



AGENDA

Thursday, November 14, 2013 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2013-92

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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

1. Presentation for Clackamas County Mediation and Restorative Justice Services (Amy Cleary, Resolution Services)

IV. DISCUSSION ITEM *(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.)*

County Administration

Please Note: This Item is subject to the Board's discussion on Tuesday, Nov. 12th – material for this item should be available after that discussion.

1. Discussion of the County's Information Request and Position on the Effect Tolling the Columbia River Crossing will have on Interstate 205 (Dan Chandler)

V. 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 Contract Amendment with Metropolitan Family Services for Family Reunification Services – *Children, Youth & Families*
2. Approval of a New Revenue Grant Award Agreement with the National Network of Public Health Institutes – *Public Health*

B. Community Corrections

- 5 1. Approval of Intergovernmental Agreement No. 4855 between Clackamas County and the State of Oregon Department of Corrections

C. Elected Officials

- 6 1. Approval of Previous Business Meeting Minutes – BCC
- 7 2. Approval of an Intergovernmental Agreement between Clackamas County District Attorney's Office and the State of Oregon Judicial Department - DA

VI. WATER ENVIRONMENT SERVICES

- 8 1. Resolution No. ____ Establishing an Annual Watershed Health Grant Program for Clackamas County Service District No. 1
- 9 2. Approval of a Professional Services Agreement between Clackamas County Service District No. 1 and CH2M Hill Engineers, Inc. for Stage I of the Kellogg Creek Water Pollution Control Plant Outfall Improvement Project
- 10 3. Approval of a Joint Funding Agreement between Clackamas County Service District No. 1 and the US Geological Survey for Cooperative Hydrologic Monitoring in the Johnson Creek Watershed
- 11 4. Approval of a Joint Funding Agreement between Clackamas County Service District No. 1 and the US Geological Survey for Creek Flow Measuring Work
- 12 5. Approval of a Joint Funding Agreement between the Surface Water Management Agency of Clackamas County and the US Geological Survey for Tualatin River Monitoring

VII. COUNTY ADMINISTRATOR UPDATE

VIII. 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.



RESOLUTION SERVICES

Public Services Building

2051 Kaen Road, PSB #210 / Oregon City, OR 97045

November 14, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Presentation for Clackamas County Mediation and Restorative Justice Services

Purpose/Outcome	Increase awareness of Mediation Services and Restorative Justice in Clackamas County, and encourage citizens to utilize services
Dollar Amount and Fiscal Impact	No fiscal impact
Funding Source	N/A
Safety Impact	Increases public awareness and utilization of conflict resolution services, including mediation and facilitation services through Resolution Services and victim offender dialogue facilitation through the Juvenile Department, which help reduce the likelihood of escalation of conflict or repeat offenses
Duration	N/A
Previous Board Action/Review	N/A
Contact Person	Lauren Mac Neill, Resolution Services Director
Contract No.	N/A

BACKGROUND: November is Mediation Month in the State of Oregon. The governor signed a proclamation on October 3, 2013, copy attached. Residents of Clackamas County can choose mediation—with assistance from volunteer, court-affiliated, and private mediators—as a “first resort” to peacefully resolve their own conflicts, which promotes safer communities, schools and families, saves time and money, and creates better outcomes for everyone.

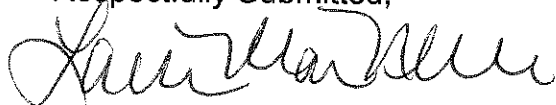
Oregon’s Governor, Secretary of State, Attorney General and Chief Justice have shown their commitment to the use of mediation for problem-solving and dispute resolution, making Oregon a leader in providing statewide integrated approaches to the effective resolution of community, court, and public policy disputes.

A wide variety of organizations provide and support mediation and dispute resolution services to the citizens of Clackamas County, including Resolution Services and the Juvenile Department Victim Offender Dialogue Program. Last week, the 27th annual conference of the Oregon Mediation Association was held on November 2 & 3 in Portland. The Northwest Justice Forum was held in Clackamas County on June 26 & 27, and the Coalition of Victim Offender Mediation Programs was renamed the Restorative Justice Coalition of Oregon in 2013.

Resolution Services Mission: To empower Clackamas County residents, families, communities, organizations, businesses, and governments to resolve disputes effectively, peacefully and collaboratively.

RECOMMENDATION: Support Resolution Services in Clackamas County; a cost effective, restorative response to citizen conflict and victims of crime which increases public safety.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Lauren Mac Neill". The signature is fluid and cursive, written over the printed name below.

Lauren Mac Neill,
Resolution Services Director



RESOLUTION SERVICES

Public Services Building

2051 Kaen Road, PSB #210 / Oregon City, OR 97045

November 14, 2013

Mediation Data Sampling

10/1/2012 - 9/30/2013

Total Mediated Cases	1219
Domestic Relations	484
Community	223
Small Claims	512
Overall Resolution Rate	78%

Outcomes:

Domestic Relations

- 82% reported that mediation helped them understand their partner's point of view
- 84% reported that mediation helped them understand how they and their other family members, including children, are affected by family conflict
- 71% reported they plan to or have already used the skills learned in mediation to resolve future disputes with other parties

Community Dispute Resolution

- 88 % were satisfied with their overall mediation experience
- 97% would recommend mediation to others

Victim Offender Dialogue (VOD)

- 97% of youth said that VOD gave them a better understanding of how their actions affected victims
- 90% of victims believed the offender(s) was adequately held accountable for his/her behavior
- 96% of victims thought dialogues make the justice process more responsive to their needs

STATE OF OREGON
PROCLAMATION

OFFICE OF THE GOVERNOR

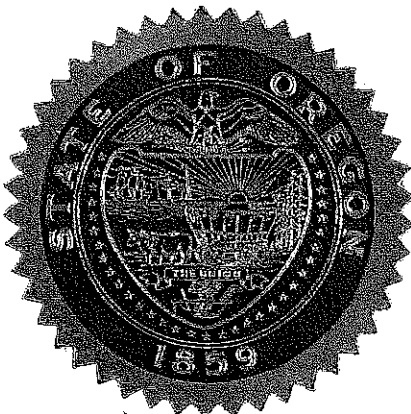
- WHEREAS:** Oregonians can choose mediation – with assistance from hundreds of volunteer, court affiliated, and private mediators – as a “first resort” to peacefully resolve their conflicts, thereby promoting safer communities, schools, and families, and saving time and money; and
- WHEREAS:** Oregon is committed to the use of mediation for problem-solving, making Oregon a leader in providing opportunities for the effective resolution of disputes; and
- WHEREAS:** A wide variety of organizations provide and support mediation and dispute resolution services to Oregonians including the Oregon Office for Community Dispute Resolution, community mediation centers, the Oregon Department of Justice, the University of Oregon School of Law’s ADR Center, Portland State University, Oregon Consensus, Regional Solutions, the Oregon Judicial Branch, the Oregon Mediation Association, the Restorative Justice Coalition of Oregon, the Oregon State Bar, and others; and
- WHEREAS:** Oregon Revised Statutes Chapter 36 provides the framework to integrate appropriate dispute resolution into the State of Oregon; and
- WHEREAS:** The 27th annual conference of the Oregon Mediation Association will be held November 1-2, 2013 in Portland to promote the use of mediation. A wide array of school-based and community initiatives for non-violent and restorative conflict resolution approaches are also delivered annually, including the Northwest Justice Forum.

NOW,

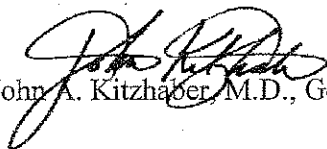
THEREFORE: I, John A. Kitzhaber, M.D., Governor of the State of Oregon, hereby proclaim **November 2013** to be

MEDIATION MONTH

in Oregon and encourage all Oregonians to join in this observance.



IN WITNESS WHEREOF, I hereunto set my hand and cause the Great Seal of the State of Oregon to be affixed. Done at the Capitol in the City of Salem in the State of Oregon on this day, October 3, 2013.


John A. Kitzhaber, M.D., Governor


Kate Brown, Secretary of State



Oregon

John A. Kitzhaber, M.D., Governor

Department of Transportation

Office of the Director

355 Capitol St NE

Salem, OR 97301

Phone: (503) 986-3289

Fax: (503) 986-3432

November 12, 2013

John Ludlow, Chair
Clackamas County Board of County Commissioners
Public Services Building
2051 Kaen Road
Oregon City, Oregon 97045

ORINGINAL SENT VIA EMAIL

Dear Chair Ludlow:

Thank you for your October 29, 2013, letter on behalf of the Clackamas County Board of Commissioners regarding the Columbia River Crossing project Governor Kitzhaber asked me to reply to your letter, in which you expressed concerns about potential traffic effects on I-205 that could occur as a result of tolling the I-5 bridge. Specifically, you requested information about the accuracy and purpose of the September revenue analysis completed by CDM Smith, including diversion assumptions and potential implications to Clackamas County planning efforts on the southern stretch of I-205. In addition, you noted the need for a system-wide traffic management approach to I-5 and I-205. I have summarized your questions below in bold and addressed each of them.

“Clackamas County believes that tolling the CRC will create unmanageable congestion along I-205....” and “Clackamas County will experience more negative effects from trip diversion than any other county”

Future congestion in the I-205 corridor will occur with or without tolling on I-5.

Metro forecasts the regional population will increase by 750,000 people by 2035. As the population grows, regional trips will also increase, including those across the Columbia River, causing increased congestion. This regional growth will occur with or without an I-5 replacement bridge over the Columbia River. Impacts for the forecast horizon, typically 20 years, were carefully evaluated for all CRC alternatives through the Environmental Impact Statement process. These analyses projected that the I-205 bridge would reach capacity (roughly 200,000 vehicles per day) with or without the replacement I-5 crossing by the year 2030. CDM Smith’s analysis validates that the I-205 bridge could reach volumes over 200,000 daily trips by 2036.

Specific to Clackamas County, our analysis has shown that with the CRC project, I-205 traffic volumes in 2030 south of I-84 are forecast to increase by approximately 2,000 to 4,000 additional daily trips, or about a 1-3 percent increase in traffic, compared to not building the project.

“The County is currently updating its 20-year Transportation System Plan. It is important that we have accurate information on impacts to I-205 in order to effectively plan for the future...”

ODOT agrees that regional transportation decisions and priorities should be made in the context of the regional transportation plan.

As you know, transportation planning is conducted in the context of regionally adopted forecasts, developed by Metro, and using nationally recognized regional planning tools like Metro’s Travel Demand Model. As required by state law and the regional transportation plan, the Metro forecast and modeling tools are those that inform all of our transportation planning efforts, both for ODOT and Clackamas County. The CRC project is included in these regional planning tools and efforts to update the county 20-year transportation plan inherently account for the project.

With no planned increases to I-205 bridge capacity, we expect that the I-205 bridge will experience increased congestion due to regional growth. Modeling for the CRC environmental impact statement projected the I-205 bridge to be at capacity (roughly 200,000 vehicles per day) in 2030, with or without the CRC project.

“The investment grade analysis appears to predict that I-205 could fail as soon as 2022” and “Clackamas County requests that ODOT provide an updated and accurate analysis of the amount and timing of additional traffic that can be expected on I-205 under the proposed CRC plan.”

The CDM Smith projections provide the most current data developed for toll revenue forecasting purposes. Traffic projections for cross-river trips resulting from this work will continue to change as toll rate assumptions, economic forecasts and other variables are refined. CDM Smith’s work will always focus on estimating revenue from tolling I-5 and will use prudent assumptions that will *not overstate revenue*. These conservative forecasts have the *potential to overstate diversion*, especially in the latter years of the forecast when regional congestion is expected to strongly influence route choice.

Earlier tolling studies (2009-10) provided preliminary information on diversion for 2030. Those studies acknowledged that diversion is connected to value of time, as a person’s trip choice is a function of their value of time. Therefore, diversion would be higher at the onset of tolls, when toll rates are increased, when the cost is perceived as new or higher, and when I-205 is less congested.

The September CDM Smith analysis, based on updated independent economic forecasts, shows the potential for I-205 to reach capacity by 2036. This analysis is based on many assumptions such as the rate of toll, the strength of the economy, and personal choices associated with a person’s value of time. Because of this variation, the results provide a range of revenue that reflects the preliminary stage of this work. Using any of the traffic diversion numbers alone as an absolute prediction would not be appropriate.

The CDM Smith analysis demonstrates that diversion is expected to be higher at the onset of tolls, consistent with what SR 520 in Washington and other projects have experienced. Over time, regional growth and congestion on I-205 will lead more and more cross-river traffic to

take I-5. This is demonstrated in the table below showing I-5 shouldering the greatest increase in volume between FY 2016 and FY 2036. Under the tolled forecast, I-5 traffic would be expected to increase roughly 26 percent, while I-205 traffic would increase in the range of 8 to 16 percent. Continued reduction in diversion to I-205 is expected after 2036.

The daily volume differentials in the table below are the most current numbers from CDM Smith’s work and are the most current diversion figures available. However, for a variety of reasons these figures only partially represent diversion. In particular, these figures do not estimate diversion actually caused by the project: they only estimate diversion due to building the project while tolling I-5 compared to building the project without tolling I-5; they do not estimate diversion from building the project while tolling I-5 compared to the No-Build scenario. By not comparing to a No-Build forecast, these figures compare the CRC project with a future that would never be realized-- building the CRC project without tolls. CDM Smith forecasts did not include a comparative No-Build forecast and as such there is no representation of the benefit to I-205 of improving the I-5 river crossing; today, some users divert to I-205 from I-5 due to congestion in the I-5 corridor. Without the project, congestion on I-5 is expected to grow significantly, which would further exacerbate the existing diversion of motorists from I-5 to I-205. Consequently, comparing tolling I-5 with the project to a No-Build scenario would likely lead to a reduction in the apparent diversion numbers. Also, these figures present the net volume differences by facility, which combines the effects of all choices a person may make, therefore not demonstrating the number of users specifically diverting from I-5 to I-205.

These figures are based on assumptions and are expected to change when the investment grade analysis is completed at the end of this year.

**Forecasted Daily Trips on I-5 and I-205
from CDM Smith’s Preliminary September 2013 Toll Revenue Analysis**

FY 2016			FY 2036			
	I-5 Bridge	I-205 Bridge	Total	I-5 Bridge	I-205 Bridge	Total
Tolled ^{1,2}						
High	87,770	171,649	259,419	117,909	204,781	322,691
Low	74,877	163,927	238,803	101,098	178,555	279,652
No Toll ³						
High	124,563	140,841	265,403	184,191	168,230	352,420
Low	123,030	139,225	262,255	168,496	152,073	320,569
Daily Volume Differential (Value and Percent)						
High	(36,793)	30,808	(5,984)	(66,282)	36,551	(29,729)
	-30%	22%	-2%	-36%	22%	-8%
Low	(48,153)	24,702	(23,452)	(67,398)	26,482	(40,917)
	-39%	18%	-9%	-40%	17%	-13%

¹Initial traffic fluctuations due to user s adjusting to tolling are not included for this analysis

²FY2016 results include tolled and nighttime toll free assumptions

³No Toll scenarios are presented for comparison purposes only; there is no "no toll" scenario for the build project.

