and Senior Medicare Patrol and budgeting for client expenses and related costs associated with these grants.

COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY FUND

Revenue:	
Federal Operating Grants	\$ 300,000.
Local Government & Other Agencies	<u>120,000.</u>
Total	<u>\$ 420,000.</u>
Expense:	
Personnel Services	\$ (50,000.)
Materials and Services	<u>470,000.</u>
Total	<u>\$ 420,000.</u>

Community Solutions For Clackamas County Fund is recognizing funding from Northwest Natural Gas and the Department of Energy American Recovery and Reinvestment Act and budgeting for program expenses. This fund is also transferring from personnel services to materials and services for program administration costs.

COMMUNITY HEALTH FUND

Revenue:	
Prior Year Revenue	\$ 175,788.
Fund Balance	880,451.
Federal Operating Grants	264,742.
State Operating Grants	1,577,918.
Local Government & Other Agencies	252,315.
Charge for Services	86,785.
Miscellaneous Revenue	<u>160,431.</u>
Total	<u>\$ 3,398,430.</u>
Expense:	
Personnel Services	\$ 196,665.
Materials and Services	2,869,312.
Capital Outlay	<u>332,453.</u>
Total	<u>\$ 3,398,430.</u>

Community Health Fund is recognizing grant related adjustments in a variety of programs and budgeting for program expenses.

JUVENILE FUND

Revenue:		
Federal Operating Grants	\$	18,000.
Charge for Services		<u>9,200.</u>
Total	\$	<u>27,200.</u>
Expense:		
Personnel Services	\$	3,000.
Materials and Services		<u>24,200.</u>
Total	\$	<u>27,200.</u>

Juvenile Fund is recognizing grant revenue from the Office of Sustainability, Workforce Investment Act, Bureau of Land Management and Project Fresh Start and budgeting it in personnel services and materials and services for program costs associated with these grants.

CENTRAL DISPATCH FUND

Revenue:		
Federal Operating Grants	\$	<u>120,000.</u>
Total	\$	<u>120,000.</u>
Expense:		
Materials and Services	\$	100,000.
Capital Outlay		<u>20,000.</u>
Total	\$	<u>120,000.</u>

Central Dispatch Fund is recognizing new Homeland Security grant money and budgeting it in materials and services and capital outlay to purchase communication equipment.



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

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

June 21, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Resolution for Clackamas County for
Transfer of Appropriations for Fiscal Year 2011-2012**

Periodically during the fiscal year it is necessary to transfer appropriations between the major spending categories (personnel services, materials and services, debt service, interfund transfer, capital outlay and other requirements) to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.450. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution order accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The **General Fund - Non Departmental** is transferring from contingency to both the Road and Sheriff Funds for the interfund transfer distribution from the Justice Court Fund.

The **Building Codes Fund** is transferring from contingency to personnel services and materials and services for additional temporary workers, internal county services and equipment repairs and maintenance expenses.

The **Business and Economic Development Fund** is moving expenditures between materials and services, contingency and personnel services for higher than anticipated costs due to personnel changes within the administrative unit and marketing material costs.

The **Library Services Fund** is transferring from personnel services and contingency to materials and services and capital outlay for higher than expected requests from city libraries for reimbursable purchases and dark fiber project costs.

The **Road Fund** is recognizing interfund transfer revenue from the Justice Court Fund through the General Fund and budgeting for Safe Community program expenses.

The **Sheriff Fund** recognizing interfund transfer revenue from the Justice Court Fund through the General Fund and budgeting for traffic safety equipment.

The **Code Enforcement and Sustainability Fund** is transferring between personnel services, materials and services, capital outlay and contingency to provide for an interfund transfer to the Dog Services Fund, early completion of building improvements associated with an American Recovery and Reinvestment Act grant and a small allowance for additional payroll cost should it be needed before year end.

The **Countywide Transportation SDC Fund** is transferring from contingency to materials and services for higher than anticipated software maintenance expense.

The **Clackamas County Mental Health Organization Fund** is transferring from materials and services to make an interfund transfer to the **Community Health Fund**.

The **Dog Services Fund** is recognizing interfund transfer revenue from Code Enforcement and Sustainability Fund to compensate for lower than expected fund balance. This fund is also transferring from personnel services to materials and services to better reflect expenditures during the year.

The **Community Health Fund** is realigning revenues and transferring from personnel services and materials and services to contingency and capital outlay. This fund is also making an interfund transfer to the **Children, Youth and Families Fund** to help support a position.

The **Capital Projects Reserve Fund** is transferring from capital outlay to materials and services to more closely align with actual expenditures on projects.

The **Clackamas Broadband Innovation Initiative Fund** is transferring from materials and services to personnel services and capital outlay to better align the budget with grant guidelines.

The **Facilities Management Fund** is transferring from contingency to materials and services and capital outlay for vehicle and building repair and maintenance expenses.

The **Technology Services Fund** is transferring from capital outlay and materials and services to personnel services for higher than anticipated overtime and fringe benefit costs.

The **Sheriff's Retiree Medical Fund** is transferring from contingency to materials and services for higher than expected medical insurance premiums due to a higher number of retirements in the Sheriff's Office.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached resolution order and Exhibit A to maintain an accurate budget.

Sincerely,



Diane D. Padilla
Budget Manager

For information on this issue or copies of attachments
please contact Diane Padilla at (503) 742-5425

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

A RESOLUTION OF THE CLACKAMAS
COUNTY BOARD OF COMMISSIONERS
PROVIDING AUTHORIZATION TO
TRANSFER APPROPRIATIONS WITHIN
THE FISCAL YEAR 2011-12



Resolution No. _____
(page 1 of 2)

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from appropriation category to another;

WHEREAS, transfer of appropriations for the period of July 1, 2011 through June 30, 2012, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . General Fund - Non Departmental
 - Road Fund
 - Sheriff Fund
- . Building Codes Fund
- . Business and Economic Development Fund
- . Library Services Fund
- . Road Fund
- . Sheriff Fund
- . Code Enforcement and Sustainability Fund
- . Countywide Transportation SDC Fund
- . Clackamas Mental Health Organization Fund
- . Dog Services Fund
- . Community Health Fund
- . Capital Projects Reserve Fund
- . Clackamas Broadband Innovation Initiative Fund
- . Facilities Management Fund
- . Technology Services Fund
- . Sheriff's Retiree Medical Fund,

WHEREAS, transfer of appropriations for the period of July 1, 2011 through June 30, 2012, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

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

A RESOLUTION OF THE CLACKAMAS
COUNTY BOARD OF COMMISSIONERS
PROVIDING AUTHORIZATION TO
TRANSFER APPROPRIATIONS WITHIN
THE FISCAL YEAR 2011-12



Resolution No. _____
(page 2 of 2)

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.450, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

ADOPTED this 21st day of June, 2012

By the BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUESTS

Exhibit A

GENERAL FUND- NON DEPARTMENTAL

Decrease:		
Contingency		\$ 205,663.
Total		<u>\$ 205,663.</u>
Increase:		
Interfund Transfer		\$ 205,663.
Total		<u>\$ 205,663.</u>

Transferring from contingency to both the Road and Sheriff Funds for the interfund transfer distribution from the Justice Court Fund.

BUILDING CODES FUND

Decrease:		
Contingency		\$ 55,000.
Total		<u>\$ 55,000.</u>
Increase:		
Personnel Services		\$ 25,000.
Materials & Services		30,000.
Total		<u>\$ 55,000.</u>

Transferring from contingency to personnel services and materials and services for additional temporary workers, internal county services and equipment repairs and maintenance expenses.

