

DRAFT

Approval of Previous Business Meeting Minutes:

October 10, 17, 24, 31, 2019

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at www.clackamas.us/meetings/bcc/business

Thursday, October 10, 2019 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Sonya Fischer, Vice Chair
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

EXCUSED: Commissioner Jim Bernard. Chair

CALL TO ORDER

■ Roll Call

Chair Bernard is out of the office and Commissioner Fischer will serve as Chair for today's meeting.

■ Pledge of Allegiance

Chair Fischer announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next items, he introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY PUBLIC HEARING

1. Public Hearing on the Proposed Amendment to the 2019-2020 Housing Authority of Clackamas County Annual Plan

Jill Smith, Housing Authority Director presented the staff report.

~Board Discussion~ <https://www.clackamas.us/meetings/bcc/business>

Chair Fischer opened the public hearing and asked if anyone would like to speak.

1. Arnold Roadacker, Lives at Hillside Manor – need better communication with the residents.
2. Anna Geller, Happy Valley – spoke in support of the HA policy change.

~Board Discussion~ including comments from Jill Smith.

Chair Fischer asked if anyone else would like to speak. Seeing none she closed the public hearing and announced there is no Board Action on this item today. This item will come back before this Board at the Oct. 17, 2019 regular scheduled Business meeting at 10 AM.

II. HOUSING AUTHORITY CONSENT AGENDA

Chair Fischer asked the Clerk to read the Housing Authority consent agenda by title, then asked for a motion.

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority consent.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Fischer: Aye – the Ayes have it, the motion carries 5-0.

1. Approval of a Contract between the Housing Authority and Do Good Multnomah to Provide Supportive Services for Families Living in Clayton Mohr Commons
2. Approval to execute a contract between the Housing Authority and Portland Real Estate Solutions, LLC dba Portland Construction Solutions for the Modernization of a Public Housing Unit

Chair Fischer announced the Board would adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

III. CITIZEN COMMUNICATION

www.clackamas.us/meetings/bcc/business

1. Ron and Cheryl Fullerton, Aurora – spoke against short term rentals – their neighbors have an AirB&B and there have been disruptive issues.

~Board Discussion~

IV. BOARD OF HEALTH

BOARD OF HEALTH PRESENTATION

(Following are items of interest to the citizens of the County)

1. Turning the Tide on Opioid Epidemic: The Collective Clackamas Response
Dr. Sarah Present, Public Health and Rich Swift, H3S Director presented the staff report including a PowerPoint presentation.

~Board Discussion~

BOARD OF HEALTH PUBLIC COMMENT

www.clackamas.us/meetings/bcc/business

The following people shared their dealing with the Opioid epidemic:

1. Lee Eby, Clackamas County Jail Commander
2. Jenna Morrison, CCSO
3. Luke Strait, Milwaukie Police Dept.
4. Amy Jo Cook, Clackamas Fire District – Project Hope
5. Abigail Wells, NW Family Services
6. Steven Modesitt, Lake Oswego – shared his son Paul's story of an opioid addict.
7. Paul Modesitt thanked the Board for their work and the Bridges to Change program that saved his life.

~Board Discussion~

V. CONSENT AGENDA

Chair Fischer asked the Clerk to read the consent agenda by title, then asked for a motion.

MOTION:

Commissioner Schrader: I move we approve the consent agenda.
Commissioner Savas: Second.
all those in favor/opposed:
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Fischer: Aye – the Ayes have it, the motion carries 5-0.

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Revenue Agreement Amendment No. 2 with the State of Oregon, Department of Human Services for the Operation of the Supplemental Nutrition Assistance Program Employment & Training – *Children, Family & Community Connections*
2. Approval for an Intergovernmental Grant Agreement with the State of Oregon Criminal Justice Commission (CJC) to Continue Providing Adult Drug Court (ADC) Services – *Health Centers*

B. Elected Officials

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

C. Community Corrections

1. Approval of Intergovernmental Agreement No. 5834 and Biennial Plan with the State of Oregon, Department of Corrections to Provide Funding for Community Corrections Programs for the 2019-2021 Biennium

VI. COUNTY ADMINISTRATOR UPDATE

www.clackamas.us/meetings/bcc/business

VII. COMMISSIONERS COMMUNICATION

www.clackamas.us/meetings/bcc/business

MEETING ADJOURNED – 11:58 AM

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BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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Thursday, October 17, 2019 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item, he introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY CONSENT AGENDA

Chair Bernard asked the Clerk to read the Housing Authority consent agenda by title, then asked for a motion.

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 6-0.