⁴Table represents current work, and is subject to change pending final investment grade analysis work

⁵Values shown are Average Daily Traffic (ADT) for the forecast year and crossing described. Percentage differences are taken as the percent change between the toll/no toll scenarios.

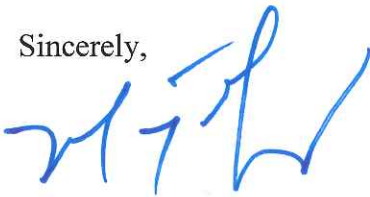
⁶"High" represents higher socioeconomic forecasts and higher tolls; "Low" in the table represent lower socioeconomic forecasts and lower toll rate assumptions respectively.

The Board of Commissioners has clearly conveyed its concerns, questions and suggestions to ODOT over the past five years as the CRC project has developed, and I thank you for continuing the dialogue. ODOT appreciates your questions about diversion as well as the board's suggested solutions, which have ranged from tolling I-205 (2008 letter) to considering other improvements on I-205 (Nov. 2013). While the CRC project will not implement tolling on I-205, ODOT's focus has been, and continues to be, to evaluate the I-5 improvements within the broader regional context. The Mobility Council, as mentioned in our April 2013 response, is still a priority for CRC project sponsors and was designed to evaluate performance on I-5 and regionally as the Oregon Transportation Commission moves through the public toll-rate-setting process on I-5.

ODOT's work, and the work of the project sponsors to date, clearly shows that the project will provide regional and statewide economic benefits. CRC will address a significant bottleneck on I-5, greatly improving safety and reliability for freight and local trips. However, ODOT won't stop with CRC. ODOT continues to work with the region to plan future projects, including those in Clackamas County.

I appreciate the opportunity to address the issues you raised in your letter to Governor Kitzhaber and hope this information is helpful. In addition, staff is available to provide a technical briefing to the board if that would be helpful in the future.

Sincerely,



Matthew L. Garrett
Director

Cc: John Kitzhaber, Governor
Karmen Fore, Governor's Transportation Policy Advisor
Ted Wheeler, Oregon State Treasurer
Pat Egan, Chair, Oregon Transportation Commission
Oregon legislators
Federal Congressional Delegation
Metro Council
Clackamas County Business Alliance
Clackamas County Mayors
Association of Oregon Counties

November 14, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Contract Amendment with
Metropolitan Family Services

Purpose/Outcomes	This contract provides Family Reunification services that connect a minimum of 75 families to existing social services provided by the county and provides parent education services, to a minimum of 75 families to immediately stabilize the family while they wait to enter existing treatment services that will resolve the State Department of Human Services family's long term services needs.
Dollar Amount and Fiscal Impact	Total contract amount is \$159,034.00. No County staff are paid through this contract.
Funding Source	State of Oregon acting by and through its Department of Human Services
Safety Impact	N/A
Duration	Effective upon signature and terminates on October 31 st , 2014
Previous Board Action	N/A
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	6497


BACKGROUND:

The Children, Youth and Families Division (CYF) of the Health, Housing & Human Services Department requests the approval of an amendment with Metropolitan Family Services. CYF has been charged with oversight of this contract as of November 1, 2013. The contract is the result of a partnership between the County and the Oregon Department of Human Services – Clackamas Region Branch. CYF's role is to ensure that Family Reunification services, (specifically Parent Education), are delivered to 75 Clackamas County families. Metropolitan Family Services was pre-chosen by the Oregon Department of Human Services through their prescribed procurement process. This contract has been reviewed and approved by County Counsel. No County General Funds are involved with this contract.

RECOMMENDATION:

Staff recommends the Board approval of this amendment and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Cindy Becker, Director

AGENCY SERVICE CONTRACT
(Regular Services or Community Development)
(FY13-14)

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 Metropolitan Family Services, Inc. hereinafter called "AGENCY."

I. SCOPE OF SERVICES

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

Provide Family Reunification services that: 1) connect families to existing social services provided by the county and 2) provide parent education to a minimum of 75 families to immediately stabilize the family while they wait to enter existing treatment services that will resolve the DHS client/family's long term service needs 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 **November 1, 2013**. This agreement shall terminate **October 31st, 2014**.

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 **\$159,034.00**.

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.

AGENCY SERVICE CONTRACT

- 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 - 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

AGENCY SERVICE CONTRACT

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 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

AGENCY SERVICE CONTRACT

renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

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.

AGENCY SERVICE CONTRACT

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 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.

AGENCY SERVICE CONTRACT

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. 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
Metropolitan Family Services, Inc.

By 

Judy Strand
Name (Typed)

Chief Executive Director
Title

10/31/13
Date

1808 SE Belmont
Street Address

Portland 97214
City/Zip

503-232-0007
Phone Number

93-0397825
TIN, FIN or S.S.#

CLACKAMAS COUNTY
Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Toofie Smith

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services

Date


Rodney A. Cook, Director
Children, Youth & Families Division

11-5-13
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 15, 2013
 - 2nd Quarter, Oct 1 – Dec 31: due on Jan 15, 2014
 - 3rd Quarter, Jan 1 – Mar 31: due on Apr 15, 2014
 - 4th Quarter, Apr 1 – Jun 30: due on Jul 15, 2014
 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.

AGENCY SERVICE CONTRACT

7. **Internal Controls**

- AGENCY shall submit a completed Annual Fiscal Capability Assessment to CYF on or before December 31, 2013.

8. **Funder Recognition**

- AGENCY shall demonstrate good faith efforts to acknowledge the COUNTY's Commission on Children & Families when communicating with media representatives and when creating and distributing flyers describing services, workshops and other contract related details.

9. **Resource Expansion**

- AGENCY shall demonstrate good faith effort to secure other funding to increase program capacity, enter into collaborative efforts and initiatives, and/or decrease dependence on long-term Commission on Children and Families funding.

10. **Use of Grant Funds**

- No grant funds shall be used, directly or indirectly, to promote or oppose any political committee, or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder.

11. **HIPAA Compliance**

- If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), AGENCY agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, if the work performed under this Contract is covered by HIPAA, AGENCY shall comply with the following:
 - i. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, AGENCY, its agents, employees and subcontractors shall protect individually identifiable health information obtained or maintained about Department's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. This Contract may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.
 - ii. Data Transaction Systems. Any electronic exchange of information on or after October 16, 2002, between AGENCY and COUNTY to carry out financial or administrative activities related to health care will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). The following types of information exchanges are included: Health care claims or equivalent encounter information; health care payments and remittance advice; coordination of benefits; health claim status; enrollment and disenrollment in a health plan; eligibility for a health plan; health plan premium payments; referral certification and authorization; first report of injury; and health claims attachments. This Contract may be amended to include additional terms and conditions related to data transactions.
 - iii. Consultation and Testing. If AGENCY reasonably believes that the AGENCY's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, AGENCY shall promptly consult the COUNTY's HIPAA officer. AGENCY or

AGENCY SERVICE CONTRACT

COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY's testing schedule.

III. Performance Standards-County:

County shall:

1. Administer this contract in compliance with the Commission on Children and Families Act (Oregon laws 1993), and the Oregon Administrative Rules for the Commission on Children and Families, Chapter 423.
2. Communicate with service providers about contract performance and about Children, Youth & Families Division' operations, standards and objectives.
3. Provide technical assistance to the AGENCY in developing activities to address the needs of minority youth, program contract amendments, wellness referrals, collaborative services, community development projects and resources.

EXHIBIT 2

PAYMENT PROCEDURES AND REPORTING REQUIREMENTS

1. PAYMENT PROCEDURES

The compensation authorized in this agreement shall include reimbursable expenses as prescribed in the COUNTY-approved budget in Exhibit 3 and in accordance with OMB Circulars A-87 if agency is a local government, A-122 if non-profit, A-133 if college. This amount does not include expenses for unusual and special activities or materials not included in the scope of services. Such unusual and special expenses will not be incurred without prior COUNTY approval. In addition, expense totaling an amount greater than the total budget for this project shall not be incurred without prior written consent of the COUNTY.

a) Payment Options:

AGENCY shall submit a monthly Request for Funds and Fiscal Report within 15 days of the end of each month. COUNTY reserves the right to reduce monthly payment by the amount of unexpended funds during the previous month. The monthly fiscal report shall be in accordance with the approved budget in Exhibit 3.

OR

AGENCY shall submit a quarterly Request for Funds and Fiscal Report within 15 days of the end of each quarter. COUNTY reserves the right to reduce quarter payment by the amount of unexpended funds during the previous quarter. The quarterly fiscal report shall be in accordance with the approved budget in Exhibit 3.

The COUNTY shall make payment to AGENCY within 30 days of receipt and approval of each funds request and fiscal report submittal. AGENCY shall submit a quarterly "Program Performance Progress Report" in accordance with Exhibit 1, and section 3 of Exhibit 2 of this contract.

Reimbursement request required to be prepared and submitted by AGENCY to the COUNTY shall be accurate and correct in all respects, supported by attached documentation and traceable to source documents through AGENCY's accounting records. Should inaccurate reports be submitted to the COUNTY, the COUNTY may elect to have AGENCY secure the services of a certified accounting firm. Cost of such accounting services are to be borne by AGENCY and not reimbursed from funds authorized by the agreement unless specifically agreed to between AGENCY and COUNTY in writing.

AGENCY shall submit a financial statement covering all expenditures within 30 days following the end of the contract. When the total fund advanced does not equal the AGENCY's total actual expenditures and the total budget, the financial statement shall include either:

- A. A request for reimbursement of program expenditures. Such request shall not bring the total of funds received by the AGENCY in an amount in excess of the budget; or
- B. Contract amendment suitable to both the COUNTY and AGENCY.
- C. The return of all unexpended funds to the COUNTY.

AGENCY SERVICE CONTRACT

AGENCY shall return all unexpended funds to the COUNTY within 10 days of the contract's termination when such termination is due to the AGENCY's failure to provide services in accordance with the contract.

Withholding of Contract Payments: Notwithstanding any other payment provision of this contract, 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.

2. RECORDKEEPING

AGENCY shall keep detailed records of time and expenditures incurred and funded by this contract. Such records shall adequately identify the source and application of funds for activities within this contract in accordance with the provisions of OMB Circular (A-110 for non-profits, A-102 for local governments). These records shall allow accurate statements pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income in accordance with generally accepted accounting practices.

AGENCY shall maintain a system of internal control comprising a documented plan of all coordinating procedures adopted to account for and safeguard its assets, check the adequacy and reliability of its accounting data, promote operating efficiency, and assure adherence to applicable regulations.

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other source documentation evidencing in proper detail the nature and propriety of charges. All accounting documents shall be clearly identified and readily accessible.

Financial records and supporting documents pertinent to this agreement shall be retained by AGENCY for a period of three years from the date of completion of the contract except as follows:

- Records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

3. PROGRAM REPORTS

AGENCY shall submit program performance reports for each quarter of the fiscal year. These quarterly reports are to include: 1) Demographic report; 2) work plan outcomes, services and development activities performance report. The quarterly reports are due to the COUNTY within 30 days of the end of each fiscal year quarter.

AGENCY shall complete and submit other reports as required and supplied by the COUNTY.

4. MONITORING

COUNTY shall evaluate the services provided under this contract primarily by quarterly workplan progress reports. The COUNTY may also conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program and agency policies, procedures and files. COUNTY shall

AGENCY SERVICE CONTRACT

give written notification of problem areas related to performance under this contract, including requirements and time lines for corrective action.

The AGENCY will gather data necessary to complete quarterly workplan performance and budget, and any other reports required by the COUNTY.

The AGENCY will provide the client confidentiality releases necessary to facilitate site visits by the COUNTY.

At any time during normal business hours and as often as the COUNTY, or other appropriate state or federal representatives may deem necessary, the AGENCY shall make available to the COUNTY for examination all its records with respect to matters covered by this contract for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Should any records not meet the minimum standards of grant administration of the COUNTY, the COUNTY reserves the right to withhold any or all of its funding to AGENCY until such time as the standards are met. The COUNTY may require AGENCY to use any or all of the COUNTY's accounting and administrative procedures used in planning, controlling, monitoring and reporting all fiscal matters relating to this contract.

The COUNTY reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted or controlled in any way. If any audit or examination determines the AGENCY has expended funds which are questionable or disallowed, the AGENCY shall be given the opportunity to justify questioned and disallowed expenditures prior to the COUNTY's final determination. Any disallowed costs resulting from the final determination shall be remitted to COUNTY from AGENCY's non COUNTY-administered funds, payable by check within 30 days of final determination.

5. AUDIT

AGENCY shall have an annual audit performed of projects funded by this agreement unless specifically waived in writing by COUNTY. Audits shall be performed by an independent certified accountant in accordance with GAO Audit Standards, OMB Circulars (A-133 and A-110 for non-profits, A-128 for local government agencies), and generally accepted auditing standards. Audit schedules shall clearly show statement of COUNTY-funded assets, liabilities, fund balance, revenues, and expenditures separately from non COUNTY-funded assets, liabilities, fund balance, revenues and expenditures.

Auditor shall be selected competitively and AGENCY should contract with auditor to assure proper scope, reports and timelines are maintained.

Audits are not required for cost reimbursement contracts under \$25,000.

Audits are due 120 days after the end of the contract period.

6. CAPITAL PURCHASES

Capital purchases through children and youth services grants are subject to Oregon Administrative Rule 436-010-0036 which indicates capital purchases to be the property of the COUNTY unless the COUNTY determines otherwise.

AGENCY SERVICE CONTRACT

Capital purchases through children and families services grants are defined according to State of Oregon purchasing rules; initial value of more than \$5,000.

EXHIBIT 3

BUDGET

1. AGENCY shall submit for COUNTY approval a budget indicating the amount of COUNTY funds allocated for project performance as described in the scope of services. Budget shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor compliance with the contract.

Any allocations of budgeted costs not directly allocable to the project shall be made in accordance with OMB Circular A-87, A-122 and A-133, and shall be properly documented by budget attachments.

2. Program income defined as amounts generated by the use of COUNTY funds shall be used to expand the program. AGENCY shall keep records to accurately record and report the use of program income.
3. AGENCY and the COUNTY shall administer budget adjustments and balances through the following processes:

ADJUSTMENTS

AGENCY shall not make major budget adjustments without prior written approval of the COUNTY. AGENCY is to notify the COUNTY of minor budget changes.

Major budget adjustments are defined as:

- those changes that move funds between the major budget categories of Personal Services, Materials and Services, Capital Outlay or Equipment, or
- those changes that exceed 10% within a major budget category.

Minor budget adjustments are those changes where less than 10% of the funds within a budget category (Personal Services, Materials and Services, Capital Outlay or Equipment) are moved between expenditure line items.