BUSINESS & ECONOMIC DEVELOPMENT FUND

Decrease:		
Materials and Services		\$ 13,895.
Contingency		16,105.
Total		<u>\$ 30,000.</u>
Increase:		
Personnel Services		\$ 30,000.
Total		<u>\$ 30,000.</u>

Moving expenditures between materials and services, contingency and personnel services for higher than anticipated costs due to personnel changes within the administrative unit and marketing material costs.

LIBRARY SERVICES FUND

Decrease:		
Personnel Services	\$	65,000.
Contingency		<u>24,457.</u>
Total	\$	<u>89,457.</u>
Increase:		
Materials and Services	\$	24,457.
Capital Outlay		<u>65,000.</u>
Total	\$	<u>30,000.</u>

Transferring from personnel services and contingency to materials and services and capital outlay for higher than expected requests from city libraries for reimbursable purchases and dark fiber project costs

ROAD FUND

Increase:		
Revenue		
Interfund Transfer	\$	<u>51,416.</u>
Total	\$	<u>51,416.</u>
Increase:		
Expenses		
Personnel Services	\$	21,416.
Materials and Services		<u>30,000.</u>
Total	\$	<u>51,416.</u>

Recognizing interfund transfer revenue from the Justice Court Fund through the General Fund and budgeting for Safe Community program expenses.

SHERIFF FUND

Increase:		
Revenue		
Interfund Transfer	\$	<u>154,247.</u>
Total	\$	<u>154,247.</u>
Increase:		
Expenses		
Materials and Services	\$	79,247.
Capital Outlay		<u>75,000.</u>
Total	\$	<u>154,247.</u>

Recognizing interfund transfer revenue from the Justice Court Fund through the General Fund and budgeting for traffic safety equipment.

CODE ENFORCEMENT & SUSTAINABILITY FUND

Decrease:		
Materials and Services	\$	30,000.
Contingency		<u>300,000.</u>
Total	\$	<u>330,000.</u>

Increase:		
Personnel Services	\$	5,000.
Interfund Transfer		25,000.
Capital Outlay		<u>300,000.</u>
Total	\$	<u>330,000.</u>

Transferring between personnel services, materials and services, capital outlay and contingency to provide for an interfund transfer to the Dog Services Fund, early completion of building improvements associated with an American Recovery and Reinvestment Act grant and a small allowance for additional payroll cost should it be needed before year end.

COUNTYWIDE TRANSPORTATION SDC FUND

Decrease:		
Contingency	\$	50,000.
Total	\$	<u>50,000.</u>

Increase:		
Materials & Services	\$	50,000.
Total	\$	<u>50,000.</u>

Transferring from contingency to materials and services for higher than anticipated software maintenance expense.

CLACKAMAS COUNTY MENTAL HEALTH ORGANIZATION FUND

Decrease:		
Materials and Services	\$	655,108.
Total	\$	<u>655,108.</u>

Increase:		
Interfund Transfer	\$	655,108.
Total	\$	<u>655,108.</u>

Transferring from materials and services to make an interfund transfer to the Community Health Fund.

DOG SERVICES FUND

Increase:		
Revenue		
Interfund Transfer	\$	25,000.
Total	\$	<u>25,000.</u>
Decrease:		
Revenue		
Fund Balance	\$	25,000.
Total	\$	<u>25,000.</u>
Increase:		
Expenses		
Materials and Services	\$	85,000.
Total	\$	<u>85,000.</u>
Decrease:		
Expenses		
Personnel Services	\$	85,000.
Total	\$	<u>85,000.</u>

Recognizing interfund transfer revenue from Code Enforcement and Sustainability Fund to compensate for lower than expected fund balance. This fund is also transferring from personnel services to materials and services to better reflect expenditures during the year.

COMMUNITY HEALTH FUND

Decrease:		
Personnel Services	\$	676,047.
Materials and Services		2,413,886.
Total	\$	<u>3,089,933.</u>
Increase:		
Intefund Transfer	\$	15,000.
Capital Outlay		101,421.
Contingency		2,973,512.
Total	\$	<u>3,089,933.</u>

Realigning revenues and transferring from personnel services and materials and services to contingency and capital outlay. This fund is also making an interfund transfer to the Children, Youth and Families Fund to help support a position.

CAPITAL PROJECTS RESERVE FUND

Decrease:		
Capital Outlay		\$ 450,000.
Total		<u>\$ 450,000.</u>

Increase:		
Materials & Services		\$ 450,000.
Total		<u>\$ 450,000.</u>

Transferring from capital outlay to materials and services to more closely align with actual expenditures on projects.

CLACKAMAS BROADBAND INNOVATION INITIATIVE FUND

Decrease:		
Materials and Services		\$ 3,331,649.
Total		<u>\$ 3,331,649.</u>

Increase:		
Personnel Services		\$ 44,000.
Capital Outlay		<u>3,287,649.</u>
Total		<u>\$ 3,331,649.</u>

Transferring from materials and services to personnel services and capital outlay to better align the budget with grant guidelines.

FACILITIES MANAGMENT FUND

Decrease:		
Contingency		\$ 77,352.
Total		<u>\$ 77,352.</u>

Increase:		
Materials and Services		\$ 73,852.
Capital Outlay		<u>3,500.</u>
Total		<u>\$ 77,352.</u>

Transferring from contingency to materials and services and capital outlay for vehicle and building repair and maintenance expenses.

TECHNOLOGY SERVICES FUND

Decrease:		
	Materials and Services	\$ 156,500.
	Capital Outlay	85,000.
	Total	<u>\$ 241,500.</u>
Increase:		
	Personnel Services	\$ 241,500.
	Total	<u>\$ 241,500.</u>

Transferring from capital outlay and materials and services to personnel services for higher than anticipated overtime and fringe benefit costs.

SHERIFF'S RETIREE MEDICAL FUND

Decrease:		
	Contingency	\$ 160,000.
	Total	<u>\$ 160,000.</u>
Increase:		
	Materials and Services	\$ 160,000.
	Total	<u>\$ 160,000.</u>

Transferring from contingency to materials and services for higher than expected medical insurance premiums due to a higher number of retirements in the Sheriff's Office.



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 21, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment #1 to the Work and Financial Plan between
Clackamas County and United States Department of Agriculture
Animal and Plant Health Inspection Service
Wildlife Services (APHIS-WS) for FY 2011-2012**

Clackamas County has an ongoing agreement (Cooperative Service Agreement 09-73-41) with APHIS-WS for County Trapper Services. The agreement provides predator control where livestock and public health and safety are jeopardized. The historically significant County Trapper/predator control service continues to be an essential activity still supported by the County budget. Upon signature and completion of the annual Work and Financial Plan, early in the fiscal year, Clackamas County makes a payment to the USDA for program activities. In past years the agreement beginning and ending dates (July 1-June 30) coincided with the County (and State) fiscal year.

An accounting system transition in the USDA now requires that they have written approval from their "cooperators to spend any remaining balance from the previous year's Work and Financial Plan". This amendment asks the County to extend the period of performance and fund spending for the FY 2011-2012 plan to September 30, 2012 (the federal fiscal year end). The USDA states that this will allow them "to 'bridge' the time between now and when Clackamas County is able to make a decision on funding for the 7/1/12-6/30/13 year and sign the new Work and Financial Plan".

The attached amendment to the Work and Financial Plan for the fiscal year 2011-2012 has no budget impact and all other portions of the intergovernmental agreement remain unchanged.

The attached documents have been reviewed and approved by County Counsel.

RECOMMENDATION

Staff respectfully recommends the Board approve Amendment #1 to the Work and Financial Plan for FY 2011-2012 for County predator control.