1. Approval of Resolution No. 1941: Approval of the Fiscal Year 2020 Annual Plan Amendment – *Housing Authority of Clackamas County*

Chair Bernard announced the Board would adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

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

1. Earthquake Preparedness and the Clackamas County Shake Out Drill
Jamie Poole and Nancy Bush from Disaster Management presented and introduced a video. At 10:17am the Board and staff participated in the Great Shake Out Earthquake Drill.
~Board Discussion~

III. CITIZEN COMMUNICATION None

IV. CONSENT AGENDA

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

~Board Discussion~

MOTION:

Commissioner Savas: I move we approve the consent agenda.
Commissioner Schrader: Second.
all those in favor/opposed:
Commissioner Humberston: Aye.
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

A. Health, Housing & Human Services

1. Approval of a Revenue Grant Amendment No.1 with the State of Oregon, Department of Education for Clackamas County Early Learning HUB Preschool Promise Capacity Building – *Children, Family & Community Connections*
2. Approval of Intra-Agency Agreement with Clackamas County Health Centers Division for School Based Health Centers (SBHC) operating funds – *Public Health*
3. Amendment to a Sub-recipient Agreement with Northwest Housing Alternatives and the Community Development Division for Tenant-Based Rental Assistance funding – *Community Development*
4. Approval of Agency Services Agreement No. 8345, Amendment No. 5 with Mt. Hood Home Care Services, LLC to provide Oregon Project Independence In-home care for Clackamas County Residents – *Social Services*

B. Department of Transportation & Development

1. Approval of a contract with the National Safety Council for the purposes of Safe Systems Approach to Rural Road to Zero
2. Approval of Intergovernmental Agreement between Clackamas County and the City of Oregon City Related to Plan Review, Permitting, and Inspection Services, Including Clarification of Inspection Roles During Times of Emergencies
3. Approval of a Contract with Murraysmith, Inc. for the Jennings Ave: OR99E to Oatfield Rd Project - *Procurement*
4. Approval of Personal Services Contract with David Evans and Associates, Inc., to provide Design Services for Canby Marquam Highway Bear Creek Bridge - *Procurement*

C. Finance Department

1. Approval of Amendment No. 3 to the Intergovernmental Agreement between Water Environment Services and Clackamas County for Facilities Management and Maintenance
2. Approval of Purchase of Annual Technical Support Services from Oracle America, Inc. – *Procurement*

D. Elected Officials

1. Approval of Intergovernmental Agreement between the Clackamas County Sheriff's Office and the Oregon State Police for use of the Public Safety Training Center and the Bowman Training Complex - *ccso*
2. Approval of Intergovernmental Agreement between the Clackamas County Sheriff's Office and the City of West Linn Police Department for use of the Public Safety Training Center and the Bowman Training Complex - *ccso*
3. Approval of Intergovernmental Agreement between the Clackamas County Sheriff's Office and Multnomah County Sheriff's Office for use of the Public Safety Training Center and the Bowman Training Complex - *ccso*
4. Approval of Intergovernmental Agreement between the Clackamas County Sheriff's Office and the City of Milwaukie Police Department for use of the Public Safety Training Center and the Bowman Training Complex - *ccso*
5. Approval of Intergovernmental Agreement between the Clackamas County Sheriff's Office and the City of Oregon City Police Department for use of the Public Safety Training Center and the Bowman Training Complex - *ccso*
6. Approval of Intergovernmental Agreement between the Clackamas County Sheriff's Office and the City of Gladstone Police Department for use of the Public Safety Training Center and the Bowman Training Complex - *ccso*
7. Approval of Intergovernmental Agreement between the Clackamas County Sheriff's Office and the City of Gresham Police Department for use of the Public Safety Training Center and the Bowman Training Complex - *ccso*

E. Business & Community Services

1. Approval of Amendment No. 3 to an Intergovernmental Agreement with the City of Gladstone to Provide Library Director Services

V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of a Contract between the North Clackamas Parks and Recreation District (NCPRD) and Enviser, Inc. for District Wide Mechanical and HVAC Services - *Procurement*

VI. WATER ENVIRONMENT SERVICES

1. Approval of Amendment No. 3 to the Intergovernmental Agreement between Water Environment Services and Clackamas County for Facilities Management and Maintenance
2. Approval of a Service Connection Mortgage in the North Clackamas Service Area between Water Environment Services and Marina D. Healey Trustee of the Thomas E. Godfrey Living Trust

VII. COUNTY ADMINISTRATOR UPDATE

<https://www.clackamas.us/meetings/bcc/business>

VIII. COMMISSIONERS COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

MEETING ADJURNED 11:09AM

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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Thursday, October 24, 2019 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard. Chair
Commissioner Paul Savas – Excused at 11:19am
Commissioner Martha Schrader
Commissioner Sonya Fischer

EXCUSED: Commissioner Ken Humberston

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item, he introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY CONSENT AGENDA

Chair Bernard asked the Clerk to read the Housing Authority consent agenda by title, then asked for a motion.