The COUNTY, working with the Commission on Children & Families and staff of the Children, Youth & Families Division, will work with the AGENCY to manage budget adjustments.

BALANCES

The AGENCY is to forecast any expected grant balance and notify the Children, Youth & Families Division by April 30 of each fiscal year. See also Payment Procedures in Exhibit 2.

4. Line item budget (COUNTY provided form attached).

Children, Youth & Families Division
 Annual Work Plan
 Exhibit 1

Provider: Metropolitan Family Services
 Activity: Strengthening, Preserving, Reunifying Families
 Contact: Judy Strand

Focus Area: Clackamas

HLO: Stable Families

Contract Period: November 1, 2013 - October 31, 2014

Activities/Outputs	Intermediate Outcomes/Measurement Tool		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
<i>Description of program or project. Methods for providing program. Specific processes or events undertaken. How many, how often, over what duration, start and end dates? Calculate by quarter and total aggregate, unduplicated.</i>	<i>The effectiveness of an activity or program in terms of quantity (amount or frequency) or quality. Expressed in terms of a percent improvement. Identify the instrument used to measure the effectiveness of the activity or program and the timing of its use.</i>	# Served					
		# Assessed					
		# Successful					
		% Successful					
PARENT EDUCATOR1: 75 families will receive parent education services	PAR ED.1A: 75% families receiving services under this contract will achieve service plan goals.	# Served					
		# Assessed					
		# Successful					
		% Successful					
	PAR ED.1B: 75% of family's children will not further penetrate the child welfare system.	# Served					
		# Assessed					
		# Successful					
		% Successful					
PARENT EDUCATOR2: 75 families will be connected to needed services.	PAR. ED2: 75% of families are connected to care-coordination entities, school staff, medical homes, family advocates, home visitors, counselors, nurses or natural helpers.	# Served					
		# Assessed					
		# Successful					
		% Successful					
Overall Program Measures:	Number of Families served						
	Number of DHS families served that close DHS/CW case						

CLACKAMAS COUNTY CHILDREN, YOUTH & FAMILIES DIVISION
Annual Budget (FY 13-14) - Exhibit 3

Organization:	Metropolitan Family Services	Report For: <input type="checkbox"/> Jul 12 <input type="checkbox"/> Aug 12 <input type="checkbox"/> Sep 12 <input type="checkbox"/> Oct 12 <input type="checkbox"/> Nov 12 <input type="checkbox"/> Dec 12 <input type="checkbox"/> Jan 13 <input type="checkbox"/> Feb 13 <input type="checkbox"/> Mar 13 <input type="checkbox"/> Apr 13 <input type="checkbox"/> May 13 <input type="checkbox"/> Jun 13
Service:	Strengthening, Preserving, Reunifying Families	
Program Contact:	Judy Strand	
Date:	November 1, 2013 - October 31, 2014	

Category	Approved Grant Amount	Approved Match Amount	Approved Total Program Amount	Monthly Grant Expenditure	Monthly Match Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	YTD Match Expenditure	Total YTD Expenditure
Personnel (List salary, FTE & Fringe costs for each position)									
Parent Educator 0.50FTE	\$ 18,751.00		\$ 18,751.00			\$ -		\$ -	\$ -
Parent Educator/Coordinator 0.80FTE	\$ 34,228.00		\$ 34,228.00			\$ -		\$ -	\$ -
Parent Educator 0.80FTE	\$ 30,618.00		\$ 30,618.00						
			\$ -			\$ -		\$ -	\$ -
Manager 0.2FTE	\$ 8,557.00		\$ 8,557.00			\$ -	\$ -	\$ -	\$ -
Manager 0.1FTE	\$ 5,847.00		\$ 5,847.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Fringe 21%	\$ 28,135.00		\$ 28,135.00			\$ -		\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Personnel Svcs	\$ 126,136.00	\$ -	\$ 126,136.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration									
Personnel	\$ 18,197.00		\$ 18,197.00			\$ -		\$ -	\$ -
Professional	\$ 3,442.00		\$ 3,442.00			\$ -		\$ -	\$ -
Supplies	\$ 262.00		\$ 262.00			\$ -		\$ -	\$ -
Phone	\$ 489.00		\$ 489.00						
Occupancy	\$ 302.00		\$ 302.00						
Travel	\$ 120.00		\$ 120.00						
Training	\$ 388.00		\$ 388.00			\$ -	\$ -	\$ -	\$ -
Total Administration	\$ 23,200.00	\$ -	\$ 23,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies									
Office/materials	\$ 2,230.00		\$ 2,230.00			\$ -		\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Equipment									
Equipment Maint/Rental	\$ 655.00		\$ 655.00			\$ -		\$ -	\$ -

			\$ -			\$ -	\$ -	\$ -	\$ -
General Office			\$ -						
Rent	\$ 1,000.00		\$ 1,000.00			\$ -	\$ -	\$ -	\$ -
Utilities			\$ -			\$ -	\$ -	\$ -	\$ -
Printing			\$ -			\$ -	\$ -	\$ -	\$ -
Telecommunications	\$ 1,329.00		\$ 1,329.00			\$ -	\$ -	\$ -	\$ -
Insurance(s)			\$ -			\$ -	\$ -	\$ -	\$ -
Audit			\$ -			\$ -	\$ -	\$ -	\$ -
Postage			\$ -			\$ -	\$ -	\$ -	\$ -
Professional Fees & Contract Svcs									
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Travel									
Conferences & Training	\$ 1,150.00		\$ 1,150.00			\$ -	\$ -	\$ -	\$ -
Mileage	\$ 3,334.00		\$ 3,334.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Additional (please specify)									
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Program Costs	\$ 9,698.00	\$ -	\$ 9,698.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ 159,034.00	\$ -	\$ 159,034.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

COPY

November 14, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval for a New Revenue Grant Award Agreement with the
National Network of Public Health Institutes

Purpose/Outcomes	The Quality Improvement Project that will be implemented as a result of this grant will assist in improving the Public Health Division's process for soliciting feedback from clients being served. The ultimate goal is that more culturally proficient services will be delivered across all of the Public Health Division's services.
Dollar Amount and Fiscal Impact	Contract provides revenue of \$7,000
Funding Source	Kaizen Grant received by the National Network of Public Health Institutes. 252-3210-8150-360001-40116
Safety Impact	N/A
Duration	11/1/13-7/31/14
Previous Board Action	None
Contact Person	Dana Lord 503-655-8479
Contract No.	6491

Background

Clackamas County Public Health Division (CCPHD) has been awarded grant funding from The National Network of Public Health Institutes (NNPHI), in partnership with Continual Impact, LLC to provide health departments with foundational quality improvement trainings as well as onsite coaching to help Public Health Quality Improvement Leaders develop and/or enhance foundational skills for making organizational change and improvement faster than previously demonstrated.

This grant revenue will allow CCPHD's Strategic Direction to improve public health effectiveness, implement a performance management plan and improve customer satisfaction processes. It also supports the H3S mission of "culturally proficient services" by informing CCPHD programs, through client feedback, on how we can better deliver services across all of the Public Health Division's services.

This contract is effective November 1, 2013 and terminates July 31, 2014. This contract has been reviewed by County Counsel on October 30, 2013. This contract is being processed retro-active due to the late award notice from national Network of Public Health Institutes.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director



New Orleans Office
1515 Poydras St. Suite 1490
New Orleans, LA 70112
Direct: 504.301.9826
Fax: 504.301.9820
nnphi.org

DC Office
1301 Connecticut Ave. NW Suite 200
Washington, DC 20036
Direct: 202.304.1560
Fax: 504.301.9820

Transmitted to Clackamas County Public Health Division via email to Sherry Whitehead, SWhitehead@clackamas.us

Re: Memorandum of Agreement No. 619 – COPPHI: Kaizen Event Program

Dear Ms. Whitehead:

Congratulations on your organization's selection for participation in the COPPHI: Kaizen Event Program. This memorandum of agreement (MOA) details the terms of your health department's participation and the resources that the National Network of Public Health Institutes (NNPHI) will provide to your organization.

For participation in the program term, which shall commence on November 1, 2013 and extend through July 31, 2014, your health department shall receive the following support from NNPHI:

- Reimbursement for travel, lodging, and per diem for one person designated as your organization's "QI Leader" to attend three in-person sessions. All reimbursements shall be made in a manner consistent with NNPHI's Travel Policy, which shall be provided to your health department upon execution of this MOA.
- Direct support from a designated QI Coach with expertise in foundational and advanced QI methods including Kaizen, conducting Kaizen events and coaching others. The support shall include:
 - 48 hours of QI foundational and kaizen event training for the designated QI Leader
 - Regular QI coaching that covers kaizen event preparation, installation of the results, reporting and change management
 - Onsite QI coaching support to co-lead a kaizen event at the health department (5 consecutive days) with the QI Leader
- Materials supplied by NNPHI's contractor, Continual Impact, LLC, including:
 - Kaizen event support materials (e.g., wall charts, post its markers, flash drive with kaizen materials)
 - Support for meals for the event team during the kaizen event
- Participation in a learning community with the QI Leaders from the other participating organizations including a web-based site for shared project materials, information and questions, and regular community calls and individual support.
- Opportunity to present at the NNPHI Open Forum for Quality Improvement in Public Health.

If you find the foregoing acceptable, please have your organization's authorized signatory complete, sign and return the second page of this letter to Aaron Zubler, Senior Contracts and Operations Manager via email at azubler.nnphi.org.

We are pleased to partner with you and look forward to our continued partnership.

Sincerely,

A handwritten signature in black ink that reads 'Sarah Gillen'.

Sarah Gillen, MPH
Vice President
National Network of Public Health Institutes



New Orleans Office
1515 Poydras St. Suite 1490
New Orleans, LA 70112
Direct: 504.301.9826
Fax: 504.301.9820
nnphi.org

DC Office
1301 Connecticut Ave. NW Suite 200
Washington, DC 20036
Direct: 202.304.1560
Fax: 504.301.9820

I, _____, as the organization's authorized representative, agree to the terms and conditions outlined in this letter as evidenced by my signature below.

Signature _____ Date _____

All communications regarding this Memorandum of Agreement (MOA), including any compensation, shall be sent to:

Organization Name/Individual Name: Sherry Whitehead

Mailing Address: 2051 Kaen Rd, Suite 367, Oregon City, OR 97045

Phone: 503-742-5342

Main Contact Email: SWhitehead@co.clatsamas.or.us Tax ID/ SSN: 93-6059286

Communications for this MOA should be directed to (if different than address for compensation):

Organization Name/Individual Name: _____

Mailing Address: _____

Phone: _____

Contact Email: _____



5

Capt. Chris Hoy
Director

COMMUNITY CORRECTIONS

FIELD SERVICES
1024 MAIN ST. | OREGON CITY, OR 97045

November 14, 2013

Board of County Commissioners
Clackamas County

Members of the Board:


Approval of Intergovernmental Agreement No. 4855 between the
State of Oregon, Department of Corrections and Clackamas County

Purpose/Outcomes	This IGA will provide funding for Community Corrections Men's and Women's Corrections Substance Abuse Programs for the fiscal year 2013-2014.
Dollar Amount and Fiscal Impact	The IGA value is \$ 330,558 and funds 19% of these programs.
Funding Source	State of Oregon Department of Corrections, Measure 57 supplemental funds.
Safety Impact	Provides Community Corrections in-patient drug treatment services including supervision, sanctions and treatment for convicted felons residing in the county.
Duration	Effective July 1, 2013 and terminates June 30, 2014.
Previous Board Action/Review	On 10/29/13 the Board reviewed and approved our 2013-2015 Biennial Plan. This IGA will fund these Substance Abuse Programs for the first year of the Biennial Plan.
Contact Person	Captain Chris Hoy, Director - Community Corrections - 503-655-8866

BACKGROUND: This IGA is required for any county receiving Community Corrections funds. Approval of this IGA allows for continuation of funding of the current Community Corrections Substance Abuse Programs through Measure 57 supplemental funds.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves Intergovernmental Agreement No. 4855 between Clackamas County and the Oregon Department of Corrections, for the Measure 57 supplemental funds.

Respectfully submitted,


Captain Chris Hoy, Director
Community Corrections

INTERGOVERNMENTAL AGREEMENT #4855
BETWEEN THE STATE OF OREGON AND CLACKAMAS COUNTY

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This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Clackamas County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between COUNTY corrections programs and the DEPARTMENT on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides "the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision";

Whereas, Oregon Laws 2008, chapter 14 (Measure 57) was passed by voters of the State of Oregon increasing sentences for certain drug trafficking and theft crimes, requiring addiction treatment for certain offenders at risk of reoffending, and authorizing DEPARTMENT to make grants to counties to provide supplemental funding;

Whereas, supplemental funds have been made available to counties for treatment of drug-addicted persons, in accordance to OAR Chapter 291, Division 31;

Whereas, supplemental funds are made available to counties based on a formula that matches the COUNTY's percentage share of community corrections grant-in-aid funds;

Whereas, the DEPARTMENT will administer distribution of grants to counties;

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement, excluding the Duration of the Agreement. Plan Modifications are **NOT** Amendments.
- B. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- C. Corrections Information System (CIS): A DEPARTMENT software program containing a data base of information about inmates in prison and on probation, parole and post-prison supervision;
- D. County Corrections: All COUNTY agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f).
- E. County Corrections Intervention Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan.
- F. County Intervention Plan (Plan): A document developed by the COUNTY and approved by the DEPARTMENT which describes COUNTY's approach to providing

effective interventions for drug addicted offenders under COUNTY supervision. The County Intervention Plan is described in Exhibit A, County Intervention Plan and Budget Summary.

- G. Intervention: A response to Participant compliance of conditions of the Plan.
- H. Intervention Budget Summary: A budget submitted by COUNTY and approved by DEPARTMENT which identifies personnel, materials, services and funding COUNTY will use to implement the Plan. COUNTY's Intervention Budget Summary is described in Exhibit A.
- I. M57 Tx: CIS Code provided in the treatment module, for which COUNTY must use to identify the Participants with their program.
- J. Participant: An offender, under supervision of the COUNTY and enrolled in the Plan.
- K. Plan Modification: A written change or alteration to the Plan promulgated by COUNTY modifying the Plan; or the Duration of the Agreement.
- L. Sanctions: A response to Participant violations of conditions of the Plan.
- M. Supervisory Authority: The local corrections official or officials designated by COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.
- N. Texas Christian University (TCU) Assessment Tool: The Texas Christian University Assessment tool, to be used on Participants in COUNTY program, mandated by the DEPARTMENT.

II AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

B. Duration

This Agreement will become effective on the date it is signed by every party to the Agreement and all approvals have been obtained, and will remain in effect until June 30, 2014 or until terminated according to Section XI (*Termination*).

III PLAN; PLAN MODIFICATIONS

- A. The Plan must be received and approved by DEPARTMENT before allocations of funds described in Section VIII can be made to COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the

need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.
- D. Plan Modifications shall become effective upon the date the Plan Modification is approved in writing by the DEPARTMENT.