Sincerely,

Marc S. Gonzales
Finance Director

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



CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

June 14, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**APPROVAL OF INTERGOVERNMENTAL AGREEMENT
BETWEEN THE STATE DEPARTMENT OF CORRECTIONS
AND CLACKAMAS COUNTY**

The attached Intergovernmental Agreement between the State Department of Corrections and Clackamas County. The IGA is required for any county receiving Community Corrections funds. It adopts the Community Corrections Biennial Plan for 2012-13, which will be for a one year term instead of two. The plan details Community Corrections' priorities, goals, and budget for the upcoming biennium. The plan represents a continuation of the current 2011-12 biennium plan Community Corrections programs. The preceding is dependent on the State allocation for funding.

County Counsel has reviewed and approved the Intergovernmental Agreement content. The Intergovernmental Agreement and Biennial Plan will be amended to reflect the final State budget, as needed, when that determination is made.

Recommendation:

Staff respectfully requests that the Board approve the Intergovernmental Agreement between Clackamas County and the State Department of Corrections and submission of the 2012-13 Biennial Plan.

Sincerely,

Captain Chris Hoy,
Director

For more information on this or copies of attachments
Please contact Heidi Dew 503-655-8393

**AMENDMENT No. 1 to
INTERGOVERNMENTAL AGREEMENT #4533
between
STATE OF OREGON
and
CLACKAMAS COUNTY**

This Amendment No. 1 (the "Amendment"), effective as of the last date of signature below, to Intergovernmental Agreement No. 4533, effective July 1, 2011, (the "Agreement") is entered into between the State of Oregon acting by and through its Department of Corrections ("DEPARTMENT"), and Clackamas County ("COUNTY").

1. The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by [brackets]):

- 1.1 Section I. B of the Agreement is hereby amended as follows:

B. Budget Summary: The part of the County Corrections Plan that reflects the amount of County Corrections Grant funds granted by DEPARTMENT to COUNTY to implement the programs in the Plan. The Budget Summary for the period July 1, 2011 to June 30, 2012, is attached to this Agreement as Exhibit A. The Budget Summary for the period July 1, 2012 through June 30, 2013, is attached to this Agreement as Exhibit C in the amount of \$5,732,407.00.

- 1.2 Section II.B, of the Agreement is hereby amended as follows:

B Duration

This Agreement will become effective on **July 1, 2011**, and will remain in effect until **June 30, [2012] 2013** or until terminated according to Section X (*Termination*). [and in no event longer than **one (1)** year from the date of execution].

- 1.3 Section V.E. 3. of the Agreement is hereby amended as follows:

Community Corrections Programs, OAR 291-031-0005 through [OAR 291-031-0260] OAR 291-031-0360.

- 1.4 Section V.E. 10 of the Agreement is hereby amended as follows:

Interstate Compact, OAR 291-180-0106 through [OAR 291-180-0665] OAR 291-180-0275.

- 1.5 The first paragraph of Section VII.D. of the Agreement is hereby amended as follows:

For the period July 1, 2011, to June 30, 2012, the [The] DEPARTMENT will disburse to COUNTY one fourth of the County Correction Grant Funds authorized under this Agreement to the COUNTY contact described in this paragraph. Disbursements will be made within 15 days of each of the following dates: 7/1/11, 10/1/11, 1/1/12, and 4/1/12. For the period of July 1, 2012 through June 30, 2013, the DEPARTMENT will disburse to COUNTY one fourth of the County Correction Grant Funds authorized under this Agreement to the COUNTY contact described in this paragraph. Disbursements will be made within 15 days of each of the following dates: 7/1/12, 10/1/12, 1/1/13, and 4/1/13.

2. Except as expressly amended above, all other terms and conditions of the Agreement are still in full effect. COUNTY certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the effective date of this Amendment and with the same effect as

though made at the time of this Amendment.

3. This Amendment may be executed in any number of counterparts, by facsimile or otherwise, each of which shall be deemed to be an original, but all together shall constitute but one and the same instrument.

4. Capitalized terms used but not defined herein have the meanings ascribed in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on their behalf by their duly authorized representatives on the dates indicated after their signatures.

OREGON DEPARTMENT OF CORRECTIONS

CLACKAMAS COUNTY

Ginger Martin, Asst. Director Date
Community Corrections

Signature Date

Legal Sufficiency Review: /s/ Keith Kutler, AAG 4/25/12

Clackamas County Community Corrections
2012-2013 Community Corrections Budget Summary

Program Name	Grant in Aid Fund	Measure 57	Release Subsidy Fund	Other Funds and Fees	Total
FS Admin	\$637,941.00			\$212,647.00	\$850,588.00
RS Admin	\$368,173.00			\$122,725.00	\$490,898.00
FS Support Staff	\$605,554.00			\$201,852.00	\$807,406.00
RS Support Staff	\$55,732.00			\$18,578.00	\$74,310.00
Materials & Services	\$1,058,593.00			\$277,396.00	\$1,335,989.00
General Team/RSU	\$652,925.00			\$703,150.00	\$1,356,075.00
Women's Team	\$150,676.00			\$150,674.00	\$301,350.00
DV Team	\$50,225.00			\$452,025.00	\$502,250.00
Sex Offender Team	\$200,900.00			\$200,900.00	\$401,800.00
SO Treatment				\$97,500.00	\$97,500.00
SO Polygraph Examinations				\$5,000.00	\$5,000.00
Specialty Courts	\$25,100.00			\$125,500.00	\$150,600.00
Mental Health Caseload	\$50,225.00			\$50,224.00	\$100,449.00
Haven House				\$102,500.00	\$102,500.00
MH & Substance Abuse Evals				\$10,867.00	\$10,867.00
Restitution Caseload	\$25,113.00			\$25,112.00	\$50,225.00
Gang Caseload	\$50,225.00			\$50,225.00	\$100,450.00
Transitional/ALP/SB1156	\$50,225.00			\$50,225.00	\$100,450.00
PSI				\$50,225.00	\$50,225.00
Misd. Dull Caseload				\$100,450.00	\$100,450.00
Victim Services				\$84,439.00	\$84,439.00
Community Service				\$414,042.00	\$414,042.00
Cog Skills Programs				\$27,000.00	\$27,000.00
Employment Services				\$73,278.00	\$73,278.00
Emergency Subsidy	\$46,317.00		\$18,683.00		\$65,000.00
BTC Housing/Mentor Program				\$562,470.00	\$562,470.00
Work Release	\$983,990.00			\$626,500.00	\$1,610,490.00
Residential Center/Mens CSAP	\$583,861.00	\$199,710.00		\$465,956.00	\$1,249,527.00
Women's CSAP	\$103,786.00	\$96,075.00		\$132,914.00	\$332,775.00
IDP	\$14,162.00			\$111,656.00	\$125,818.00
HOPE				\$290,522.00	\$290,522.00
					\$0.00
Total	\$5,713,723.00	\$295,785.00	\$18,683.00	\$5,796,552.00	\$11,824,743.00



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

June 28, 2012

Board of Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

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

DESIGNATION OF NEWSPAPER FOR 2012 PROPERTY
TAX FORECLOSURE PUBLICATION

To institute foreclosure proceedings, the County is required by Oregon statute to serve notice of intent to foreclose, either by certified mail and publication or in person. The County has chosen the first method and rotates publication of the foreclosure list among the two County newspapers that historically have the greatest circulation: The Clackamas Review and the Lake Oswego Review. This year, the newspaper proposed for publication is The Clackamas Review.

The projected cost of publication in The Clackamas Review is included in Assessment and Taxation's 2012-2013 budget for publication.

Recommendation

Staff recommends that the Board of County Commissioners approve the designation of The Clackamas Review to publish the 2012 tax foreclosure list.