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.
Commissioner Fischer: Second.
all those in favor/opposed:
Commissioner Reynolds: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Fischer: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

1. Approval of Early Work Amendment No.1: Elevator Repair and Additional Preconstruction Phase Services for Hillside Manor Renovation

Chair Bernard announced the Board would adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

II. CITIZEN COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

1. Gerrik Latta, Boring – Spoke regarding Kelso Rd traffic concerns relating to a NW Natural Gas project and the impacts on residents.
2. Michael Hall, Milwaukie – Submitted letter from the Clackamas Climate Action Coalition, including an invite to a Climate event. Also spoke regarding the proposed Oak Grove-Lake Oswego pedestrian bridge.
3. Les Poole, Gladstone – Spoke on Initiative Petition 10 regarding voter approval for tolling roads in the state, where the money would go if a toll is enacted.

III. PUBLIC DISCUSSION ITEM

Department of Transportation & Development

1. **Resolution No. 2019-87** Supporting the Sunrise Gateway Corridor to Improve Transportation Alternatives, Increase Safety, Reduce Congestion and Anticipate Equitable Economic and Residential Growth for the Region

Dan Johnson, Director of Transportation & Development presented the staff report.

~Board Discussion~ <https://www.clackamas.us/meetings/bcc/business>

Commissioner Savas moved approval the Resolution Supporting the Sunrise Gateway Corridor to Improve Transportation Alternatives, Increase Safety, Reduce Congestion and Anticipate Equitable Economic and Residential Growth for the Region with an amendment that the word “full” is included on page 2 of the resolution under the first Therefore.

Chair Bernard said we should open this item up for discussion first before making a motion.

Chair Bernard opened the item for discussion and said there were a couple people signed up to speak.

<https://www.clackamas.us/meetings/bcc/business>

1. Ernie Platt, Clackamas – Representing North Clackamas Chamber spoke in support.
2. William Gifford, Oregon City – Spoke in support of the resolution, suggested the County seek out partners for funding.
3. Les Poole, Gladstone – Spoke in support of the proposed amendment and was supportive of the project overall because of its connectivity to the region.

~Board Discussion~

Commissioner Schrader seconded Commissioner Savas’s motion with the amendment. Administrator Schmidt clarified how the resolution would read with Commissioner Savas’s amendment.

Commissioner Fischer moved to make an amendment to the amended motion stating that under the first Therefore on page 2 of the resolution it should say “to obtain funding from a variety of sources. Chair Bernard seconded Commissioner Fischer’s amendment to the amended motion.

~Board Discussion~

Commissioner Savas said the he did not accept Commissioner Fischer’s amendment.

County Counsel clarified that Commissioner Savas would have to accept the amendment to his amendment for the motion. Commissioner Savas declined to accept the amendment to the proposed amended motion.

County Counsel clarified that the vote would be on Commissioner Savas’s original amendment to the proposed motion. County Counsel restated the motion as described below.

MOTION

Commissioner Savas: Moved approval the Resolution Supporting the Sunrise Gateway Corridor to Improve Transportation Alternatives, Increase Safety, Reduce Congestion and Anticipate Equitable Economic and Residential Growth for the Region with an amendment that the word “full” is included on page 2 of the resolution under the first Therefore.

Commissioner Schrader Second

~Board Discussion~

all those in favor/opposed:

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: No.

Chair Bernard: No – The motion fails 2-2.

~Board Discussion~

MOTION:

Commissioner Fischer: I move we support the resolution as written

Chair Bernard: Second.

~Board Discussion~

all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Savas: Aye. With reservations.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.
~Board Discussion~
<https://www.clackamas.us/meetings/bcc/business>

IV. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title only, then asked for a motion.
~Board Discussion~

MOTION:

Commissioner Schrader: I move we approve the consent agenda.
Commissioner Fischer: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

A. Health, Housing & Human Services

1. **Resolution No. 2019-88** Approving the Clackamas County Social Services Division's Title VI Civil Rights Plan for Transportation Programs – *Social Services*
2. Approval of a Local Grant Agreement with Todos Juntos to Provide Kindergarten Readiness Partnership & Innovation Services – *Children, Family & Community Connections*
3. Approval of a Local Grant Agreement with Immigrant & Refugee Community Organization for Kindergarten Readiness Partnership & Innovation Services – *Children Family & Community Connections*
4. Approval of a Local Grant Agreement with Metropolitan Family Services, Inc. to Provide Kindergarten Readiness Partnership & Innovation Services - *Children Family & Community Connections*
5. Approval of Amendment No. 3 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County – *Public Health*