IV AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties. An Amendment shall become effective only after all parties have signed and all approvals have been obtained.

V DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility to provide services as outlined in the Plan.
- B. COUNTY shall incorporate the principles described below into the Plan:
 - 1. Treatment programs shall be evidence-based. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
 - 2. Assessment which is standardized, objective, and comprehensive shall be used to prioritize treatment, determine criminal risk factors, and to determine the proper level of care. Assessments of risk shall be based on actuarial risk assessment tools.
 - 3. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
 - 4. An individual case plan shall be developed for each Participant. The case plan shall include criminal risk factors in addition to addiction that will be addressed in treatment.
 - 5. Treatment program design shall address issues of motivation. Treatment options shall be available for Participants consistent with their assessed stage of change.
 - 6. Treatment shall be based on cognitive and behavioral interventions and social learning approaches. Treatment programs shall be of sufficient length and intensity to produce stable behavior changes based on replacing old patterns of thinking and behaving and learning and practicing new skills for avoiding drug use and criminal behavior.

7. The Plan shall utilize a system of graduated Sanctions and incentives which are swift and sure and which encourage recovery goals while holding Participants accountable for non-compliance behaviors.
 8. Weekly random drug testing shall occur, however frequency may decrease as Participant progresses. There shall be a consequence for this or any other rule violation, but that consequence shall not automatically result in withdrawal from treatment. Sanctions shall be administered in a manner to assure longer stays in treatment which are associated with good outcomes.
 9. Co-ed treatment shall be avoided if possible.
 10. Programs shall include relapse prevention planning and comprehensive transition planning so that participants are more likely to adjust to the next level of care or change in living situation.
 11. Addictions treatment programs must be licensed by the State of Oregon to provide addictions treatment.
- C. COUNTY shall incorporate the following data requirements:
1. COUNTY will identify Participants through the indicating 'Y' under the M57 Tx data field, located in the Treatment Module.
 2. The start and stop date of the actual program participation, as well as program exit code, will be entered into the CIS Treatment Module
 3. Program Participants will be assessed for level of severity of addiction, using the Texas Christian University assessment tool (available at no cost), and enter corresponding data as determined by DEPARTMENT.
- D. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into CIS in a complete, accurate, and timely manner. COUNTY acknowledges and agrees that DEPARTMENT has the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- E. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- F. COUNTY will follow DEPARTMENT's prescribed allotment and expenditure reporting system in accordance with Exhibit A. This system will be used for controlling County Corrections Intervention Grant funds by DEPARTMENT and to provide suitable records for an audit.

- G. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement.

VI DEPARTMENT RESPONSIBILITIES

- A. Participate according to this Agreement.
- B. Provide funding as described in Section VIII of this Agreement.
- C. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- E. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- F. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.
- G. DEPARTMENT will automate both the required Texas Christian University assessment tool and the M57 Tx data field.

VII PERFORMANCE GOALS

Interventions funded under this Agreement will be evaluated by the DEPARTMENT for treatment effectiveness. Goals for the evaluation are to determine if:

- A. Treatment programs are evidence-based, as evaluated by the Corrections Program Checklist.
- B. Recidivism is reduced: Participants will recidivate at lower rates than similar untreated offenders.
- C. Participants reduce drug use: Results of random urinalysis will be analyzed.
- D. Participants show evidence of improved community functioning: Improved community functioning will be measured by successful completion of the program and through the existing community corrections performance measures (successful completion of supervision, employment, payment of restitution and/or community service work).

VIII FUNDS

- A. Exhibit A identifies the County Corrections Intervention Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY will be made within 15 days after execution of this Agreement.
- C. DEPARTMENT will submit payment to COUNTY to the Authorized Representative identified in Section XVIII.
- D. Both parties agree that all reallocations of funds within programs shall require a Plan Modification, in accordance with Section III of this Agreement.
- E. Unexpended Funds: Fund balances remaining after June 30, 2014 may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan. To retain the unexpended funds COUNTY must submit a Plan Modification to DEPARTMENT reflecting the on-going services and requesting an extension of the Duration of the Agreement.
- F. Unauthorized Expenditures: Any grant funds disbursed to COUNTY that are expended for unauthorized purposes, or any Unexpended Funds not retained by COUNTY under Section VIII.E, will be deducted by DEPARTMENT from payment or refunded to DEPARTMENT promptly upon DEPARTMENT's written request and no later than 15 days after DEPARTMENT's written request.
- G. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed County Corrections Intervention Grant payable to COUNTY under this Agreement is \$330,558. The maximum grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.
- H. Disbursement of Grant Funds under this agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

IX NONCOMPLIANCE

- A. The Administrator or designee of the Community Corrections Division shall review COUNTY's compliance with this Agreement. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.

If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with the Agreement or Plan, including but not limited to standards of evidence-based treatment programs as required in Section V.B.1, DEPARTMENT and COUNTY shall proceed in accordance with OAR 291-031, to reach compliance or, if compliance is not obtained, to suspend funding.

X INDEMNIFICATION. See Exhibit B.

XI TERMINATION

- A. Parties Right to Terminate at its Discretion. At its sole discretion, any party to this Agreement may terminate this Agreement for its convenience upon 30 days' prior written notice.
- B. Parties may terminate this Agreement immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DEPARTMENT or COUNTY cannot lawfully perform its obligations under this Agreement.
- C. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension, but this Agreement may be extended only by written consent of the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon provides no funding. If there is reduced state funding, COUNTY may terminate the Agreement as described herein.

XII COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require COUNTY or DEPARTMENT to act in violation of state or federal law or the Constitution of the State of Oregon.

XIII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized

representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of (i) the date that is not less than three years following the Agreement expiration date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees full access to DEPARTMENT will be provided in preparation for and during litigation. Copies of applicable records shall be made available upon request. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

XIV SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, X, XI, XII, XIII, XIV, and XV.

XV GOVERNING LAW; JURISDICTION; VENUE

This Agreement will be governed by and construed according to the laws of the State of Oregon without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between DEPARTMENT (and/or any other Agency or department of the State of Oregon) and COUNTY that arises from or relates to this Agreement will be brought and conducted solely and exclusively within the Circuit Court of MARION County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no way will this Section or any other provision of this Agreement be construed as a waiver by the DEPARTMENT or the State of Oregon of any form of defense or immunity, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.

XVI WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVII EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

XVIII NOTICE

Except as otherwise expressly provided in this Agreement, any notices between the Parties to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to COUNTY or ODOC at the address or number set forth below, or to such other addresses or numbers as any Party may indicate pursuant to this section. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal

business hours of the recipient. Any notice given by personal delivery shall be effective when actually delivered to the Authorized Representatives listed below:

To DEPARTMENT: Jeremiah Stromberg, Assistant Director
Community Corrections Division
Department of Corrections
2575 Center St. NE
Salem, OR 97301
Telephone: 503-945-8876
Fax: 503-373-7810
E-Mail: Jeremiah.P.Stromberg@doc.state.or.us

To COUNTY: Chris Hoy, Director
Clackamas County Community Corrections
1024 Main Street
Oregon City, Oregon 97045
Telephone: 503-655-8603
Fax: 503-650-8942
E-mail: Choy@co.clackamas.or.us

The Parties may change the persons named in this section by notice to the other Parties as provided herein. No amendment to this Agreement is required to make such change.

XIX MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written agreement will be valid or binding. This Agreement will supersede all previous communications, representations, wither verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

CLACKAMAS COUNTY
BOARD OF COMMISSIONERS

Jeremiah Stromberg, Assistant Director

John Ludlow, Chair

Date

Title

Date

Reviewed by the
Oregon Attorney General's Office:

/s/ Dee K. Carlson
Senior Assistant Attorney General, 6/24/13

**EXHIBIT A
COUNTY INTERVENTION PLAN and BUDGET SUMMARY
CLACKAMAS COUNTY**

Program Name:	Corrections Center - Men's Corrections Substance Abuse Program (MCSAP)
Program Category:	Substance Abuse
Program Description:	The Men's Corrections Substance Abuse Program (MCSAP) is a residential alcohol and drug treatment program using 28 beds at the Corrections Center. MCSAP targets felony convicted high and medium-high risk to reoffend males on supervision. Participants may be on parole, post-prison supervision or probation with Clackamas County. MCSAP is approximately one year in length with a minimum of six months in residence at the Corrections Center. Treatment is provided by licensed Mental Health Therapists who specialize in both addictions and in working with the offender population. Focus is placed on treatment for substance abuse as well as criminal conduct. Treatment curriculum is evidenced based and addresses each participant's assessed risk and needs. 5.97 FTE is designated to MCSAP.
Program Objectives:	Work Release: 75% of offenders will have full time employment at release. 90% of offenders in the program more than 30 days will participate in a cognitive group. 95% of offenders in the program 90 days or more will have an approved community transition plan prior to release. MCSAP: 65% of clients will successfully complete phase III of MCSAP. 100% of clients on supervision who are completing phase III will have an approved community transition plan prior to release. 65% of clients graduating from MCSAP will not be arrested for new crimes 1 year following graduation.
Method(s) of Evaluation:	Annual statistics.

Monthly Average to be Served: MCSAP - 28 inpt. & 10 continuing care

Category:	Type of Offender(s) Served:	Crime
High	Gender:	Risk Level:
Female	<input checked="" type="checkbox"/> Probation	<input checked="" type="checkbox"/> Felony
Low	<input checked="" type="checkbox"/> Parole/Post-Prison	<input type="checkbox"/> Misdemeanor
Limited	<input checked="" type="checkbox"/> Medium	<input type="checkbox"/>
	<input checked="" type="checkbox"/> Local Control	<input type="checkbox"/>
		<input type="checkbox"/>

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie. Anger Management, Cognitive DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	GPC Y/N?	If Yes, Overall Score
Clackamas County Community Health & Clackamas County Community Corrections	Residential Substance Abuse Treatment / Criminal Conduct	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	86%
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

<input checked="" type="checkbox"/> State Grant-In-Aid Fund	<u>\$339,065.00</u>
<input type="checkbox"/> Inmate Welfare Release Subsidy Fund	
<input checked="" type="checkbox"/> County General Fund	<u>\$342,889.00</u>
<input checked="" type="checkbox"/> Supervision Fees	<u>\$16,000.00</u>
<input checked="" type="checkbox"/> Other Fees M57	<u>\$192,715</u>

Program Name:	Women's Center - Women's Corrections Substance Abuse Program (WCSAP)
Program Category:	Substance Abuse
Program Description:	The Women's Corrections Substance Abuse Program (WCSAP) is a residential alcohol and drug treatment program using 20 beds at the Women's Center. WCSAP targets felony convicted high and medium-high risk to reoffend women on supervision. Participants may be on parole, post-prison supervision or probation with Clackamas County. WCSAP is approximately one year in length with a minimum of six months in residence at the Women's Center. Treatment is provided by a licensed Mental Health Therapist and an Addictions Counselor who specialize in addictions and the female offender population. Focus is placed on treatment for substance abuse as well as criminal conduct. Treatment curriculum is evidenced based and addresses each participants assessed risk and needs. 6.17 FTE is designated to WCSAP.
Program Objectives:	WCSAP: 65% of clients will successfully complete phase III of WCSAP. 100% of clients on supervision who are completing phase III will have an approved community transition plan prior to release. 65% of clients graduating from WCSAP will not be rearrested for new crimes 1 year following graduation.
Method(s) of Evaluation:	Program review, CPC audit, and annual statistics.

Monthly Average to be Served: 20 inpt. & 10 continuing care
Offender(s) Served: High
Female
Low
Limited

Crime Category:
 Probation
 Parole/Post-Prison
 Medium
 Local Control

Gender:
 Felony
 Misdemeanor

Type of Risk Level:
 Male

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie. Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
Clackamas County Community Health & Clackamas County Community Corrections	Residential Substance Abuse Treatment / Criminal Conduct	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	86%
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

<input checked="" type="checkbox"/> State Grant-In-Aid Fund	\$437,192
<input type="checkbox"/> Inmate Welfare Release Subsidy Fund	
<input checked="" type="checkbox"/> County General Fund	\$232,656
<input type="checkbox"/> Supervision Fees	
<input checked="" type="checkbox"/> Other Fees	\$10,730
<input checked="" type="checkbox"/> Other M57	\$137,843

Additional Comments:

2013-2014 M57 Supplemental Funds Intervention Program Budget Summary

Program Expenses (please be detailed)	11-13 M57 Supplemental Funds Carryover	13-14 M57 Supplemental Funds	Other State Funds	County/Local Funds	Total
A. Supervision Related Personnel Costs					
Salaries and wages (include position FTE and type)	0	\$103,484	\$243,022	\$188,553	\$535,059
Payroll taxes and benefits	0	\$100,207	\$235,323	\$182,579	\$518,109
B. Materials and Services					
	0	\$31,353	\$73,623	\$57,122	\$162,098
	0	\$30,357	\$71,286	\$55,309	\$156,952
C. Treatment Provider and/or Contracted Professional Services					
	0	\$37,428	\$87,891	\$68,193	\$193,512
	0	\$27,729	\$65,112	\$50,519	\$143,360
D. Sanction Costs (by type)					
	0	0	0	0	0
E. Capital Outlay and Start-Up Costs					
	0	0	0	0	0
Total	0	\$330,558	\$776,257	\$602,275	\$1,709,090

**EXHIBIT B
INDEMNIFICATION
CLACKAMAS COUNTY**

Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a

jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Indemnification by Subcontractors

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Subcontractor Insurance Requirements

GENERAL.

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Agency:

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made"

coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Agency may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Agency approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Approval of Previous Business Meeting Minutes:

October 10, 2013

(Minutes attached)

6

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

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

Thursday, October 10, 2013 - 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

The Presentation was taken before Citizen Communication.

II. CITIZEN COMMUNICATION

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

1. Michael Read, Oregon City – invited the Board to the Watershed event on November 2nd at Rex Putnam High School.
2. Christine Kosinski, Oregon City – code regulations in her neighborhood.
3. Thelma Hagenmiller, Oak Grove – questions regarding the vacation of 27th Place.
4. Eugene Schoenheit, Milwaukie – concerns regarding the board order for the vacation of 27th Ave.

Mike Bezner, County Engineering gave clarification regarding this consent item.

5. Richard Langdon, Portland – questions regarding the Person in Charge order.
6. Les Poole, Gladstone – importance of adequate information on the BCC agendas.
7. Mack Woods, Canby – concerns about how public money is spent.
8. Tena Olsen, Oregon City – if Government shut-down continues the County should have an informational phone line for Veteran's.
9. Cyndi Lewis-Wolfrum, Milwaukie – appreciate when the Board attend CPO meetings.

~Board Discussion~

III. PRESENTATION

1. Presentation for Domestic Violence Awareness Month

Rod Cook and Cindy Becker, Health, Housing and Human Services presented the staff report. Cindy Becker announced the opening of the Family Justice Center. She introduced Sheriff Craig Roberts who supports the Family Justice Center and Domestic Violence Awareness in Clackamas County.