Respectfully submitted,

Kathleen J. Rastetter
Senior County Counsel



Debbie McCoy
Manager

CABLE COMMUNICATIONS

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

June 21, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER FOR RENEWAL OF THE CABLE TELEVISION FRANCHISE AGREEMENT FOR
USE OF THE COUNTY RIGHTS-OF-WAY BY CLEAR CREEK MUTUAL TELEPHONE COMPANY
DBA CLEAR CREEK COMMUNICATIONS**

The County has concluded negotiations with Clear Creek Mutual Telephone Company dba Clear Creek Communications, with terms and conditions for use of the County's rights-of-way to provide a cable communications system to residents in unincorporated Clackamas County. A map of the area to be served is represented as Exhibit A in the franchise agreement. Clear Creek Communications will pay franchise fees, the same as other cable television providers, of 5% of gross revenues.

Provisions of the Franchise Agreement include broadcast of up to three (3) Public, Educational and Government (PEG) Access channels and up to three (3) additional channels may be required upon request of the Board of County Commissioners when expansion criteria for channel capacity is met. Also included are customer service standards and interconnection requirements with all other contiguous cable systems in Clackamas County in addition to providing internet and cable television services to Clackamas County Fire District #1 and the Oregon City School District as well as future public facilities within the Franchise area passed by the Cable System. The cable company has also agreed to support PEG Access and Institutional Networks (I-Net) with a monthly contribution of \$1.00 per subscriber.

RECOMMENDED ACTION:

Staff respectfully recommends the Board approve the Cable Television Franchise Renewal Agreement with Clear Creek Communications for a term of twelve (12) years from the effective date as specified in Section 3.3.

County Counsel has seen and approved the attached Board Order

David Anderson, Assistant County Counsel

Respectfully submitted,

Debbie McCoy, Manager
Cable Communications

rc

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

In the Matter of a Renewal
Of the Cable Television
Franchise Agreement For Use of the
County Rights-of-Way By
Clear Creek Mutual Telephone
Company dba Clear Creek
Communications

}

ORDER NO.

This matter coming on at this time, and it appearing that Clear Creek Mutual Telephone Company dba Clear Creek Communications has been providing cable television service utilizing the County rights-of-way pursuant to a franchise agreement that expires on June 20, 2012; and

It further appearing that the County and Clear Creek Communications have conducted negotiations as provided by federal law concerning the franchise renewal; and

It further appearing that the issuance of a renewal subject to the terms and conditions of the attached Franchise Agreement would be in the best interests of the citizens of the County;

NOW, THEREFORE, IT IS HEREBY ORDERED that the attached Franchise Agreement be approved and executed, and be subject to the terms and conditions as specified in the Agreement for a term of twelve (12) years as specified in Section 3.3.

DATED this _____ day of June, 2012.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

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

June 14, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Resolution for Clackamas County Extension & 4-H Service District for
Transfer of Appropriations for Fiscal Year 2011-2012**

Periodically during the fiscal year it is necessary to transfer appropriations between the major spending categories (personnel services, materials and services, debt service, interfund transfer, capital outlay and other requirements) to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.450. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.


The attached resolution order accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The **Clackamas County Extension & 4-H Service District Fund** is transferring from contingency to materials and services to cover higher than anticipated construction costs.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached board order and Exhibit A to maintain an accurate budget.

Sincerely,


Diane D. Padilla
Budget Manager

For information on this issue or copies of attachments
please contact Diane Padilla at (503) 742-5425

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

A RESOLUTION OF THE CLACKAMAS
COUNTY BOARD OF COMMISSIONERS
PROVIDING AUTHORIZATION TO
TRANSFER APPROPRIATIONS WITHIN
THE FISCAL YEAR 2011-12



Resolution No. _____

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from appropriation category to another;

WHEREAS, transfer of appropriations for the period of July 1, 2011 through June 30, 2012, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

. Clackamas County Extension & 4-H Service District,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.450, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

ADOPTED this 14th day of June, 2012

By the BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUESTS

Exhibit A

CLACKAMAS COUNTY EXTENSION & 4 H SERVICE DISTRICT FUND

Increase:

Expenses

Materials & Services

\$ 535,000.

Total

\$ 535,000.

Decrease:

Expenses

Contingency

\$ 535,000.

Total

\$ 535,000.

Transferring from contingency to materials and services to cover higher than anticipated construction costs.



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

June 14, 2012

Board of County Commissioners, acting as Clackamas County Development Agency Board
Clackamas County

Members of the Board:

**A Resolution Authorizing Transfer of
Appropriations for Fiscal Year 2011-2012 for
the Clackamas County Development Agency**

Periodically during the fiscal year it is necessary to transfer appropriations between the major spending categories (personal services, materials and services, debt service, interfund transfer, capital outlay and other requirements) to more accurately reflect the changing requirements of the department.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.450. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The **Clackamas Industrial Area Operating Fund** is transferring from Capital Outlay to Materials and Services in order to cover unanticipated project related costs.

The **North Clackamas Revitalization Area Operating Fund** is transferring from Capital Outlay to Materials and Services to cover unanticipated project related costs.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached Resolution and Exhibit A to maintain an accurate budget.

Sincerely,

Dan Johnson
Development Agency Manager

For information on this issue or copies of attachments
please contact Dan Johnson at (503) 742-4325

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

A Resolution Authorizing Transfer
of Appropriations for Fiscal Year
2011-2012 for the Clackamas
County Development Agency



Resolution No.
Page 1

WHEREAS, during the fiscal year, changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from appropriation category to another.

WHEREAS, transfer of appropriations for the period of July 1, 2011 through June 30, 2012 is necessary to continue to prudently manage the distribution of those expenditures.

WHEREAS, the funds being adjusted are:

Clackamas Industrial Area Operating Fund
North Clackamas Revitalization Area Operating Fund

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, acting as Clackamas County Development Agency Board, THAT:

Pursuant to its authority under ORS 294.450, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

ADOPTED this ____ day of June, 2012

**BOARD OF COUNTY COMMISSIONERS,
Acting as the Clackamas County Development Agency Board**

Chair

Recording Secretary

TRANSFER REQUESTS

Exhibit A

CLACKAMAS INDUSTRIAL AREA OPERATING FUND

Decrease:		
Construction/Capital		<u>\$ 100,000.</u>
Total		<u>\$ 100,000.</u>
Increase:		
Materials and Services		<u>\$ 100,000.</u>
Total		<u>\$ 100,000.</u>

Transfer from Capital Construction to Materials and Services for unanticipated project related costs.

NORTH CLACKAMAS REVITALIZATION AREA OPERATING FUND

Decrease:		
Construction/Capital		<u>\$ 145,000.</u>
Total		<u>\$ 145,000.</u>
Increase:		
Materials and Services		<u>\$ 145,000.</u>
Total		<u>\$ 145,000.</u>

Reallocation from Capital Construction to Materials and Services for unanticipated project related costs.



 **COPY**
GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

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

21
June 14, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Resolution for Clackamas County Library Service District for
Transfer of Appropriations for Fiscal Year 2011-2012**

Periodically during the fiscal year it is necessary to transfer appropriations between the major spending categories (personnel services, materials & services, debt service, interfund transfers, capital outlay and other requirements) to more accurately reflect the changing requirements of the District.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.450. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution order accomplishes the above mentioned changes as requested by the District in keeping with a legally accurate budget.

The **Library Service District Fund** is transferring from materials & services to interfund transfers to adjust for the change in the distribution of revenue due to the annexation of Damascus into the Library Service District.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached resolution order and Exhibit A to maintain a legally accurate budget.

Sincerely,

Laura L. Zentner
BCS Deputy Director

For information on this issue or copies of attachments
please contact Laura Zentner at (503) 742-4351

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

A RESOLUTION OF THE CLACKAMAS
COUNTY BOARD OF COMMISSIONERS
PROVIDING AUTHORIZATION TO
TRANSFER APPROPRIATIONS WITHIN
THE LIBRARY SERVICE DISTRICT'S
FISCAL YEAR 2011-12 BUDGET



Resolution No. _____

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from appropriation category to another;

WHEREAS, transfer of appropriations for the period of July 1, 2011 through June 30, 2012, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of the Clackamas County Library Service District residents;

WHEREAS, the funds being adjusted are:

Clackamas County Library Service District Fund

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under ORS 294.450, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made part of this Resolution.