B. Department of Transportation & Development

1. Approval of a Contract with Nutter Corporation for the SE Capps Road Cul-de-Sac Construction - *Procurement*
2. Authorization to Purchase Quantity 15 Dodge Chargers for the Clackamas County Sheriff's Office - *Procurement*

C. Finance Department

1. Approval of Personal Services Contract with DePaul Industries to Provide Security Services for Justice Court, Juvenile and Circuit Court
2. **Resolution No. 2019-89** Approval for a Clackamas County Supplemental Budget (Less 10%) for Fiscal Year 2019-2020

3. **Resolution No. 2019-90** Approval for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2019-2010
4. **Resolution No. 2019-91** Approval for Clackamas County for Transfer of Appropriations for Fiscal Year 2019-2020

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. **Resolution No. 2019-92** for a Boundary Change for the Area Formerly Known as the City of Damascus for the Administration of the Ad Valorem Property Tax System – *Assessor's Office*

E. Business & Community Services

1. Approval of a Loan Agreement with the State of Oregon Business Development Department to Support the Clackamas County Land Bank Authority

F. Technology Services

1. Approval to Purchase ExaGrid Back-up Data Storage and Annual Support and Maintenance from CDW-G - *Procurement*

V. COUNTY ADMINISTRATOR UPDATE

<https://www.clackamas.us/meetings/bcc/business>

VI. COMMISSIONERS COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

MEETING ADJOURNED 11:28AM

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BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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Thursday, October 31, 2019 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

**PRESENT: Commissioner Jim Bernard. Chair
Commissioner Ken Humberston
Commissioner Sonya Fischer
Commissioner Martha Schrader**

EXCUSED: Commissioner Paul Savas

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard invited County Clerk, Sherry Hall up to give a brief update on the November 5, 2019 Election.

I. CITIZEN COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

1. Charles Ormsby, Portland – Importance of ADA Requirements.
2. Arlene Kantor, Lake Oswego – Representing the American Cancer Society – spoke in support of a tobacco retail license.
3. Les Poole, Gladstone – spoke about Damascus and the Transportation crisis and the Metro measure.

~Board Discussion~

II. CONSENT AGENDA

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

~Board Discussion~

MOTION:

Commissioner Humberston: I move we approve the consent agenda.
Commissioner Fischer: Second.
all those in favor/opposed:
Commissioner Humberston: Aye.
Commissioner Fischer: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

A. Health, Housing & Human Services

1. Approval of a Grant Agreement with The Father's Heart Street Ministry for Warming Center Services - *Social Services*
2. Approval of an Intergovernmental Agreement with Oregon Trail School District to Provide Preschool Promise Program Services - *Children Family & Community Connections*
3. Approval of Amendment No.4 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for the Financing of Public Health Services, Administered by the Local Public Health Authority for Clackamas County – *Public Health*

B. Elected Officials

1. Approval of Intergovernmental Grant Agreement with the State of Oregon Department of Justice for the Child Abuse Multi-Disciplinary Intervention Program – *District Attorney*

2. Request by the Clackamas County Sheriff's Office for Approval of an Amendment to the Corizon Health Medical Services Contract – *CCSO via Procurement*

C. Juvenile Department

1. Approval of Intergovernmental Agreement with City of Gladstone for Youth Work Crews for the Project Payback Program
2. Approval of Intergovernmental Agreement with City of West Linn for Youth Work Crews for the Project Payback Program
3. Approval of Intergovernmental Agreement with the State of Oregon Acting by and through its Oregon Youth Authority for Individualized Services
4. Approval of Intergovernmental Agreement with the City of Wilsonville for the Community Diversion Program Services

D. Community Corrections

1. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Metro to Provide Work Crew Services for Fiscal Year 2019-2020

E. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with the Oregon Department of Transportation Related to the Collection and Distribution of Vehicle Registration Fees

III. DEVELOPMENT AGENCY

1. Approval of Personal Services Contract with Harper Houf Peterson Righellis, Inc., to Provide Design Services for Linwood Avenue Improvements Project - *Procurement*

IV. WATER ENVIRONMENT SERVICES

1. Approval of Purchase Order with Industrial Software Solutions-Wonderware, LLC to Provide Software, Support, and Upgrades for WES Treatment Plant and Pump Station Controls, Alarming and Data Acquisition - *Procurement*

V. COUNTY ADMINISTRATOR UPDATE

<https://www.clackamas.us/meetings/bcc/business>

VI. COMMISSIONERS COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

MEETING ADJOURNED – 10:51 AM

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Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