IV. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

V. CONSENT AGENDA

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

MOTION:

Commissioner Bernard: I move we approve the consent agenda.
Commissioner Schrader: Second.

~Board Discussion~

Clerk to call the poll:

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Bernard: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye.

The motion is approved 5-0.

A. Health, Housing & Human Services

1. Board Order No. **2013-80** Approval of Mental Health Director's Designee to Authorize a Custody Hold Under ORS 426.233 – *Behavioral Health*
2. Approval of an Agency Services Contract with Clackamas Women's Services For Shelter and Crisis Services to Domestic Violence Victims - *Children, Youth & Families*
3. Approval of a Construction Contract between Clackamas County Health, Housing & Human Services, Community Development Division and Elting Northwest, Inc. for the Kellogg Avenue Street Improvements Project – *Community Development*
4. Approval of Interagency Amendment No. 1 between Community Development and the Department of Transportation and Development for the Kellogg Avenue Street Improvements Project - *Community Development*
5. Approval of an Intergovernmental Agreement with the State of Oregon, Department of Human Services, Children, Adults and Families Division for Alcohol and Drug Screenings and Case Management Services – *Behavioral Health*

B. Department of Transportation & Development

1. Board Order No. **2013-81** Adopting the Vacation of 27th Place in Milwaukie Park, Plat Number 155

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Intergovernmental Agreement between Clackamas County District Attorney's Office and Multnomah County - *DA*
3. Approval of a Local Grant Agreement between Clackamas County District Attorney's Office and the Children's Center - *DA*

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

www.clackamas.us/bcc/business.html

MEETING ADJOURNED – 12:08 PM

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

www.clackamas.us/bcc/business.html



John S. Foote, District Attorney for Clackamas County

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045
503 655-8431, FAX 503 650-8943, www.co.clackamas.or.us/da/

November 14, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

**APPROVAL OF INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS COUNTY DISTRICT ATTORNEY'S OFFICE AND THE STATE OF OREGON JUDICIAL DEPARTMENT**

Purpose/Outcomes	To utilize funds awarded through the FY 2011 Honest Opportunity Probation Enforcement grant to fund up to 15% of the HOPE Judicial Services Specialist 3 (JSS) personnel costs and grant required travel.
Dollar Amount and Fiscal Impact	The County's payment to the Court will come solely from funds awarded in the HOPE grant.
Funding Source	U.S. Department of Justice and Bureau of Justice Assistance under the Second Chance Act of 2007 (Public Law 110-199, Se 245)
Safety Impact	The HOPE Judge, who leads the HOPE project, will receive program training and participate in peer-to-peer meetings with HOPE judges from the other three grant sites. (Essex County, Mass.; Saline County, Ark.; and Tarrant County, Texas.) A third HOPE probation officer was hired.
Duration	Effective Oct 1, 2011 – March 31, 2015
Previous Board Action/Review	The Board approved the initial HOPE IGA between the District Attorney's Office and the Oregon Judicial Department on November 22, 2011.
Contact Person	Sarah Brown, Administrative Services Manager for the District Attorney
County Counsel	Approved as to form on October 15, 2013

BACKGROUND:

The HOPE finance team has been tracking the hours spent by personnel reimbursed by the HOPE grant and found that the JSS averaged 15.5 hours a month, rather than 160 hours. As a result, key members of the HOPE Committee made the decision to reallocate unused JSS grant funds to the Community Corrections HOPE program in order to hire a third probation officer.

The attached IGA reflects the BJA approved extension to the HOPE DFE and reduces the approved JSS personnel costs by \$119,705 and travel expenditures by \$3,790.

RECOMMENDATION:

I respectfully recommend that the Board approve the attached Intergovernmental Agreement between the Oregon Judicial Department and the District Attorney's Office.

Respectfully submitted,

Sarah Brown

Sarah E. Brown
Administrator

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CLACKAMAS COUNTY DISTRICT ATTORNEY'S OFFICE
AND
THE STATE OF OREGON JUDICIAL DEPARTMENT**

1. Purpose

- A. This Agreement is entered into between the Clackamas County District Attorney's Office ("County") and the State of Oregon Judicial Department ("OJD") for the cooperation of units of government.
- B. This Agreement provides the basis for a cooperative working relationship whereby the County will utilize funds awarded to it through the FY 2011 Honest Opportunity Probation with Enforcement ("HOPE") Demonstration Field Experiment (DFE) grant, to fund from 4% to 15% of the Judicial Services Specialist 3 position (the "Position") salary and fringe within the Clackamas County Circuit Court. The Position within the OJD is described in Exhibit 1 hereto.

2. Scope of Cooperation

- A. OJD agrees to:
1. Employ an individual to fill the Position described in Exhibit 1.
 2. Remain fully responsible for the compensation, provision of benefits, supervision, and all other employer responsibilities for the individual occupying the Position.
 3. Comply with all applicable Federal, State, and local law that in any way effect the employment of the individual occupying the Position.
 4. Upon request, provide the County with documents and information relating to the employment of the individual occupying the Position.
 5. Shall submit a request for payment on a monthly basis the month following that in which activities are performed. The State will provide an invoice that detail actual dates and hours worked by the Position. Requests for reimbursement shall be submitted to Liaison from County for this Agreement.
- B. County agrees to:

INTERGOVERNMENTAL AGREEMENT

1. Reimburse OJD within thirty (30) days after receipt of the request for payment, provided that the request for payment is approved by the Liaison from County, County will pay the amount requested to the OJD. Reimbursement shall be for expenses and in amounts described in Exhibit 2 attached hereto.
- C. County and OJD agree to work together in good faith in order to resolve any disputes that may arise regarding this Agreement.

3. Compensation

- A. County's payment to OJD will come from solely from funds awarded in the HOPE grant and will not exceed \$38,072
- B. County's payment to OJD is expressly conditioned on County receiving payments from the HOPE grant. In the event the County loses said payments for any reason whatsoever, County will not be obligated to reimburse OJD for any expenses incurred in relation to the Position or this Agreement.
- C. In the event that the Position cannot be filled or maintained by OJD, County will not be obligated to make any payments to OJD.

4. Liaison Responsibility

Liaison from OJD for this Agreement will be:

Debbie Spradley
Trial Court Administrator
Oregon Judicial Department
Fifth Judicial District
807 Main Street, Room 310
Oregon City, OR 97068
(503) 655-8670
Debbie.d.spradley@ojd.state.or.us

Liaison from County for this Agreement will be:

Sarah Brown
Administrator
Clackamas County District Attorney's Office
807 Main Street, Room
Oregon City, OR 97068
(503) 650-3532
sarahbro@co.clackamas.or.us

INTERGOVERNMENTAL AGREEMENT

5. Other Terms

- A. Compliance with Laws. County and OJD agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. No Assignment. This agreement may not be subcontracted, assigned or transferred by either party without the express written consent of the other party.
- C. Entire Agreement; Amendment. This agreement constitutes the entire agreement between the parties, and may be modified only in writing signed by both parties. This agreement may be amended at any time with the written agreement of both parties.
- D. No Employer-Employee Relationship. This Agreement does not in any way give rise to or create an employer-employee or agency relationship between County and the individual occupying the Position. OJD remains solely and exclusively responsible for any and all employer responsibilities regarding the individual occupying the position and, other than reimbursement to OJD for certain expenses expressly contemplated in this Agreement, County shall have no duty to or responsibility for the individual occupying the Position.
- E. Indemnification. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same

INTERGOVERNMENTAL AGREEMENT

extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

6. Term of Agreement

- A. This agreement becomes effective when it is signed by both parties and will terminate **[March 15, 2015]**.

7. Termination

- A. This agreement may be terminated by either party upon 30 days written notice.
- B. This agreement may be terminated by either party at any time for nonperformance of any material term of this agreement.

8. Signatures

- A. By signing below the signor certifies that they have fully read and understand the terms and conditions of this Agreement and that they have the authority to legally bind the parties as provided herein.


///

INTERGOVERNMENTAL AGREEMENT

CLACKAMAS COUNTY

OJD

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: Kingsley Chok
Title: State Court Administrator
Date: 10/28/13

Attest: _____

Attest: _____

Date: _____

Date: _____

EXHIBIT 1

court services for all people; helping people choose the best way to resolve their dispute; and in an independent, fair and timely manner adjudicating court cases. Consequently, the judicial staff who report primarily to an individual judge also perform duties that contribute to the successful operation of the court as a whole.

The Clackamas County Court is one of 36 judicial districts in the state and the third largest circuit court within the third branch of government, the Oregon Judicial Department (OJD). The court peacefully resolves over 50,000 disputes annually, including, but not limited to, complex civil disputes, domestic relations matters, small claims, juvenile court matters, probate of wills and trusts, mental commitment hearings, capital murder cases, all felony and misdemeanor prosecutions, and other criminal violations, including traffic cases. Judicial Departments are responsible for adjudicating all general and limited jurisdiction cases under Oregon Law. Working as a team, the Judge, a Judicial Assistant, a Judicial and/or Courtroom Clerk prepare for, conduct and follow up after judicial proceedings. Judicial Departments are the hub of the Court, receiving assigned cases, providing for their disposition through settlement or court proceedings, and forwarding the results of that disposition to administrative operations units. The Judge has full statutory authority to sentence convicted defendants to death, jail/ prison or to fine them; to order the repayment of debts, to evict individuals and families from their homes; to terminate parental rights; to grant divorces; to issue restraining orders; to settle estates; to revoke driving privileges; and to issue numerous other orders based on statutes/codes and related case law.

- b. Describe the purpose of this position, and how it functions within this program, by completing this statement:

The primary purpose of this job/position is to manage with minimal supervision the office of a circuit court judge by coordinating the judge's schedule and other critical administrative functions in support of his/her judicial duties. Based upon applicable guidelines established by the judge and the administrative authorities for the court (presiding judge and TCA), as well as statutes and local rules, this position exercises independent judgment when assisting the judge and other court staff in the areas of scheduling the judge's calendar, providing clerical and receptionist support, assisting in the courtroom as needed and communicating court policy and procedures to the general public, litigants, attorneys and community partners as necessary to enhance the smooth day-to-day operation of the Judge's office.

This position serves as the technical expert and is responsible for managing and coordinating the BJA Honest Opportunity Probation with Enforcement (HOPE) Demonstration Field Experiment (DFE) Grant. Specifically, the person in this position will:

- Provide administrative support to the HOPE Judge and back-up HOPE Judge.
- Primary liaison between the HOPE Judge and all involved in this project.
- Facilitate adherence to the program among the court administrative staff and answer questions / provide guidance to the court administrative staff.

EXHIBIT 1

- Clerk all court hearings.
- Calendar preparation (locate and pull the files, review the files, verify that there is no missing documents from the file, look for any issues that the HOPE Judge would need to be alerted of, insure documents necessary for the hearing have been submitted, or prepare them if appropriate).
- Coordinating court appearances so that they occur swiftly and consistently (contacting all parties to notify them of the hearing date and time and making adjustments based on availability, enter hearing information into OJIN).
- Preparing and processing paperwork (processing and performing data entry on all documents submitted to the court; preparing orders for the HOPE Judge; expediting the processing of Bench Warrants; ensuring all documents are distributed as appropriate).
- Data collection, tracking and reporting (collect and record data to meet the requirements of the grant).
- Team meetings (attend team meetings).

SECTION 3. DESCRIPTION OF DUTIES

List major duties. Note percentages of time duties are performed. If this is an existing position, mark "N" for new duties or "R" for revised duties.

% of Time DUTIES

- Up to 11% This position is currently assigned to the judge who oversees the BJA Honest Opportunity Probation with Enforcement (HOPE) Demonstration Field Experiment (DFE) Grant. As the assistant to the judge this position is responsible for:
- Provide administrative support to the HOPE Judge and back-up HOPE Judge.
 - Primary liaison between the HOPE Judge and all involved in this project.
 - Facilitate adherence to the program among the court administrative staff and answer questions / provide guidance to the court administrative staff. Assist in training and providing information to judicial or courtroom clerks and other judicial assistants or court staff.
 - Clerk all court hearings.
 - Calendar preparation (locate and pull the files, review the files, verify that there is no missing documents from the file, look for any issues that the HOPE Judge would need to be alerted of, insure documents necessary for the hearing have been submitted, or prepare them if appropriate).
 - Coordinating court appearances so that they occur swiftly and consistently (contacting all parties to notify them of the hearing date and time and making adjustments based on availability, enter hearing information into OJIN). Maintain the judge's schedule including meetings, conferences, and presentations; maintain a follow-up

EXHIBIT 1

calendar/diary for future events, proposed orders, status reports, pre-set trials, etc. Pull files and assemble materials, notify parties, and schedule and coordinate court appearances and other meetings.

- Prepare and process a variety of paperwork and court documents requiring a broad knowledge of court operations and legal terminology / format. This includes processing and performing data entry on all documents submitted to the court; preparing orders for the HOPE Judge; expediting the processing of Bench Warrants; ensuring all documents are distributed as appropriate. In addition, responsible for judicial correspondence, memoranda, reports, legal documents such as court orders, opinions, and instructions. When these documents are submitted by attorneys or other areas of the court this position may, based upon subject matter expertise, proofread and return or correct such documents. Within established guidelines, may relieve the judge of routine administrative matters using own initiative and discretion.
- Data collection, tracking and reporting (collect and record data to meet the requirements of the grant).
- Team meetings (attend team meetings).

Up to 2% Serve as office manager and gate-keeper for the judge which entails: Screening all calls, visitors and mail. This involves independently responding to inquiries of a routine nature and recommending actions for either the judge or another section of the court to take for resolving non-routine issues. Responsibilities may also involve conducting a further investigation of the facts, consulting with attorneys, probation officers, parties, and other court staff, including analyzing applicable statutes and court rules, and then summarizing these findings before either discussing or sending the issue to the judge for a decision.

Up to 2% Other duties as assigned by the judge or appointing authority.

Up to 15%

SECTION 4. WORKING CONDITIONS

Describe special working conditions, if any, that are a regular part of this job. Include frequency of exposure to these conditions.

Being involved in courtroom matters, the Judicial Assistant is frequently involved with defendants who may have committed serious crimes, and with litigants who may be under extreme emotional distress.

The Judicial Assistant may need to travel between four floors of the Courthouse, which can be done via marble staircase or elevator.

Judicial Assistants often work under statutory or policy time deadlines and occasionally work in very high volume, fast paced environments.

EXHIBIT 1

SECTION 5. GUIDELINES

List any established guidelines used to do this job, such as state or federal laws or regulations, policies, manuals or desk procedures.

Oregon Revised Statues; UTCR; ORCP; OJIN/FIAS Manuals; Court and OJD Rules, Policies & Procedures; Presiding Judge Orders.

For procedural and policy information on court processes, legal regulations and limitations on public service. To process necessary paperwork correctly and within the appropriate time frames and to retain, forward, or distribute case information within the guidelines established by the Oregon Statues and local administrative procedures.