ADOPTED this ²¹/~~14~~ day of June, 2012

By the BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUESTS

Exhibit A

CLACKAMAS COUNTY LIBRARY SERVICE DISTRICT FUND

Decrease:

Materials & Services	\$ 179,000.
Total	<u>\$ 179,000.</u>

Increase:

Interfund Transfer	\$ 179,000.
Total	<u>\$ 179,000.</u>

Transferring from materials & services to interfund transfers due to the annexation of Damascus into the Library Service District of Clackamas County. The annexation of Damascus into the District changed the distribution of revenue within the Library Service District.



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment
Michael S. Kuenzi, P.E.
Director

June 14, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER FOR TRI-CITY SERVICE DISTRICT
TRANSFER OF APPROPRIATIONS FOR FISCAL YEAR 2012-12**

Periodically during the fiscal year it is necessary to transfer appropriations between the major spending categories (personal services, materials and services, debt service, interfund transfer, capital outlay and other requirements) to more accurately reflect the changing requirements of the service district.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.450. There is no financial impact incurred as a result of transfers, as appropriations for these amounts have been accomplished through the initial budget process.

The attached board order accomplishes the above mentioned changes in keeping with a legally accurate budget.

The **Tri-City Service District Operating Fund** is transferring from contingency to Materials and Services to pay for unanticipated operational expenses, expected to be incurred before the end of the fiscal year.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached board order and Exhibit A to maintain an accurate budget.

Sincerely,

Michael S. Kuenzi
Director

For information on this issue or copies of attachments, please contact Liz Garcia at (503) 742-4563

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

In the matter of the Transfer of
Appropriations within Tri-City Service
District 2011-12 Fiscal Year Budget.

}

ORDER NO.

THIS MATTER COMING on at
this time and it appearing to the Board of County Commissioners that the transfer of budgeted
appropriations within the Tri-City Service District 2011-12 Fiscal Year Budget is necessary to
continue to prudently manage the distribution of those resources and expenditures for the needs
of Tri-City Service District; and

THE FUND AFFECTED by the
transfers of budgeted appropriations described above being the

Tri-City Service District - Operating Fund, and

THIS BOARD being fully advised
in the premises; therefore

PURSUANT TO ORS 294.450,
attachments to this Board Order as set forth in Exhibit A, documenting the aforementioned
budget transfers are considered part of the approving resolution and are hereby approved.

Dated this 14th day of June, 2012.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUESTS

Exhibit A

Tri-City Service District – Operating Fund

Decrease:		
	Contingency	\$ 200,000.
	Total	<u>\$ 200,000.</u>
Increase:		
	Materials and Services	\$ 200,000.
	Total	<u>\$ 200,000.</u>

Transfer from Contingency to Materials and Services to pay for additional expenditures, associated with unanticipated operational expenses, which are expected to be incurred before the end of the 2011-12 fiscal year.



WATER ENVIRONMENT SERVICES

Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

June 14, 2012

21

Board of County Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER FOR CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
TRANSFER OF APPROPRIATIONS FOR FISCAL YEAR 2011-12**

Periodically during the fiscal year it is necessary to transfer appropriations between the major spending categories (personal services, materials and services, debt service, interfund transfer, capital outlay and other requirements) to more accurately reflect the changing requirements of the service district.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.450. There is no financial impact incurred as a result of transfers, as appropriations for these amounts have been accomplished through the initial budget process.

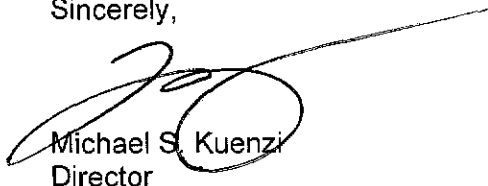
The attached board order accomplishes the above mentioned changes in keeping with a legally accurate budget.

The **Clackamas County Service District No. 1 Operating Fund** is transferring from contingency to Materials and Services to pay for additional expenditures associated with unanticipated additional sludge removal, which are expected to be incurred before the end of the fiscal year.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached board order and Exhibit A to maintain an accurate budget.

Sincerely,


Michael S. Kuenzi
Director

For information on this issue or copies of attachments, please contact Liz Garcia at (503) 742-4563

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

In the matter of the Transfer of
Appropriations within Clackamas
County Service District No. 1 2011-12
Fiscal Year Budget.



ORDER NO.

THIS MATTER COMING on at
this time and it appearing to the Board of County Commissioners that the transfer of budgeted
appropriations within the Clackamas County Service District No. 1 2011-12 Fiscal Year Budget
is necessary to continue to prudently manage the distribution of those resources and
expenditures for the needs of Clackamas County Service District No. 1; and

THE FUND AFFECTED by the
transfers of budgeted appropriations described above being the

Clackamas County Service District No. 1 - Operating Fund, and

in the premises; therefore

THIS BOARD being fully advised

attachments to this Board Order as set forth in Exhibit A, documenting the aforementioned
budget transfers are considered part of the approving resolution and are hereby approved.

PURSUANT TO ORS 294.450,

Dated this 14th day of June, 2012

21

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUESTS
Exhibit A

Clackamas County Service District No. 1 – Operating Fund

Decrease:		
	Contingency	\$ 450,000.
	Total	<u>\$ 450,000.</u>
Increase:		
	Materials and Services	\$ 450,000.
	Total	<u>\$ 450,000.</u>

Transfer from Contingency to Materials and Services to pay for additional expenditures, associated with the increased cost of sludge removal necessitated by reduced digester capacity, which are expected to be incurred before the end of the 2011-12 fiscal year.



Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

June 21, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**ENGINEERING SERVICES AGREEMENT BETWEEN
CLACKAMAS COUNTY SERVICE DISTRICT NO.1 AND BROWN & CALDWELL
FOR THE KELLOGG CREEK WATER POLLUTION CONTROL PLANT
DIGESTER MIXING SYSTEM REPLACEMENT PROJECT**

Over the past several years, District staff has experienced many process issues with the digester system at the Kellogg Creek Water Pollution Control Plant, including poor mixing within the digesters and an inability to consistently maintain and control the environment necessary to produce a Class B biosolid. These issues have resulted in the use of over \$300K in contingency funds to haul sludges directly to a vendor or another public agency that was willing to process and legally dispose of the biosolids.

The District budgeted funds for replacing the old process equipment in order to mitigate the operations challenges in the 2011-2012 and upcoming 2012-2013 budget. The District prepared and advertised a Request for Proposals for a design consultant in early 2012 and received three (3) proposals from qualified engineering firms. Following formal advertisement and review of the three (3) proposals submitted, the selection committee selected Brown & Caldwell Engineers as the most qualified and responsive proposal.

In order to expedite the design process and minimize the emergency hauling expenditures the Director authorized staff to proceed with the initial process assessment and engineering alternative under a small contract in an amount not to exceed \$50,000. Staff is now requesting that the Board authorize the award to Brown and Caldwell for the second phase of the work which includes the design, preparation of the bid and construction documents for the work, and for technical support services during construction.

RECOMMENDATION:

For these reasons, the District recommends that:

- 1) The Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of Clackamas County Service District No.1, ("District"), approve the agreement for professional engineering services for the Kellogg Creek Water Pollution Control Plant Digester Mix System Replacement Project, and;

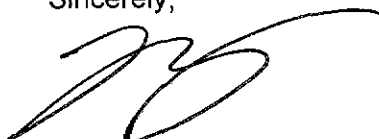
Board of Commissioners

June 21, 2012

Page 2

- 2) Authorize the Director of Water Environment Services to negotiate and execute phase two of the agreement for an amount not to exceed \$188,000 without further board action.