November 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an
Intergovernmental Agreement with
Clackamas Community College for 2019 – 20 GED Classes at the Clackamas County Jail

Purpose/Outcome	Clackamas Community College will provide 304 instructional hours at the Clackamas County Jail to inmates working toward their GED
Dollar Amount and Fiscal Impact	The total billable amount under this agreement is \$23,000. Clackamas Community College will bill the Clackamas County Sheriff's Office for instructional hours once per educational term.
Funding Source	The funds to cover this expense are budgeted within the Clackamas County Sheriff's Office Jail Operations and Jail Levy budgets (Fund 216, Departments 1624 and 0624).
Duration	The Agreement spans the period June 24, 2019 through June 12, 2020.
Previous Board Action/Review	The Board of County Commissioners has approved similar requests in prior fiscal years.
Strategic Plan Alignment	Ensure safe, healthy and secure communities
Counsel Review	11/12/19
Contact Person	Captain Lee Eby – Office phone: (503) 722-6760
Contract No.	None

BACKGROUND:

This Intergovernmental Agreement provides a valuable service to those housed at the Clackamas County Jail. As in prior fiscal years, instructional hours for those working toward a GED will be offered at the Jail. This agreement is for the period June 24, 2019 through June 12, 2020. This Agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Clackamas County Sheriff's Office requests that the Board of County Commissioners approve and sign this cooperative Intergovernmental Agreement with Clackamas Community College.

Respectfully submitted,

Craig Roberts,
Sheriff

"Working Together to Make a Difference"

INTERGOVERNMENTAL AGREEMENT FOR EDUCATIONAL SERVICES AND SKILLS DEVELOPMENT-GED COURSES

This agreement is entered into between **Clackamas County Sheriff's Office (CCSO)** and **Clackamas Community College (College)**. Herein referred to individually as "party" and collectively as "parties."

Whereas, both the College and the CCSO desire to jointly plan, promote, and sponsor programs for inmates in the Clackamas County Jail and, whereas, CCSO desires to engage the College to render specific educational services. Now, therefore, in consideration of the foregoing and the mutual covenants of the parties set forth in this Agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

- A. **Term; Termination.** This Agreement shall commence on **June 24, 2019** and shall terminate on **June 12, 2020** unless terminated earlier as provided herein. Either party may terminate or suspend this Agreement for convenience upon sixty (30) days written notice. Upon termination College will bill CCSO for all instructional costs incurred prior to cancellation.
- B. **Compensation.** CCSO agrees to pay the College the sum of \$23,000. Costs associated with the delivery of services are directly related to hourly wage, plus taxes and benefits, for instructor during the contract period. College will invoice CCSO in writing for services delivered each term. College will bill CCSO in writing for GED2014 ® fees associated with individual testing needs during term of Agreement. Payment shall be due within thirty (30) days of receipt of invoice. Invoices not paid within 30 days will be subject to a \$15 service fee.

In addition, the College and the CCSO agree as follows:

The College will provide the following:

1. Provide GED courses time in the Clackamas County Jail four days per week each term, for four terms, which will total 304 hours of instructional hours during the term of the Agreement.
2. Recruit and hire qualified instructors to teach the classes.
3. Maintain a supervisory role for instructors and staff who shall at all times remain employee (s) of the College
4. Confirm with CCSO the Class schedule prior to the start of each College term.
5. Provide Worker's Compensation and General Liability insurance coverage for instructors. Certificates of Insurance shall be provided upon request.

CCSO will:

1. Provide appropriate classroom facilities for classes to be held.
2. Appoint a liaison to work with the College on implementing and coordinating the Services.
3. Notify the College, in a timely manner, of any changes or conflicts with regularly scheduled classes.
4. Assist with participant registration for classes according to College policies and procedures and calendar deadlines.

General Provisions

- 1) No Agency Relationship. In carrying out the responsibilities and obligations of this Agreement, neither party shall be acting as agent or principal of the other with regard to dealings with third parties, including patrons. Neither party shall have the authority to make any statements or representations.
- 2) Subject to the applicable limitations of the Oregon Tort Claims Act and the Oregon Constitution, each party hereto agrees to indemnify, defend and hold harmless the other party and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable to acts or omissions of the party and its officers, agents and employees, in performance of this agreement.
- 3) Each party shall maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as set forth in ORS 30.270. In addition, each party shall ensure that any contracts it enters into with third party contractors to perform obligations under this Agreement shall include both parties and each party’s officers, elected officials, employees and volunteers as additional insureds evidenced by an endorsement and a certificate of insurance.
- 4) This contract constitutes the entire agreement between the College and CCSO on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification, amendment, or other change of terms of this Agreement shall bind either College or CCSO unless in writing and signed by both parties.
- 5) The College is subject to Americans with Disabilities Act (ADA). CCSO agrees to work with the College in addressing any accommodation requirements made by program participants as required under ADA.
- 6) During the performance of this agreement, College and CCSO shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to: Title IV of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); Discrimination – Human Rights Commission; and CCC policies, procedures and administrative regulations regarding non-discrimination and anti-harassment.
- 7) Laws of Oregon; Public Contracts. The laws of the State of Oregon shall govern this Agreement, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon. All applicable provisions of ORS chapters 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated by this reference as if such provisions were a part of this Agreement