SECTION 6. WORK CONTACTS

With whom outside of coworkers in this work unit must this position regularly come in contact?

Attorneys	in person/phone	discuss cases and procedures	daily
Police Agencies	written/phone	Warrants, release or incarceration	daily
Other Courthouse Staff	in person/by phone/misc.	case and procedural matters	daily
Public	in person/by phone	respond to inquiries	daily
State and County Probation Officers	in person/by phone	discuss probation compliance/non-compliance	daily

SECTION 7. JOB-RELATED DECISION MAKING

Describe the kinds of decisions likely to be made by this position. Indicate effect of these decisions where possible.

Judicial Assistants must regularly make decisions regarding whether to bring a matter, issue, or problem to the attention of the Judge for whom they are working or to attend to the matter themselves. An incorrect judgment may potentially lead to a mistrial, a false arrest, an inappropriate release from custody, or other error of significant consequence and potential liability to the Judicial Department. Errors can also lead to a waste of precious judicial and law enforcement time/resources when matters, including hearings,

EXHIBIT 1

have to be rescheduled or defendants transported multiple times. Additionally, errors can lead to unnecessary increased attorney fees and inconvenience and unnecessary time spent on responding to the court.

SECTION 8. REVIEW OF WORK

Who reviews the work of this – position? (List classification title and position number.)
How? How often? Purpose of the review?

The Judge provides daily supervision and review of work in addition to annual performance evaluations.

Much of the Judicial Assistant's work product is formally reviewed for completeness and accuracy by other Court staff in subsequent operations.

SECTION 9. SUPERVISORY DUTIES

- a. How many employees are directly supervised by this position? 0 Through Subordinate Supervisors? 0.
- b. Which of the following supervisory/management activities does this job perform?
- | | | |
|--|---|---|
| <input type="checkbox"/> Plans Work Effectively Recommends) | <input type="checkbox"/> Responds to Grievances | <input type="checkbox"/> Hires/Fires (or |
| <input type="checkbox"/> Assigns Work Performance Appraisals | <input type="checkbox"/> Disciplines/Rewards | <input type="checkbox"/> Prepares and Signs |
| <input type="checkbox"/> Approves Work | | |

SECTION 10. ADDITIONAL JOB-RELATED INFORMATION

Any other comments that would add to an understanding of this position:

The Judicial Assistant for this position must be thoroughly familiar with circuit court operations and procedures. The Judicial Assistant handles all clerical duties and other functions involved in civil and criminal misdemeanor and felony cases.

SPECIAL REQUIREMENTS: List any special mandatory recruiting requirements for this position:

This position requires a significant amount of increasingly responsible experience in performing duties related to the operation of the court such as 2-4 years in a courthouse setting or a comparable complex legal office in the capacity of a paralegal or other similar job.

BUDGET AUTHORITY: If this position has authority to commit agency operating money, indicate in what area, how much (biennially) and type of funds: n/a

SECTION 11. ORGANIZATIONAL CHART

EXHIBIT 1

Next level supervisor's class title:
Presiding Judge

Supervisor's class title: **Judge**

Employee's class title: Judicial Services Specialist 3	Class titles of other positions reporting to the employee's supervisor and the number of employees in each class title.	Judicial/Courtroom Clerk
--	---	--------------------------

EXHIBIT 2

A. Personnel

Judicial Services Specialist 3 (JSS)

As a key member of the HOPE Team, the JSS will attend the following BJA-approved HOPE trainings and project meetings: one trip to Hawaii, three trips to Washington, DC; and one peer-to-peer meeting.

The JSS will provide administrative support to the HOPE Judge and the back-up HOPE Judge. The JSS will also be responsible for collecting and reporting judicial HOPE statistics as required by the HOPE DFE.

The following tasks and responsibilities will be assigned to the JSS:

- Primary liaison between the HOPE Judge and all involved in this project.
- Facilitate adherence to the program among the court administrative staff and answer questions / provide guidance to the court administrative staff. Assist in training and providing information to judicial or courtroom clerks and other judicial assistants or court staff.
- Clerk all court hearings.
- Calendar preparation (locate and pull the files, review the files, verify that there is no missing documents from the file, look for any issues that the HOPE Judge would need to be alerted of, insure documents necessary for the hearing have been submitted, or prepare them if appropriate).
- Coordinating court appearances so that they occur swiftly and consistently (contacting all parties to notify them of the hearing date and time and making adjustments based on availability, enter hearing information into OJIN). Maintain the judge's schedule including meetings, conferences, and presentations; maintain a follow-up calendar/diary for future events, proposed orders, status reports, pre-set trials, etc. Pull files and assemble materials, notify parties, and schedule and coordinate court appearances and other meetings.
- Prepare and process a variety of paperwork and court documents requiring a broad knowledge of court operations and legal terminology / format. This includes processing and performing data entry on all documents submitted to the court; preparing orders for the HOPE Judge; expediting the processing of Bench Warrants; ensuring all documents are distributed as appropriate. In addition, responsible for judicial correspondence, memoranda, reports, legal documents such as court orders, opinions, and instructions. When these documents are submitted by attorneys or other areas of the court this position may, based upon subject matter expertise, proofread and return or correct such documents. Within established guidelines, may relieve the judge of routine administrative matters using own initiative and discretion.
- Data collection, tracking and reporting (collect and record data to meet the requirements of the grant).
- Attend all HOPE Team meetings.
- Serve as office manager and gate-keeper for the judge which entails: Screening all calls, visitors and mail. This involves independently

EXHIBIT 2

responding to inquiries of a routine nature and recommending actions for either the judge or another section of the court to take for resolving non-routine issues. Responsibilities may also involve conducting a further investigation of the facts, consulting with attorneys, probation officers, parties, and other court staff, including analyzing applicable statutes and court rules, and then summarizing these findings before either discussing or sending the issue to the judge for a decision.

- Other duties as assigned by the judge or appointing authority.

The JSS will spend from **[4% to 15%]** of his or her time working on the HOPE DFE. **The personnel for this position will total \$18,850 [(Personnel year 1: \$1,703; Personnel year 2: \$6,975; Personnel Year 3: \$6,975; Personnel Year 4: \$3,197).]**

B. Fringe Benefits

Judicial Services Specialist 3 (JSS)

The JSS will spend **[from 4% to 15%]** of his or her time working on the HOPE DFE. **The fringe for this position will total \$10,541 [(Fringe Year 1: \$1,040; Fringe Year 2: \$3,865; Fringe Year 3: \$3,865; Fringe Year 4: \$1,771)]**

Fringe includes contributions toward the Public Employees Benefit Board medical and dental insurance. Retirement benefits include participation in PERS, and life insurance, long and short term disability, long term care insurance, and participation in a savings and growth plan. The Court provided the total for benefits and was not able to provide the breakdown by benefit type.

C. Travel

Travel costs for each of the HOPE Team members to attend BJA-approved HOPE trainings and project meetings: one trip to Hawaii; three trips to Washington, DC; and one peer-to-peer meeting.

Airfare costs were projected using fares provided by Azumano, a Clackamas County contracted agency. Hawaii hotel and per diem were based on federal travel and per diem rates outside the continental U.S. and Washington D.C. hotel and per diem was based on federal travel and per diem for domestic travel.

The Clackamas County District Attorney's Office or Community Corrections will be responsible for payment of hotel and airfare costs. Per Diem will be paid by the State of Oregon Judicial Department and submitted to the Clackamas County District Attorney's Office for reimbursement.

Estimated Travel Costs: \$8,822.00

EXHIBIT 2

Travel Details					
Year 1 (Oct 1, 2011 – Sept 30, 2012)	Computation				
Purpose	Location	Item	Total	# Travelers	Cost
*Key members of the HOPE Team to receive HOPE program training	Hawaii	Airfare	\$729	3	\$2,187
*Key members of the HOPE Team to receive HOPE program training	Hawaii	Hotel	\$605	3	\$1,815
*Key members of the HOPE Team to receive HOPE program training	Hawaii	Per diem	\$416	3	\$1,248
					\$5,250
* HOPE Judge, Senior Administrative Staff, and Trial Court Administrator					
Year 2 (Oct 1, 2012 – Sept 30, 2013)	Computation				
Purpose	Location	Item	Rate	# Days	Cost
HOPE Judge to receive HOPE program training	Malibu, CA	Airfare	\$248		\$248
HOPE Judge to receive HOPE program training	Malibu, CA	Hotel	\$125	2	\$250
HOPE Judge to receive HOPE program training	Malibu, CA	Per diem	\$71	4	\$284
					\$782
Year 3 – 4 (Oct 1, 2013 – March 15, 2015)	Computation				
Purpose	Location	Item	Rate	# Trips or Days	Cost
HOPE Judge to receive HOPE program training	TBA	Airfare	\$500	3	\$1,500
HOPE Judge to receive HOPE program training	TBA	Hotel	\$125	6	\$750
HOPE Judge to receive HOPE program training	TBA	Per diem	60	9	\$540
					\$2,790



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Water Quality Protection
 Surface Water Management
 Wastewater Collection & Treatment
 Michael S. Kuenzi, P.E.
 Director

November 14, 2013

Board of County Commissioners
 Clackamas County

Members of the Board:

APPROVAL OF A RESOLUTION ESTABLISHING AN ANNUAL WATERSHED HEALTH GRANT PROGRAM FOR CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

Purpose/Outcomes	This resolution will provide Clackamas County Service District No. 1 with the authority to establish an annual watershed health grant program.
Dollar Amount and Fiscal Impact	CCSD#1 has allocated approximately \$150,000 to \$160,000 annually to fund this program.
Funding Source	CCSD#1 Surface Water Program Budget.
Safety Impact	None.
Duration	Perpetual duration upon approval of annual budget allocation.
Previous Board Action	11/5/13 – Board consensus agreeing to move forward with placing resolution on the consent agenda at the next regular business meeting.
Contact Person	Laurel Butman, Deputy County Administrator – 503-655-8893

BACKGROUND:

In order to reduce the cost of administering the Clackamas County Service District No. 1 (“District”) surface water program partnership agreements, the District desires to move to a grant program format that will increase efficiencies, foster accountability, and add an additional competitive element into the process of awarding funds to outside entities for community-based projects that improve water quality.

Over the past several years, the surface water program has provided funding for environmental projects to community groups such as watershed councils, environmental organizations, and non-profits in order to achieve its environmental restoration and public education program goals. With the completion of the 2009 Watershed Action Plans, the District has made a concerted effort to direct these organizations to implement projects in high-priority areas within the District and to be more accountable in terms of providing an agreed upon scope of work and detailed reporting of completed projects. These efforts have resulted in an improved capability to provide an accounting of the value (defined here as cost/benefit) of leveraging those community groups to perform on-the-ground work within the District.

However, there are additional concerns with the current model for distributing funds. District staff has identified the need to streamline the accounting process, expand the list of the types of projects that can be performed, and broaden the pool of potential partners to include area businesses and for-profit entities. To that end, the surface water program proposes to move to a grant program approach. The proposed program consists of a comprehensive template for defining the types of eligible projects, establishing policy guidelines, identifying specific project

areas, and establishing grant requirements in a clear and succinct application that is easy to understand.

Applicants for the grant funds will be screened by an expert group of individuals to ensure an objective evaluation of the proposals. Grant applications will be evaluated and funds awarded to successful applicants for the term of one fiscal year (July 1 – June 30). Funding will come in the form of reimbursements to the grantees fiscal agent upon receipt of invoices and copies of receipts for approved budget items. Each year, District staff will provide the Board with an annual report detailing the award recipients and the projects completed.

RECOMMENDATION:

Staff respectfully recommends the Board approve the Resolution establishing an annual watershed health grant program for Clackamas County Service District No. 1. Your favorable consideration is requested.

Sincerely,

Don Krupp
Clackamas County Administrator
on behalf of Clackamas County Service District No. 1

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

In the Matter of the Clackamas
County Service District No. 1
Request for Authority to
Administer a Watershed Health
Grant Program



Resolution No.:

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board"), acting as the governing body of Clackamas County Service District No. 1 (the "District"), at its regularly scheduled meeting on November 14, 2013.

WHEREAS, each year the District engages with community groups to perform restoration projects that protect and enhance the health of the watersheds within District boundaries; and

WHEREAS, the District historically used contracts with varying multi-year term lengths to administer these projects, but encountered issues related to contract management and accountability of vendors; and

WHEREAS, the District desires a more efficient and competitive administration system that ensures accountability; and

WHEREAS, the District determined that the most effective mechanism for ensuring an efficient, competitive and accountable administration system is to provide funds through an annual grant program; and

WHEREAS, the Board has an interest in understanding where grant funds are being invested in the community and the outcome of those grant projects; and

WHEREAS, the Board desires to (i) provide the District with the authority to develop such a grant program and (ii) receive a report regarding the same;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that Board of County Commissioners on behalf of Clackamas County Service District No. 1 authorizes the District Director, or his designee, to develop, administer and expend funds for an annual watershed health grant program, and directs that a report regarding the same be delivered to the Board annually.

Dated this 14th day of November, 2013.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS
ACTING AS THE GOVERNING BODY OF
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

Chair

Recording Secretary



Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

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November 14, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 AND CH2M HILL ENGINEERS, INC. FOR STAGE I OF THE KELLOGG CREEK WATER POLLUTION CONTROL PLANT OUTFALL IMPROVEMENT PROJECT

Purpose/Outcomes	Assist the District in establishing a Mutual Agreement Order (MAO) to provide the time needed to design and install outfall improvements that will be reflected in the renewed NPDES permit.
Dollar Amount and Fiscal Impact	Funds for professional engineering services are budgeted in the FY2013-14 budget. Stage I of the agreement is for an amount not to exceed \$112,369.00.
Funding Source	Clackamas County Service District No.1 FY 2013-14 Annual Budget
Safety Impact	None
Duration	Stage I- November 14, 2013 to June 30, 2014, Stage II – Will be negotiated at the completion of Stage I and submitted to the Board for approval. Stage II duration: July 2014 to December 2016. Total Project Duration: November 2013 to December 2016
Previous Board Action	None
Contact Person	Michael S. Kuenzi, Director – Water Environment Services – 503-742-4560
Contract No.	To be established

BACKGROUND:

The Kellogg Creek Water Pollution Control Plant (WPCP) is operated by the District under NPDES Permit No. 100983 which expired December 31, 2009 and continues to be in effect under administrative extension until a new permit is issued. The (District) is working with Oregon DEQ to establish a Mutual Agreement Order (MAO) to provide the time to design and install outfall improvements that will be reflected in the renewed NPDES permit.