Sincerely,

A handwritten signature in black ink, appearing to be 'MK', written in a cursive style.

Michael Kuenzi, P.E.
Director

For more information on this issue or copies of attachments, please contact Trista Crase at 503-742-4566.

**AGREEMENT TO FURNISH PROFESSIONAL SERVICES
TO
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
FOR
Digester Mix and Heat System / Waste Gas Flare Replacement Project Phase 2**

THIS AGREEMENT TO FURNISH PROFESSIONAL SERVICES (this "Agreement"), made and entered into on this _____ day of _____ in the year 20____ by and between CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, a county service district formed under Oregon Revised Statutes ("ORS") 451 (the "DISTRICT") and Brown and Caldwell, Inc. (the "CONSULTANT").

RECITALS

WITNESSETH: That whereas the DISTRICT intends to engage the CONSULTANT to perform the professional services described on Exhibit A, on the schedule set forth on Exhibit B, each as attached hereto and incorporated by reference, hereinafter called the "PROJECT."

Digester Mix and Heat System / Waste Gas Flare Replacement Project Phase 2

NOW, THEREFORE, the DISTRICT and the CONSULTANT for the considerations hereinafter set forth agree as follows:

ARTICLE 1 - SERVICES OF THE CONSULTANT

The CONSULTANT agrees to perform, in accordance with applicable District, local, state and federal laws, statutes, ordinances, rules and regulations, professional services in connection with the PROJECT as stated and defined in Exhibit A (the "Services").

ARTICLE 2 - DISTRICT'S RESPONSIBILITIES

Unless otherwise specifically modified in Exhibit A the DISTRICT will:

- 2.1 Provide adequate information to the CONSULTANT regarding the DISTRICT's requirements for the PROJECT.
- 2.2 Assist the CONSULTANT by making available all reasonably available information and technical data pertinent to the PROJECT.
- 2.3 Obtain approvals and permits from governmental authorities having jurisdiction over the PROJECT, and such approvals and consents from others as may be necessary for

completion of the PROJECT (excepting any personal qualifications or certifications required for CONSULTANT to perform the work contemplated hereunder).

ARTICLE 3 – CONSULTANT’S RESPONSIBILITIES

3.1 The CONSULTANT agrees to complete the Services according to the schedule set forth in Exhibit B (the “Schedule”). If the DISTRICT has requested significant modifications or changes in the scope of the PROJECT pursuant to Section 3.3, the time of performance of the CONSULTANT’s services and for the CONSULTANT’s compensation shall be adjusted accordingly.

3.2 Standards of Performance

3.2.1 The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by a competent member of CONSULTANT’s profession.

3.2.2 CONSULTANT shall be responsible for the accuracy of its services and documents resulting there from, and DISTRICT shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct such deficiencies in breach of the foregoing standard of care without additional compensation, except to the extent such action is solely attributable to deficiencies in DISTRICT-furnished information.

3.2.3 CONSULTANT and DISTRICT shall comply with applicable Laws or Regulations and DISTRICT-mandated standards.

3.3 Notice of Changes

In the normal course of administering the work under this Agreement, the DISTRICT may give written directives to the CONSULTANT, which may constitute a change to the Services or Schedule. If an instruction, directive or decision is given that the CONSULTANT believes is a change in scope or schedule, the CONSULTANT shall notify the DISTRICT within seven (7) calendar days of receiving such directive or instruction. The notice shall state the general nature of the change, but need not include a detailed cost or impact estimate. Failure to give timely written notice relieves the DISTRICT from any obligation to adjust the contract amount, scope or schedule as an amendment to the Agreement. To the extent District agrees that a change in the Services required or the Schedule has occurred, the parties shall agree to an amendment to this Agreement pursuant to the process set forth in Paragraph 6.24 hereof.

3.5 CONSULTANT's Project Manager

The CONSULTANT shall assign the following key personnel to do the work in the capacities and amounts designated below. The following is a list of key personnel and the projected average level of effort they are able to spend on the Project as a percentage of each 40 hour work week.

Person	Position	Estimated Availability
Brett Teel	Project Manager	Up to 10 percent
Tim Mills	Project Engineer	Up to 60 percent
Marc Maisonville	Electrical and Control Systems Design	Up to 20 percent

The CONSULTANT shall not change these personnel assignments without the prior written consent of the DISTRICT's Project Manager (as defined in Paragraph 4.3), which consent shall not be unreasonably withheld.

ARTICLE 4 - AUTHORIZATION AND PROJECT MANAGER

4.1 Specific authorization to proceed with the Services shall be granted in writing by the DISTRICT within a reasonable time after the execution of this Agreement. The CONSULTANT shall not proceed with the work without such authorization. The DISTRICT's Project Manager shall have authority to give such authorizations.

4.2 This Agreement shall be effective as of the CONSULTANT's receipt of the written authorization to proceed and shall be completed as set forth in the Schedule.

4.3 DISTRICT's Project Manager

The DISTRICT's Project Manager is authorized to approve work and billings hereunder, approve subconsultants, give notices referred to herein, terminate this Agreement as provided herein and carry out any other DISTRICT actions referred to herein. The DISTRICT's Project Manager shall be Randy Rosane, PE.

ARTICLE 5 - PAYMENTS TO CONSULTANT

In accordance with the terms and conditions of this Agreement, the DISTRICT shall compensate the CONSULTANT as follows:

5.1 Compensation

5.1.1 The DISTRICT agrees to pay the CONSULTANT an amount equal to One-Hundred Eighty-Eight Thousand Dollars (\$188,000.00) for the Services as billed monthly. Notwithstanding anything else to the contrary herein, the total compensation under this Agreement shall not exceed One-Hundred Eighty-Eight Thousand Dollars (\$188,000.00) without prior written approval of the DISTRICT.

5.1.2 The CONSULTANT is entitled to no compensation for the correction or revision of any negligent errors or omissions in its work.

5.1.3 The DISTRICT may withhold from payments due the CONSULTANT such sums as are necessary, in the DISTRICT's sole and absolute discretion, to protect the DISTRICT against any loss or damage which may result from negligence or

unsatisfactory work by the CONSULTANT, the failure of the CONSULTANT to perform as required under this Agreement, or claims filed against the CONSULTANT or the DISTRICT relating to the CONSULTANT's services or work under this Agreement.

5.2 Billing and Payment Procedure

- 5.2.1 The CONSULTANT will provide monthly percentage complete invoices to the DISTRICT for work performed during the preceding month. The percentage complete invoices will be accompanied with a summary cost itemization and supported by a monthly progress report tied to the milestones indicated in the Schedule. The CONSULTANT shall maintain detailed records to support these charges and such records shall be available to the DISTRICT for audit and copying. The DISTRICT shall pay monthly payments to the CONSULTANT within 30 days of the DISTRICT's receipt of the CONSULTANT's monthly statement. Interest on unpaid payments due shall accrue at the rate of 1% per month beginning the 60th day after the DISTRICT's receipt of the CONSULTANT's statement. No interest shall be paid on disputed amounts.

ARTICLE 6 - GENERAL CONDITIONS

6.1 Early Termination of Agreement

- 6.1.1 The DISTRICT and the CONSULTANT, by mutual written agreement, may terminate this Agreement at any time.
- 6.1.2 The DISTRICT, on thirty (30) days' prior written notice to the CONSULTANT, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- 6.1.3 Either the DISTRICT or the CONSULTANT may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving a written notice of termination stating the effective date of the termination.

6.2 Payment on Early Termination

- 6.2.1 In the event of termination under Paragraphs 6.1.1 or 6.1.2, hereof, the DISTRICT shall pay the CONSULTANT for work performed in accordance with the Agreement prior to the termination date.