The following individuals hereby certify that they are authorized representative of the parties and duly authorized by law to bind the principals by printing their names and affixing their signatures hereto:

**COLLEGE
Authorized By**

CCSO

Signature:	Designated contact person name:	Signature:
Alissa Mahar VP OF College Services		Jim Bernard, Chair Clackamas County Board of Commissioners
Date:		Date:



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

November 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an
Intergovernmental Agreement with
Clackamas Community College for 2019 – 20 GED Classes at the Clackamas County Jail

Purpose/Outcome	Clackamas Community College will provide 304 instructional hours at the Clackamas County Jail to inmates working toward their GED
Dollar Amount and Fiscal Impact	The total billable amount under this agreement is \$23,000. Clackamas Community College will bill the Clackamas County Sheriff's Office for instructional hours once per educational term.
Funding Source	The funds to cover this expense are budgeted within the Clackamas County Sheriff's Office Jail Operations and Jail Levy budgets (Fund 216, Departments 1624 and 0624).
Duration	The Agreement spans the period June 24, 2019 through June 12, 2020.
Previous Board Action/Review	The Board of County Commissioners has approved similar requests in prior fiscal years.
Strategic Plan Alignment	Ensure safe, healthy and secure communities
Counsel Review	11/12/19
Contact Person	Captain Lee Eby – Office phone: (503) 722-6760
Contract No.	None

BACKGROUND:

This Intergovernmental Agreement provides a valuable service to those housed at the Clackamas County Jail. As in prior fiscal years, instructional hours for those working toward a GED will be offered at the Jail. This agreement is for the period June 24, 2019 through June 12, 2020. This Agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Clackamas County Sheriff's Office requests that the Board of County Commissioners approve and sign this cooperative Intergovernmental Agreement with Clackamas Community College.

Respectfully submitted,

Craig Roberts,
Sheriff

"Working Together to Make a Difference"

INTERGOVERNMENTAL AGREEMENT FOR EDUCATIONAL SERVICES AND SKILLS DEVELOPMENT-GED COURSES

This agreement is entered into between **Clackamas County Sheriff's Office (CCSO)** and **Clackamas Community College (College)**. Herein referred to individually as "party" and collectively as "parties."

Whereas, both the College and the CCSO desire to jointly plan, promote, and sponsor programs for inmates in the Clackamas County Jail and, whereas, CCSO desires to engage the College to render specific educational services. Now, therefore, in consideration of the foregoing and the mutual covenants of the parties set forth in this Agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

- A. Term; Termination. This Agreement shall commence on **June 24, 2019** and shall terminate on **June 12, 2020** unless terminated earlier as provided herein. Either party may terminate or suspend this Agreement for convenience upon sixty (30) days written notice. Upon termination College will bill CCSO for all instructional costs incurred prior to cancellation.
- B. Compensation. CCSO agrees to pay the College the sum of \$23,000. Costs associated with the delivery of services are directly related to hourly wage, plus taxes and benefits, for instructor during the contract period. College will invoice CCSO in writing for services delivered each term. College will bill CCSO in writing for GED2014 ® fees associated with individual testing needs during term of Agreement. Payment shall be due within thirty (30) days of receipt of invoice. Invoices not paid within 30 days will be subject to a \$15 service fee.

In addition, the College and the CCSO agree as follows:

The College will provide the following:

1. Provide GED courses time in the Clackamas County Jail four days per week each term, for four terms, which will total 304 hours of instructional hours during the term of the Agreement.
2. Recruit and hire qualified instructors to teach the classes.
3. Maintain a supervisory role for instructors and staff who shall at all times remain employee (s) of the College
4. Confirm with CCSO the Class schedule prior to the start of each College term.
5. Provide Worker's Compensation and General Liability insurance coverage for instructors. Certificates of Insurance shall be provided upon request.

CCSO will:

1. Provide appropriate classroom facilities for classes to be held.
2. Appoint a liaison to work with the College on implementing and coordinating the Services.
3. Notify the College, in a timely manner, of any changes or conflicts with regularly scheduled classes.
4. Assist with participant registration for classes according to College policies and procedures and calendar deadlines.