The Environmental Protection Agency (EPA) has set a stricter ammonia limit the District knows it cannot meet. The objective is to comply with Oregon water quality standards for ammonia and all other effluent constituents with the implementation of outfall improvements. To accomplish the objective, modifications to the existing outfall are being contemplated to increase dilution. This approach will require designing and installing outfall improvements in order to optimize the available mixing zone. Currently the District has an ammonia limit of 33 mg/l (maximum daily) and 18 mg/L (monthly average) on the Kellogg Creek WPCP effluent. It may be feasible to eliminate or modify these ammonia limits once the District increases the outfall dilutions. The District understands that the dilution provided by the existing outfall may be less than what will be needed to comply with water quality criteria for ammonia. As a result, the District needs

to improve the dilution or provide additional treatment.

In August 2013, the District publicly advertised a request for proposals from qualified firms to provide professional services to assist the District in the development of technical studies, design, permitting and services during construction of necessary outfall improvements to meet the District's renewed NPDES permit requirements. A selection committee was established and determined that CH2M Hill is the most responsive qualified firm to complete this work. The project will be broken up into two Stages. Stage I of the agreement is for professional services to assist the District in establishing a compliance schedule in the new permit that allows the District time to design, permit, and construct the WPCP outfall improvements. Stage II will be negotiated for permitting, design and services during construction at the completion of Stage I.

District staff has negotiated the level of effort for Stage I of the agreement with CH2M Hill for an amount not to exceed \$112,369.00. This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that:

1. The Board of County Commissioners, acting as the governing body of Clackamas County Service District No.1 (the "District"), approve Stage I of the agreement between the District and CH2M Hill Engineers Inc. for an amount not to exceed \$112,369, and;
2. The Director of Water Environment Services be authorized to execute Stage I of the agreement between CH2M Engineers, Inc. and the District without further Board action.

Respectfully submitted,



Michael S. Kuenzi
Director

**AGREEMENT TO FURNISH PROFESSIONAL SERVICES
TO
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
FOR
KELLOGG CREEK WATER POLLUTION CONTROL PLANT
OUTFALL IMPROVEMENT PROJECT**

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 CH2M HILL Engineers Inc., a Delaware corporation (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."

Clackamas County Service District No.1 (District) has identified the need for engineering consulting services to assist the District in engineering studies, design, permitting, and construction services of outfall improvements to the existing Kellogg Creek WPCP outfall.

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

- 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 sub-consultants, 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 on a time and materials basis with a not-to-exceed amount equal to ONE HUNDRED TWELVE THOUSAND THREE HUNDRED SIXTY NINE and 00/100 Dollars (\$112,369.00) for the Services as billed monthly. Notwithstanding anything else to the contrary herein, the total compensation under this Agreement shall not exceed ONE HUNDRED TWELVE THOUSAND THREE HUNDRED SIXTY NINE and 00/100 Dollars (\$112,369.00) without prior written approval of the DISTRICT.
- 5.1.2 The CONSULTANT is entitled to no compensation for the correction or revision of any errors or deficiencies in the services provided.
- 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 invoices to the DISTRICT for work performed during the preceding month. The invoices will be accompanied with a summary cost itemization and supported by a monthly progress report. 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 6.3.1.
- 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 5.1.3 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.

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 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 comprehensive 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 and refer to and support the CONSULTANT's obligation to hold harmless the DISTRICT, its officers, commissioners, agents, and employees.

- 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 sub-consultants for the performance of this Agreement, the CONSULTANT agrees to require that the sub-consultant(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 Road
Oregon City, Oregon 97045
ATTN: Randy Rosane, PE

Copy to: County Counsel
c/o Water Environment Services
150 Beaver Creek Road
Oregon City, Oregon 97045
ATTN: Amanda Keller

If to the CONSULTANT: CH2M HILL Engineers Inc.
2020 SW Fourth Ave., 3rd Floor
Portland, OR 97201
ATTN: Michelle Burkhardt

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 2013/2014. 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.

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]

Exhibit A

Clackamas County Water Environment Services

Service District No. 1

Kellogg Creek WPCP Outfall Improvement Project

Scope of Work and Estimated Fee

Background & Objectives

The Clackamas Service District No. 1 (District) requires engineering and permitting services for the Kellogg Creek Water Pollution Control Plant (WPCP) to design, permit, and construct outfall improvements to meet water quality standards for ammonia. The current National Pollutant Discharge Elimination System (NPDES) Permit for the Kellogg Creek WPCP expired in 2009, but is still in effect until the Oregon Department of Environmental Quality (DEQ) issues a new permit. The District will negotiate with DEQ (when DEQ begins renewal of the NPDES permit in early 2014) to establish a compliance schedule in the permit that allows the District time to design, permit, and construct WPCP outfall improvements. Significant outfall improvements (i.e. new diffuser) will provide sufficient dilutions to support elimination of the existing ammonia limits in the NPDES permit, and outfall improvements will need to consider current and projected future effluent concentrations to enable the Kellogg Creek WPCP to comply with existing Oregon water quality standards –and potential future more stringent Oregon ammonia criteria (based on EPA's updated ammonia criteria published in August 2013). At the same time, outfall structure improvements must maintain the ability to discharge under extreme flow and river conditions.

The District's timeline for design, permitting, and construction will require coordination of season-dependent field data collections, preliminary design development for DEQ permit negotiations, time allowance for the natural resource permit approval process, and construction within the allowable in-water construction work period in the lower Willamette River. The planned schedule of project activities and deliverables are as follows: 1) conduct wet season field data collections in November 2013; 2) identify basis for ammonia limits within current permit 3) prepare preliminary draft version of the preliminary design report by March 2014 (this preliminary draft report will be updated in the fall of 2014 after field data collections are completed); 4) District negotiation of the NPDES permit compliance schedule with DEQ in the spring of 2014; 5) develop the natural resource permit applications and supporting documents during the spring and summer of 2014; 6) conduct dry season field data collections in August 2014; 7) prepare an updated draft preliminary design engineering report (based on August 2014 field data collections and updated diffuser modeling) for District review, finalize and submit the engineering design report and natural resource permit applications in October 2014; 8) support the natural resource permit approval process over 12 to 18 months that it could require; 9) prepare final design plans and specifications for review by October 2015; 10) support the District during construction contractor selection; and 11) provide engineering services during construction of outfall improvements in the allowable in-water construction work period (July through October) to meet project completion in October 2016.

Scope of Work

The scope is envisioned to involve two stages of work. This document describes and develops budget for the initial stage of work. Once complete, the District will have better definition of the second stage of work, which will allow for better estimation of necessary activities and associated budget for that work. The product of the first stage is a Preliminary Draft of the Preliminary Design Eng. Report and this report will be completed during the second stage. A general scope describing the second stage of work is included here to provide context for the overall project.

CH2MHILL will collect field data for design and prepare a preliminary draft version of a Preliminary Design Engineering Report for required outfall improvements to increase discharge dilutions in the Willamette River so that the District will not have a reasonable potential to exceed ammonia water quality standards. This scope of work assumes a conventional design-bid-build delivery; however, the project delivery approach may be revisited during Stage 2 of the work depending on the resulting scope and schedule needs of the project

Stage 1

Task 1. Preliminary Design

Task 1.1. Project Initiation: Prepare for and attend a kick-off meeting with District at WES. Review project work elements, approach, available data and data transfers, and schedule.

Deliverables:

- Agenda for kick-off meeting
- Minutes from kick-off meeting

Assumptions:

- Three CH2M HILL project staff (M. Burkhart, V. Rybel, and D. Wilson) will attend the two hour meeting. The meeting will review permitting and design strategies, outfall options based on current knowledge and District as-built drawings, Kellogg Creek WPCP projected effluent flows and ammonia levels, effluent metals data, background river metals data, discharge hydraulics, and available District geotechnical data on the existing plant site and outfall route to the river.

Task 1.2. Field Data Collections (Wet Season 2013): Develop field safety instructions (FSI) and contract Solmar Hydro Inc. to perform bathymetry survey work. Field data collections during the late fall (wet season) 2013 will include detailed riverbed bathymetry for the potential outfall extension and diffuser region.

Bathymetry data will be recorded in a region of the river that is 500 feet up and downstream of the existing outfall alignment and extending approximately 1,000 feet from the east river shoreline. The bathymetry survey will be performed by Solmar Hydro (SHI), with onshore support by the District (to secure a survey base station on the Kellogg Creek WPCP site. SHI will use a 350 to 700khz R2 multi-beam sonar system operated with an Applanix POS/MV WaveMaster and a Trimble R8 RTKGNSS onboard the SHI survey vessel. The primary acquisition system will be Coastal Oceanographics Hypack Max hydrographic software utilizing the Hysweep multibeam module. Post-processing of survey data will yield bathymetric contours, sun-illuminated images (equivalent to side-scan sonar images) and CAD files for use in design.

Deliverables:

- Field Safety Instructions (FSI)
- Bathymetric Survey Report with 2-foot contoured chart

Assumptions:

- The field data collections can be completed in two field days at the site, assuming no interference due to weather or river conditions (field work will be scheduled consulting weather and river forecasts for the area). Field work will be suspended in the event of unsafe conditions at the river site.
- Bathymetric data collections can be completed within four weeks of contract notice to proceed from the District, assuming suitable field working conditions allow for the work. No CH2M HILL personnel will be onsite for the bathymetric data collections.
- Field data collections during the summer (dry season) 2014 will be addressed under Task 4.1, and these will include: water column density profiles and drogue tracking near the potential new diffuser sites under low flow conditions, video inspection of the outfall route, in-situ current measurements, and surface sediment sampling for physical and chemical analyses.

Task 1.3. Outfall & Diffuser Design Concepts: Develop two outfall/diffuser improvement concepts based on available District information and the bathymetry developed under Task 1.2, including draft plan and profile layouts. Perform screening-level hydraulic and dilution modeling for projected build-out effluent flows. Perform screening-level hydraulic modeling to assess flow capacity for outfall diffuser concepts to accommodate full saturation (build-out). A concise summary of the two outfall improvement concepts, including order of magnitude costs and potential permitting impacts, will be prepared and it will be reviewed with the District in a meeting. This review meeting will focus on findings and recommendations for the two alternatives, and facilitate selection of a preferred alternative.

Deliverables:

- Summary of the two outfall improvement concepts and recommendation for review meeting with District in January 2014.

Assumptions:

- Outfall and diffuser concepts will be developed based on available WPCP data, existing 2007 dry season river current data, 2013 field bathymetry, and available geotechnical information for the existing WPCP outfall vicinity. The District may need to assist in obtaining available geotechnical reports (including boring logs) for the upstream railroad bridge and the Oak Lodge Sanitation District outfall in the river.
- Screening-level dilution modeling will only apply 7Q10 low river flow conditions and associated effluent flows. Screening-level hydraulic modeling will only apply peak build-out flows and 100-year river flood stage (calculated for the site).

Task 1.4.1 Preliminary Design Engineering Report – Preliminary Draft: Develop a Preliminary Draft of the Preliminary Design Engineering Report that summarizes the results of Tasks 1.2 and 1.3, and analyses conducted under this task. The preliminary draft report will document the basis of design for the outfall improvement to meet Oregon water quality standards under the range of effluent

flows and critical river flow conditions. The Preliminary Design Engineering Report will review the outfall improvement concepts, but it will focus on the design of the outfall improvement option selected by the District. The Report will be further developed under a subsequent task 1.4.2 (under Stage 2 of this project).

The Preliminary Draft will include the following:

- Review of available geotechnical, bathymetric, geomorphological, and land survey data to document the selection of the outfall pipe route and diffuser location in the river, along with other physical and regulatory limitations.
- Use available effluent chemistry data (metals, organics, and ammonia) for the Kellogg Creek WPCP (data available thru December 2013) and Willamette River chemistry data upstream of the discharge site, as input to reasonable potential analyses (RPA) of compliance with water quality standards. Use RPA results to develop the minimum target dilutions required for the design (District will select a margin of safety above the minimum). Provide recommendations for additional effluent and river chemistry data collections to be performed in 2014 - if needed to improve the RPA results.
- Develop effluent and river flow and stage inputs for dilution models – including dry and wet season effluent flows (existing, projected 2020, and build-out flows), and critical river flow (and stages) that cover the range of conditions required in the DEQ's Regulatory Mixing Zone - Internal Management Directive or RMZ-IMD (DEQ, May 2012).
- Develop hydraulic modeling of the selected outfall and diffuser system (at plant build-out flow under 100-year flood river stage), to define headloss and capacity. The outfall hydraulic evaluation will encompass the outfall from the UV system outlet to the outfall terminus. CH2M HILL's hydraulic model HYDRO will be used for this evaluation.
- Dilution modeling will apply two EPA models; DKHW and CORMIX2. Dilution modeling inputs and approach will be consistent with the RMZ-IMD (DEQ, May 2012).
- Dilution modeling will be used to design the diffuser length and port configuration based on dry season low river flow conditions (modeling of other off-design and high flow conditions will be conducted in Task 1.4.2 under Stage 2 of this project). The design will account for state and federal agency limitations on the diffuser size and location in the river channel, as well as maximum port velocities. The site-specific current measurements collected by CH2M HILL in 2007 will be used to represent the current velocities at low river stage in the modeling. The results of the dilution modeling will include predicted dilutions and plume dimensions at the ZID and RMZ (defined for the new and existing outfalls). Model input and output will be included in an appendix to the design engineering report.
- Options for outfall pipe material, structural elements, and pipe construction approaches will be developed. The pipe material and construction approach will be reviewed with the District for selection.
- Develop preliminary construction cost estimate (Class 5 type estimate) for outfall improvement design, route and construction method.
- A Preliminary Draft of the Preliminary Design Engineering Report document will be prepared to document the design basis of the preferred outfall option, including hydraulics, geology, river geomorphology, dilution, water quality compliance analyses, biological constraints, design layout, construction approach, permitting approach, schedule, and a preliminary construction

cost estimate. The Preliminary Draft Report will be provided to the District for review and internal use, and only elements (figures and some tables) will be used in limited external agency meetings. This Preliminary Draft Report will provide the technical basis for the project in the natural resources permitting, until it is updated and replaced by the Draft – Preliminary Design Engineering Report (under subsequent Task 1.4.2).

Deliverables:

- A Preliminary Draft of the Preliminary Design Engineering Report will be submitted to the District for review and recommendations in March 2014.

Assumptions:

- The District will be provided diffuser design information to decide on the margin of safety for diffuser dilution performance above the minimum target dilution required.
- If the selected outfall option will be buried, then the design will assume that the bedrock elevation is at sufficient depth along the potential outfall route in-river that bedrock would not be encountered in the construction of a new buried outfall pipe. Site-specific borings along the outfall route would address this assumption.

Task 1.5. Review Meetings: Conduct three preliminary design review meetings with District staff.

Deliverables:

- Meeting notes will be prepared for the three meetings.

Assumptions:

- Rely on work performed to date for screening of outfall concepts.
- One team member will attend each meeting at the District office or CH2M HILL office in Portland, and other team members will attend by phone.
- Two additional teleconference meetings may be held with the District to address information exchanges and facilitate design decisions.