- 6.2.2 In the event of termination under Paragraph 6.1.3 hereof by the CONSULTANT due to a breach by the DISTRICT, then the DISTRICT shall pay the CONSULTANT as provided in Paragraph 6.3.3.
- 6.2.3 In the event of termination under Paragraph 6.1.3 hereof by the DISTRICT due to a breach by the CONSULTANT, then the DISTRICT shall pay the CONSULTANT as provided in Paragraph 6.3.1, subject to set off of excess costs, as provided for in Paragraphs 6.1.3 and 6.3.
- 6.2.4 In the event of early termination, all of the CONSULTANT's work product will become and remain property of the DISTRICT upon payment to CONSULTANT.

6.3 Remedies

- 6.3.1 In the event of termination under Paragraph 6.1.3 by the DISTRICT due to a breach by the CONSULTANT, then the DISTRICT may complete the work either itself, or by agreement with another consultant or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the compensation provided under Paragraph 5.1.1 hereof, then the CONSULTANT shall promptly pay to the DISTRICT the amount of the excess.
- 6.3.2 The remedies provided to the DISTRICT under Paragraph, 6.1, 6.2, and 6.3 hereof for a breach by the CONSULTANT shall not be exclusive. The DISTRICT also shall be entitled to any other equitable and legal remedies that may be available.
- 6.3.3 In the event of breach of this Agreement by the DISTRICT, then the CONSULTANT's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Paragraphs 6.1 and 6.2 hereof.

6.4 Indemnification and Insurance

- 6.4.1 The CONSULTANT agrees to indemnify, save harmless and defend the DISTRICT, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property to the extent caused by the negligent or willful acts, errors, or omissions of the CONSULTANT or CONSULTANT's officers, owners, employees, agents, or its subcontractors or anyone over which CONSULTANT has a right to control.
- 6.4.2 The CONSULTANT agrees to furnish the DISTRICT evidence of commercial general (including contractual liability) and automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage for the protection of the DISTRICT, its officers, commissioners, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any

way related to the CONSULTANT's, or any subcontractors, in the performance of this Agreement. The insurance shall include the DISTRICT, its officers, commissioners, agents and employees, as additional insureds.

- 6.4.3 The CONSULTANT agrees to furnish the DISTRICT evidence of professional liability insurance coverage (errors and omissions, on a claims-made basis) in the amount of not less than \$1,000,000 because of personal injury, bodily injury, death or damage to property.

6.5 Oregon Law and Forum

- 6.5.1 This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- 6.5.2 Any litigation between the DISTRICT and the CONSULTANT 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 District of Oregon. The parties agree, however, to resolve any disputes between the parties in the manner described in Paragraph 6.23

6.6 Workers' Compensation Coverage Requirements

The CONSULTANT is an independent contractor for purposes of the Oregon Workers' Compensation Law, as set forth in ORS Chapter 656 ("Workers' Comp Law") and is solely liable for any workers' compensation coverage under this Agreement. If the CONSULTANT hires subconsultants for the performance of this Agreement, the CONSULTANT agrees to require that the subconsultant(s) shall comply with ORS Chapter 656. The signing of this Agreement shall constitute the declaration of independent contractor status by the CONSULTANT.

- 6.6.1 The CONSULTANT will be solely responsible for payment of any local, state or federal taxes required as a result of this Agreement.
- 6.6.2 This Agreement is not intended to entitle the CONSULTANT to any benefits generally granted to DISTRICT, officers, or employees. Without limitation, but by way of illustration, the benefits not intended to be extended by this contract to the CONSULTANT are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime pay, Social Security, workers' compensation, unemployment compensation, or retirement benefits (except so far as benefits are required by law if the CONSULTANT is presently a member of the Public Employees Retirement System).

6.7 Subcontracts

The CONSULTANT shall not subcontract its work under this Agreement, in whole or in part, without the prior written approval of the DISTRICT. The CONSULTANT shall require subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the CONSULTANT as specified in this Agreement. Notwithstanding DISTRICT approval of a subcontractor, the CONSULTANT shall remain obligated for full performance hereunder, and the DISTRICT shall incur no obligation other than its obligations to the CONSULTANT hereunder. The CONSULTANT agrees that if subcontractors are employed in the performance of this Agreement, the CONSULTANT and its subcontractors are subject to the requirements of the Workers' Comp Law.

6.8 Assignment

The CONSULTANT shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the DISTRICT which may be granted or withheld in its sole and absolute discretion. The DISTRICT may assign this Agreement at any time and shall provide CONSULTANT with notice of such assignment within thirty (30) days of such assignment.

6.9 Notice

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing with such notice deemed delivered either upon actual receipt or three (3) days after deposit in U.S. Mail, whichever shall first occur:

If to the DISTRICT: Clackamas County Service District No. 1
c/o Water Environment Services
150 Beaver creek RD – Ste. 430
Oregon City OR 97045
ATTN: Randy Rosane

Copy to: County Counsel
c/o Water Environment Services
150 Beaver creek RD – Ste. 430
Oregon City OR 97045
ATTN: Chris Storey

If to the CONSULTANT: Brown and Caldwell, Inc.
6500 SW Macadam Avenue
Suite 200
Portland OR 97239
Attn: Brett Teel

6.10 Severability

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

6.11 Integration

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

6.12 Funds

The DISTRICT certifies that sufficient funds are available and authorized for expenditure pursuant to this Agreement in Fiscal Year –2012 – 2013. The funds needed for the balance of the Agreement are subject to appropriation by the Board of County Commissioners, acting as the governing body of the DISTRICT (the "Board"), during budget processes. If the Board does not appropriate funds for subsequent fiscal years for the balance of this contract, the DISTRICT may immediately terminate this Agreement by giving written notice of termination to the CONSULTANT. The CONSULTANT shall not be entitled to compensation for any work performed after the date of such written termination notice. The DISTRICT shall also have the right to accelerate or decelerate the work to match funding limitations. Any termination for lack of funds shall not constitute an "Early Termination" as such term is used in Paragraph 6.1.

6.13 Estimates of Cost

The estimates of cost for a PROJECT provided for herein are to be prepared by the CONSULTANT through exercise of experience and judgment in applying currently available cost data. The CONSULTANT will keep the DISTRICT apprised of changes throughout the PROJECT that significantly impact the estimated costs provided. The DISTRICT acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. DISTRICT acknowledges that such influences may not be precisely forecasted and are beyond the control of CONSULTANT and that actual costs incurred may vary substantially from the estimates prepared by CONSULTANT. CONSULTANT does not warrant or guarantee the accuracy of construction or development cost estimates.

6.14 Ownership of Documents

- 6.14.1 All work the CONSULTANT performs under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the DISTRICT. The DISTRICT shall own any and all data, documents, plans, copyrights,

specifications, working papers and any other materials the CONSULTANT produces in connection with this Agreement. On completion or termination of the Agreement the CONSULTANT shall promptly deliver these materials to the Project Manager.

6.14.2 The CONSULTANT may retain for its own records and at its own cost copies of the materials referred to in Paragraph 6.14.1 hereof.

6.14.3 Any use the DISTRICT makes of the materials referred to in Paragraph 6.14.1 hereof, except for purposes of the work contemplated by this Agreement, shall be at the DISTRICT's risk.

6.15 Commencement of Work

The CONSULTANT agrees that work being done pursuant to this Agreement will not be commenced until after:

6.15.1 Workers' compensation insurance is obtained, as specified in Paragraph 6.6.

6.15.2 This Agreement is fully executed by all parties and approved by the Board and/or Director when applicable.

6.15.3 The receipt of a written authorization to proceed from the Project Manager.

6.16 Release of Information

No information relative to the PROJECT shall be released by the CONSULTANT for publication, advertising, communication with the media, the public, other clients of the CONSULTANT, or any other person for any other purpose, without prior written approval of the DISTRICT.