General Provisions

- 1) No Agency Relationship. In carrying out the responsibilities and obligations of this Agreement, neither party shall be acting as agent or principal of the other with regard to dealings with third parties, including patrons. Neither party shall have the authority to make any statements or representations.
- 2) Subject to the applicable limitations of the Oregon Tort Claims Act and the Oregon Constitution, each party hereto agrees to indemnify, defend and hold harmless the other party and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable to acts or omissions of the party and its officers, agents and employees, in performance of this agreement.
- 3) Each party shall maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as set forth in ORS 30.270. In addition, each party shall ensure that any contracts it enters into with third party contractors to perform obligations under this Agreement shall include both parties and each party’s officers, elected officials, employees and volunteers as additional insureds evidenced by an endorsement and a certificate of insurance.
- 4) This contract constitutes the entire agreement between the College and CCSO on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification, amendment, or other change of terms of this Agreement shall bind either College or CCSO unless in writing and signed by both parties.
- 5) The College is subject to Americans with Disabilities Act (ADA). CCSO agrees to work with the College in addressing any accommodation requirements made by program participants as required under ADA.
- 6) During the performance of this agreement, College and CCSO shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to: Title IV of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); Discrimination – Human Rights Commission; and CCC policies, procedures and administrative regulations regarding non-discrimination and anti-harassment.
- 7) Laws of Oregon; Public Contracts. The laws of the State of Oregon shall govern this Agreement, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon. All applicable provisions of ORS chapters 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated by this reference as if such provisions were a part of this Agreement

The following individuals hereby certify that they are authorized representative of the parties and duly authorized by law to bind the principals by printing their names and affixing their signatures hereto:

**COLLEGE
Authorized By**

CCSO

Signature:	Designated contact person name:	Signature:
Alissa Mahar VP OF College Services		Jim Bernard, Chair Clackamas County Board of Commissioners
Date:		Date:



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

November 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an Intergovernmental Agreement with Clackamas Community College for 2019 – 20 Parenting Classes for Inmates at the County Jail

Purpose/Outcome	Clackamas Community College will provide parenting classes at the Clackamas County Jail at the rate of \$100.
of Dollar Amount and Fiscal Impact	The total billable amount under this agreement is \$100. Clackamas Community College will bill the Clackamas County Sheriff's Office for teaching assistant instructional hours once per educational term.
Funding Source	The funds to cover this expense are budgeted within the Clackamas County Sheriff's Office Jail Operations and Jail Levy budgets (Fund 216, Departments 1624 and 0624).
Duration	The Agreement spans the period June 24, 2019 through June 12, 2020.
Previous Board Action/Review	The Board of County Commissioners has approved similar requests in prior fiscal years.
Strategic Plan Alignment	Ensure safe, healthy and secure communities
Counsel Review	11/12/19
Contact Person	Captain Lee Eby – Office phone: (503) 722-6760
Contract No.	None

BACKGROUND:

This Intergovernmental Agreement provides a valuable service to those housed at the Clackamas County Jail. As in prior fiscal years, parenting skills courses will be offered to inmates at the Clackamas County Jail. This agreement is for the period June 24, 2019 through June 12, 2020. This Agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Clackamas County Sheriff's Office requests that the Board of County Commissioners approve and sign this cooperative Intergovernmental Agreement with Clackamas Community College.

Respectfully submitted,

Craig Roberts,
Sheriff



CRAIG ROBERTS, Sheriff

Clackamas County Sheriff's Office

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contract Amendment with NaphCare Inc. for MAT Coordinator at the Clackamas County Jail

Purpose / Outcome	MAT Coordinator for the medical department in the Jail
Fiscal Impact	Amendment #3 to add \$472,208.94; total contract amount \$18,639,451.98
Funding Source	#COAP: Comprehensive Opioid Abuse Site Based Program Award# 2018-AR-BX-K023
Duration	Termination Date: June 30, 2023
Strategic Plan Alignment	Build trust through good government
Previous Board Action	Original contract approval December 6, 2018. 120618 IV C2
Counsel Approval	Approved as to form on November 7, 2019
Contact Person	Captain Lee Eby, CCSO Jail Division

Background:

In January of 2019 the Clackamas County Jail began initiating a Medical Assisted Treatment (MAT) program with the jail medical provider NaphCare to inmates incarcerated in the Jail. This program was initiated due to the increasing number of individuals incarcerated who have an opioid use disorder. Medication-assisted treatment is the use of medications in combination with counseling and behavioral therapies, which are effective in the treatment of opioid use disorders (OUD) and can help some people to sustain recovery. A COAP (Comprehensive Opioid Abuse Site Based Program) grant was awarded to Community Corrections through Department of Justice Bureau of Justice Assistance. These funds will be utilized to hire a MAT coordinator (Registered Nurse certification) to work inside the jail assisting with coordinating MAT treatment and housing in the community upon release. This position would help with placement for all affected by OUD needing housing/treatment exiting our jail. A MAT coordinator will also be able to assist with implementation and expansion of MAT for those in custody. Furthermore this position is one strategy to help develop diversions tactics that target incarcerated individuals eligible for early release to treatment, and individuals on probation re-entering the community.