6.17 Maintenance of Records

The CONSULTANT shall maintain books and accounts of payroll costs, travel, subsistence, field contracted services of others and reimbursable expenses pertaining to each PROJECT in accordance with generally accepted professional practices, appropriate accounting procedures and applicable local, state or federal laws, statutes, ordinances, or rules and regulations. The DISTRICT or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the CONSULTANT regarding its billings or any record arising from or related to this Agreement. Records shall be maintained and available until three (3) years after the date of final PROJECT billing or until three (3) years after the date of resolution of any litigation or claim.

6.18 Audit of Payments

- 6.18.1 The DISTRICT, either directly or through a designated representative, may audit the records of the CONSULTANT at any time during the three (3) year period established by Paragraph 6.17.
- 6.18.2 If an audit discloses that payments to the CONSULTANT were in excess of the amount to which the CONSULTANT was entitled, then the CONSULTANT shall immediately repay the amount of the excess to the DISTRICT.

6.19 Public Contracting Law

Pursuant to the requirements of ORS Chapters 279A and 279C, the following terms and conditions are made a part of this Agreement:

- 6.19.1 The CONSULTANT agrees that it shall:
 - 6.19.1.1 Make payments promptly, as due, to all persons supplying to CONSULTANT labor or materials for the performance of work contemplated by this Agreement.
 - 6.19.1.2 Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this Agreement.
 - 6.19.1.3 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167 or its successor statutes.
 - 6.19.1.4 Not permit any lien or claim to be filed or prosecuted against the State of Oregon, Clackamas County, the DISTRICT, any municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished for the performance of work contemplated by this Agreement.
- 6.19.2 If the CONSULTANT fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONSULTANT by any person in connection with this Agreement, as such claim becomes due, the proper office representing DISTRICT 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 the CONSULTANT by reason of this Agreement. Further, the CONSULTANT or any first-tier subcontractor under this Agreement fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONSULTANT by any person in connection with this Agreement within thirty (30) days after receipt of payment from DISTRICT or the CONSULTANT, as applicable, then such person shall owe the unpaid person the amount due plus interest charges commencing at the end of the ten (10) day period under ORS 279C.580(4) and ending upon final payment unless subject to a good faith dispute as defined in ORS 279C.580. The rate of interest shall be as set forth in ORS 279C.515(2).

- 6.19.3 No person shall be employed for more than eight (8) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100(5) or as defined in the DISTRICT's Contract Review Board Rules, the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday and on any legal holiday, as specified in ORS 279C.
- 6.19.4 If this Agreement is for personal services as defined in ORS 279C or as defined in the DISTRICT's Contract Review Board Rules, the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.
- 6.19.5 The CONSULTANT shall promptly, as due, make payment to any person, partnership, association, corporation, or other entity furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- 6.19.6 The CONSULTANT and all employers working under this Agreement are subject employers under ORS 656.017.
- 6.19.7 The CONSULTANT shall demonstrate that an employee drug testing program is in place before commencing work on the Project.

6.20 Equal Employment Opportunity

During the performance of this Agreement, the CONSULTANT agrees as follows:

- 6.20.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, age, mental or physical handicap or a national origin. The CONSULTANT agrees that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, age, mental or physical handicap, or national origin. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this Equal Opportunity Clause.
- 6.20.2 The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, marital status, age, physical or mental handicap or national origin.

6.20.3 The CONSULTANT will send to each labor union or representative of workers with which CONSULTANT has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the CONSULTANT's commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.21 Survival

All express representations, indemnifications or limitations of liability included in this Agreement shall survive its completion and/or termination for any reason.

6.22 Headings

The headings used in this Agreement are for general reference only and are not part of the contract language. This Agreement should be construed without giving any meaning to any headings included herein.

6.23 Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement or any related agreement shall be settled by arbitration in accordance with the following provisions:

6.23.1 Disputes Covered. The parties agree to arbitrate all disputes of every kind relating to or arising out of this Agreement. Disputes include actions for breach of contract with respect to this Agreement, as well as any claim based upon tort or any other causes of action relating to the Agreement or the PROJECT, such as claims based upon an allegation of fraud or misrepresentation and claims based upon a federal or state statute. In addition, the arbitrators selected according to procedures set forth below shall determine the arbitrability of any matter brought to them, and their decision shall be final and binding on the parties.

6.23.2 Forum. The forum for the arbitration shall be Clackamas County, Oregon.

6.23.3 Law. The governing law for the arbitration shall be the law of the State of Oregon, without reference to its conflicts of laws provisions.

6.23.4 Selection. There shall be three arbitrators, unless the parties are able to agree on a single arbitrator. In the absence of such agreement within ten (10) days after the initiation of an arbitration proceeding, DISTRICT shall select one arbitrator and CONSULTANT shall select one arbitrator, and those two arbitrators shall then select, within ten (10) days, a third arbitrator. If those two arbitrators are unable to select a third arbitrator within such ten (10)-day period, a third arbitrator shall be appointed by the commercial panel of the American Arbitration Association. The decision in writing of at least two of the three arbitrators shall be final and binding upon the parties.

6.23.5 Administration. The arbitration shall be administered by the American Arbitration Association.

6.23.6 Rules. The rules of arbitration shall be the Commercial Arbitration Rules of the American Arbitration Association, as modified by any other instructions that the parties may agree upon at the time, except that each party shall have the right to conduct discovery in any manner and to the extent authorized by the Federal Rules of Civil Procedure as interpreted by the federal courts. If there is any conflict between those Rules and the provisions of this section, the provisions of this section shall prevail.

6.23.7 Substantive Law. The arbitrators shall be bound by and shall strictly enforce the terms of this Agreement and may not limit, expand or otherwise modify its terms. The arbitrators shall make a good faith effort to apply substantive applicable law, but an arbitration decision shall not be subject to review because of errors of law. The arbitrators shall be bound to honor claims of privilege or work-product doctrine recognized at law, but the arbitrators shall have the discretion to determine whether any such claim of privilege or work product doctrine applies.

6.23.8 Decision. The arbitrators' decision shall provide a reasoned basis for the resolution of each dispute and for any award. The arbitrators shall not have power to award damages in connection with any dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential or punitive damages.

6.23.9 Expenses. Each party shall bear its own fees and expenses with respect to the arbitration and any proceeding related thereto and the parties shall share equally the fees and expenses of the American Arbitration Association and the arbitrators.

6.23.10 Remedies; Award. The arbitrators shall have power and authority to award any remedy or judgment that could be awarded by a court of law in the State of Oregon. The award rendered by arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction in the United States.

6.24 Amendments

The DISTRICT and the CONSULTANT may amend this Agreement at any time only by written amendment executed by the DISTRICT and the CONSULTANT. Any amendment that increases the amount of compensation payable to the CONSULTANT in excess of the amounts authorized in prior Board approvals shall be subject to approval by the Board. The Director or person designated by Board order may execute amendments to the Agreement to increase compensation within the limits of the authority established by the DISTRICT's Contract Review Board Rules and within the limits authorized by prior Board approvals. The Project Manager may agree to and execute any other amendment on behalf of the DISTRICT.

6.25 Waiver

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

6.26 Time is of the essence of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

CONSULTANT:

CLACKAMAS COUNTY SERVICE
DISTRICT NO. 1

Brown and Caldwell, Inc.

Michael S. Kuenzi, Director

6500 SW Macadam Ave., Suite 200

Address

Portland, OR 97239

City, State, ZipCode



Authorized Signature

Vice President

Title

94-1446346

Federal Tax ID Number

6-11-12

Date

Date