"Working Together to Make a Difference"

This contract amendment was approved by County Counsel.

Recommendation:

Staff respectfully recommends the Board approve the contract amendment with NaphCare Inc.

Sincerely,

Craig Roberts
Sheriff

Placed on the _____ Agenda by the Procurement Division.

**AMENDMENT #3
TO THE CONTRACT DOCUMENTS WITH NAPHCARE, INC. FOR MEDICAL STAFFING
SERVICES (RFP 2018-33)
County Contract #2173**

This Amendment #3 is entered into between NaphCare, Inc. (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on December 6, 2018 (“Contract”).

The Purpose of this Amendment #3 is to make the following changes to the Contract:

1. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:
County has received grant funding for a Medication Assisted Treatment (MAT) program. The MAT program is designed to assist Inmates/Patients with recovery during their incarceration by coordinating an entry and release plan, provide advocacy, guidance, motivation and knowledge of substance use disorder treatment to inform and enhance MAT related services provided within the County Jail. Contractor agrees to amend its staffing matrix and incorporate one full-time-equivalent RN MAT Program Coordinator position as set forth in **Exhibit E**, attached hereto and hereby incorporated by reference herein. The grant will fund this position for the period between January 1, 2020 and September 30, 2021. Should the grant funding not be renewed after September 30, 2021, County reserves the right, in its sole administrative discretion, to terminate this RN MAT Program Coordinator position.

Contractor shall comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for the RN MAT Program Coordinator position, whether or not specifically referenced herein. Contractor further agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to provide the RN MAT Program Coordinator position including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

2. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
Funding for this one position between January 1, 2020 and September 30, 2021 totals **\$230,132.16**. Should the grant funding be renewed through the Contract expiration of June 30, 2023, the total for this position would be **\$472,208.94**. A Pricing Matrix is attached as **Exhibit F** and hereby incorporated by reference. The total Contract compensation shall not exceed \$18,639,451.98.

ORIGINAL CONTRACT	\$ 18,167,243.04
AMENDMENT #1	Add Data Use Agreement – H3S
AMENDMENT #2	Delete Date Use Agreement – H3S
AMENDMENT #3	\$ 472,208.94
TOTAL AMENDED CONTRACT	\$ 18,639,451.98

SIGNATURE PAGE FOLLOWS

**EXHIBIT E
CONTRACTOR STAFFING MATRIX**

Clackamas County, OR NaphCare Staffing									
	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Hours	FTE
Position Title	Day Shift								
Health Services Administrator	8.000	8.000	8.000	8.000	8.000			40	1.000
Director of Nursing	8.000	8.000	8.000	8.000	8.000			40	1.000
Administrative Assistant	8.000	8.000	8.000	8.000	8.000			40	1.000
Medical Assistant/Medical Records Clerk	8.000	8.000	8.000	8.000	8.000			40	1.000
Registered Nurse	20.000	12.000	20.000	16.000	20.000	12.000	12.000	112	2.800
Registered Nurse – Kite	8.000	8.000	8.000	8.000	8.000			40	1.000
RN MAT Program Coordinator	8.000	8.000	8.000	8.000	8.000			40	1.000
Licensed Practical Nurse	24.000	24.000	24.000	24.000	24.000	24.000	24.000	168	4.200
NP/PA	8.000	8.000	6.000	8.000	8.000			38	0.950
Medical Director	4.000							4	0.100
Psych NP	8.000	8.000	8.000	8.000	8.000			40	1.000
Mental Health Professional	16.000	16.000	8.000	16.000	16.000	4.000	4.000	80	2.000
Dentist						5.000		5	0.125
Dental Assistant						5.000		5	0.125
RN-Residential Treatment & Counseling Center		4.000		4.000				8	0.200
	Night Shift								
Registered Nurse	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84	2.100
Licensed Practical Nurse	24.00	24.00	24.00	24.00	24.00	24.00	24.00	168	4.200

Total FTEs 23.800

EXHIBIT F
CONTRACT COMPENSATION PRICING MATRIX FOR ADDITIONAL POSITION