Task 2. Project Management

Task 2.1. Ongoing Project Management: Develop project execution plan/ and project instructions to assist in performing the work. Prepare monthly progress reports and progress billings in a format approved by the District's project manager. Project management responsibilities include managing the contract; directing and managing the work performed by the consultant team; scheduling, coordinating, and supervising project work; and developing monthly written project statuses, including budget and invoicing. Project will be completed by December 31, 2016. Initial budgets for Stage 1 are for work through March 31, 2014.

Task 2.2. QA/QC: Develop and follow the Quality Management Plan (QMP) for the project as discussed in Section 1.2, Approach, of the proposal.

Assumptions:

- Three months of invoicing.

Task 3. Water Quality Permitting Support

Task 3.1. Define Basis of Ammonia Limit: Review the historical basis and documentation of the development of effluent ammonia limits in the Kellogg Creek WPCP NPDES Permit and Fact Sheet, including DEQ's reasonable potential analyses, effluent ammonia values applied, and assumed receiving water conditions. The District will provide all information and data for this review, including relevant Kellogg Creek WPCP NPDES Permits, Fact Sheets, and other documents from DEQ and District files. The extent of the Consultant's involvement will be limited to the budget available.

Task 3.2. Support District in Meetings, Strategy Development Allowance: CH2M HILL team members will support regulatory issues and/or negotiations, as needed and required by District project manager. This subtask is scoped as an allowance to be used as directed by the District. The extent of the Consultant's involvement will be limited to the budget available.

Stage 2

Task 1.4.2. Preliminary Design Engineering Report – Final Draft: Develop a Final Draft of the Preliminary Design Engineering Report that incorporates the results of summer 2014 field data collections, and documents the basis of design for the selected outfall improvement to meet Oregon water quality standards under the range of effluent flows and critical river flow conditions. The Preliminary Design Engineering Report will review the outfall improvement concepts, but the design will only be developed for the outfall improvement option selected by the District.

The Final Draft Preliminary Design Engineering Report will be based on the Preliminary Draft Report and updated to include:

- Results of geotechnical, geomorphological, and survey data collected during the dry season of 2014 to document the selection of the outfall pipe route and diffuser location in the river, along with other physical and regulatory limitations.
- New effluent chemistry data (metals, organics, and ammonia) collected in 2014 for the Kellogg Creek WPCP and new Willamette River background chemistry data to update the reasonable potential analyses (RPA) of compliance with water quality standards. RPA results are used to develop the minimum target dilutions required for the design (District will select a margin of safety above the minimum) and to document to DEQ how the design will comply with state water quality standards.
- Update effluent and river flow and stage inputs for dilution models – including dry and wet season effluent flows (existing, projected 2020, and build-out flows), and critical river flow (and stages) that cover the range of conditions required in the DEQ RMZ-IMD (DEQ, May 2012).
- Dilution modeling will be updated using the river current and water column measurements collected in summer 2014 and these results will be used to confirm or modify the diffuser length and ports design configuration. Model critical low river flow, and off-design river flow conditions to cover all requirements of the RMZ-IMD (DEQ, May 2012). The new site-specific current measurements collected by CH2M HILL in the summer 2014 will be used to represent the current velocities at low river stage in the modeling. The current velocities at off-design or higher river flow conditions will be calculated as channel average velocities using Flow Master modeling. Dilution modeling will apply two EPA models; DKHW and CORMIX2. Dilution modeling inputs and approach will be consistent with the RMZ-IMD (DEQ, May 2012). The results of the dilution modeling will include predicted dilutions and plume dimensions at the ZID and RMZ

(defined for the new and existing outfalls). Model input and output will be included in an appendix to design engineering report.

- Update hydraulic modeling of the selected outfall and diffuser (at plant build-out flow under 100-year flood river stage), if changes to the diffuser are implemented based on the dilution modeling. The outfall hydraulic evaluation will encompass the outfall from the UV system outlet to the outfall terminus. CH2M HILL's hydraulic model HYDRO will be used for this evaluation.
- Environmental mapping information on the discharge site will be developed to be consistent with the RMZ-IMD, to define sediment conditions, habitat, aquatic resource uses, human uses, and salmonid seasonal migration for the site. Field data collections in summer 2014 will supplement the bathymetry data for use as environmental mapping information.
- Outfall pipe material and construction approaches will be updated if necessary due to design changes or environmental issues that are identified in 2014. Changes in pipe material and construction approach will be review with the District for selection.
- The draft preliminary construction cost estimate (Class 5 type estimate) for outfall improvements will be updated to include changes from the preliminary draft design.
- An updated Draft Report and Final Report will be developed following the completion of the Task 4.1 (dry season field data collections). The updated report will include updated dilution modeling of the selected outfall diffuser. The outfall diffuser configuration may be modified based on the modeling using site-specific current data collected during the 2014 dry season field data collections.
- Draft and Final Preliminary Design Engineering Report documents will be prepared to document the design basis of the preferred outfall option, including hydraulics, geology, river geomorphology, dilution, water quality compliance analyses, biological constraints, design layout, construction approach, permitting approach, schedule, and a preliminary construction cost estimate. The Preliminary Design Engineering Report will provide the technical basis for the project in the natural resources permitting.

Deliverables:

- An updated Draft Report will be submitted to the District for review in October 2014, following the completion of the Task 4.1 (dry season field data collections).
- A final report will be produced in November 2014 for submittal to DEQ for review and approval.

Assumptions:

- The District will be provided diffuser design information to decide on the margin of safety for diffuser dilution performance above the minimum target dilution required.
- If the selected outfall option will be buried, then the design will assume that the bedrock elevation is at sufficient depth along the potential outfall route in-river that bedrock would not be encountered in the construction of a new buried outfall pipe. Site-specific borings along the outfall route would address this assumption.

Task 4. Design

The objective of this task is to develop the final design for the preferred outfall diffuser based on the findings and concepts presented in the preliminary design, and additional field data collected in the dry season 2014, to refine the design, and provide 50 percent, 90 percent, and 100 percent Technical Specifications and Design Drawings.

Task 4.1. Field Data Collections (Dry Season 2014): Prepare concise study plan for field data collections and update field safety instructions (FSI) prepared in 2013 to be applicable. Execute the study plan to obtain data for the preliminary design report and project permit application documentation. Field data collections during August 2014 (dry season) will include: three-weeks of in-situ current measurements at the proposed new outfall diffuser site, water column density profiles and drogue tracking near the potential new diffuser sites under low flow conditions, video inspection of the outfall route down-slope to the diffuser site in the river, and collection and chemical analyses of surface sediment samples along the outfall extension route.

CH2M HILL staff will conduct water column density profiles and drogue releases and tracking, deploy and retrieve current meter instruments, collect surface sediment samples, and conduct the video inspection using our 17-foot work vessel. Water column profiles will be conducted to measure temperature, conductivity, pH, turbidity, and dissolved oxygen using a Seabird SBE-19+ instrument. Drogues will be released (4 to 6 releases) near the potential new diffuser site and their paths tracked using GPS to assess discharge plume path. A single taut-line cable array will be constructed and anchored at the proposed offshore diffuser site with three InterOcean S4 current meters in-line. The current meters will record current speed and direction, temperature, conductivity, and water depth every 10 minutes during the deployment period. The current meter array will be equipped with an acoustic release instrument for retrieval. The video inspection of the riverbed on the outfall route (from the existing outfall terminus down-slope to the diffuser site) will be performed by CH2M HILL divers with a support vessel.

Four riverbed surface sediment grabs will be collected at intervals along the existing outfall alignment, beginning 50 feet offshore of the existing outfall terminus and down to the base of the slope near the river thalweg. These samples will be collected to represent the surface sediment chemistry along the probable outfall route to provide data for design and permitting. These four samples will be submitted to CH2M HILL's Applied Sciences Laboratory for the following physical and chemical analyses; particle size (sieve and hydrometer tests), total volatile solids, total organic carbon, total phenolics, and total metals (arsenic, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, tin, and zinc).

Deliverables:

- Field Study Plan & Updated Field Safety Instructions (FSI)
- Technical Memorandum summarizing results of dry season field data collections two weeks following completion of field collections

Assumptions:

- The field data collections can be completed in four field days at the site (two days during installation and two days during retrieval), assuming no interference due to weather or river conditions (field work will be scheduled consulting weather and river forecasts for the area). Field work will be suspended in the event of unsafe conditions at the river site. Data

collections can be completed in August 2014, assuming approval to proceed from the District and suitable field working conditions allow for the work.

- If cut and cover construction method is selected for the outfall extension, then three in-water soil borings will need to be conducted along the pipe route; and these borings would need to extend to the depth of excavation in the riverbed, and they would require physical and chemical analyses. Refer to Optional Task 7.1.

Task 4.2. 50-Percent and 90-Percent Deliverable: Develop and submit final design contract documents that are 50 percent complete to the District for review. Revise and develop and submit final design contract documents that are 90 percent complete to the District for review. Submit final 90-Percent contract documents to DEQ for review and approval.

Deliverables:

- 50 Percent Contract Documents (Technical Specifications and Design Drawings)
- 90 Percent Contract Documents (Technical Specifications and Design Drawings)

Assumptions:

- Provide six hard copies and one electronic PDF copy of 50 and 90 percent deliverables.
- Construction installation methods will be specified in the Preliminary Design Engineering Report, as selected by the District.
- Specifications and standard details will be developed using CH2M HILL's standard 49 Division master specifications. District staff will provide the WES Division 0 specifications and CH2M Hill will use standard CH2M Hill Division 1 specifications.
- Electrical, instrumentation and controls, building mechanical, landscape and architectural design components are not required for this project.
- A geotechnical baseline report is not included.

Task 4.3. 100-Percent Deliverable: Fix-up and finalize contract documents based on comments received by District, CH2M HILL's internal quality assurance/quality control (QA/QC), and regulatory agencies.

Deliverables:

- 100 Percent Contract Documents (Technical Specifications and Design Drawings) – provide one stamped original and one electronic copy (searchable PDF). Also, provide electric sources files (drawings in AutoCAD and specifications in WORD).

Task 5. Natural Resources Permitting

Task 5.1. Joint Permit Application for In-Water Work: Develop submittal to state and federal agencies for applicable in-water work permits. Prepare the application in parallel with and based on the Preliminary Engineering Design Report.

Task 5.2. Biological Assessment: Prepare an ecological analysis and recommend construction BMPs to support formal ESA consultation. This biological assessment will be site and project-specific, but it will also reference and utilize other relevant projects and programmatic biological opinions in the

lower Willamette River. Provide ongoing coordination with NMFS review throughout the ESA consultation process to address any issues that arise and ensure timely approvals.

Task 5.3. DSL State Land and Waterways Easement for Outfall Extension: Assuming that the outfall improvement requires extension of the existing outfall into the Willamette River, then the District will need to obtain an easement from the DSL. CH2M HILL will work with District staff and attorney to develop the application for expanding the District's existing easement.

Task 5.4. Meetings with Regulatory Agencies: Attend meetings with regulatory agencies; anticipated meetings include a pre-application meeting with state and federal agencies and additional one-on-one meetings with NMFS, USACE, DSL, and ODFW.

Task 5.5. Permitting Support: Provide ongoing support and consultation to District staff as the design effort progresses. Adapt the permitting effort to accommodate new information during design development. Provide regular coordination with regulatory agency reviewers to ensure timely issuance of permits. Provide supplemental environmental and design information to the permitting agencies, as requested.

Task 5.6. Support NPDES Permit Development: Assist District in the negotiations and development of the revised NPDES Permit. Attend up to three meetings with District and with DEQ.

Task 6. Services during Construction

Task 6.1. Services during Construction: Review submittals, respond to RFIs, and participate in weekly progress meetings via telephone. On-site construction management will be provided by District staff and/or the District's third-party construction management consultant.

Task 6.2. Site Visits: Conduct site visits by engineering design staff as required, to assist District with ensuring compliance with contract documents.

Task 6.3. Permitting Assistance during Construction: Conduct site visits as required to assist with fish-handling and oversight of other permitting requirements; recommend regulatory compliance actions, if required.

Task 6.4. Record Drawings: Utilizing the marked up contract documents from the construction phase provided by the Contractor, electronically incorporate these mark ups and provide one electronic copy of the record drawings in AutoCAD format.

Task 7. Optional Tasks for 2014-2016

Task 7.1. Geotechnical Borings:

If cut and cover construction method is selected for the outfall extension, then three or more in-water soil borings will need to be conducted along the pipe route. These borings would need to extend to the depth of excavation in the riverbed, and they would provide design data for Tasks 4.2. Borings may also require physical and chemical analyses to address Army Corps of Engineers dredge disposal requirements. The borings in the river would be conducted from a barge and would require in-water work permits.

Task 7.2. Public Outreach Support Allowance: CH2M HILL team members will support public outreach activities, as needed and required by the District project manager, up to the budget amount.

Task 7.3. Water Quality Permitting Support Allowance: CH2M HILL team members will support regulatory issues and/or negotiations, as needed and required by District project manager, up to the budget amount.

Task 7.4. Alternative Project Delivery Assistance: CH2M HILL team members will support District staff in making a finding to the local contract review board to utilize CM/GC delivery approach.

Task 7.5 Surveying Allowance: If necessary, the consultant team will conduct site ground surveying for the project.

Estimated Budget

CH2M HILL will perform the work on a time and material basis. The estimated budget for Tasks 1 through 3 is \$112,369. Budget for Stage 2 and Optional tasks presented herein will be developed once Stage 1 work is complete and scope is refined. Fee estimate is based on raw labor costs times 3.2 and expenses at cost.

Level of Effort and Fee Estimate		
Task Description	Labor Hours	Fee, \$
Task 1: Preliminary Design	414	\$90,511
Task 2: Project Management and QA/QC	48	\$9,482
Task 3: Water Quality Permit Support	60	\$12,376
Total	522	\$112,369

Exhibit B

Clackamas County Water Environment Services

Service District No. 1

Kellogg Creek WPCP Outfall Improvement Project

Schedule

It is estimated that Stage 1 of the work will be completed by March 31, 2016 assuming a notice-to-proceed is issued on or before November 15, 2013 and assuming the following:

Project Schedule Assumptions		
Activity	Start	Finish
Project Initiation & Approach Meeting	November 15, 2013	
Preliminary Design – Field Data Collection	November 25, 2013	December 13, 2013
Preliminary Design – Outfall Concepts Review		January 24, 2014
Preliminary Design Engineering Report – Prelim. Draft		March 14, 2014
Preliminary Design Eng. Report – Review Meeting		March 28, 2014

This supports the following schedule for Stage 2 of the work.

Develop Permit Applications & Biol. Assessment	July 2014	October 31, 2014
Preliminary Design - Dry Season 2014 Data Collections	August 2014	September 2014
Preliminary Design Eng. Report – Updated Draft	August 2014	October 2014
Submittal to Agencies - Preliminary Design Engineering Report & Permit Applications		October 2014
50% Design Plans & Specifications	November 2014	January 2015
90 % Design Plans & Specifications	February 2015	April 2015
100% Design Plans & Specifications	May 2015	June 2015
Services During Bidding/Procurement	October 2015	May 2016
Services During Construction	June 2016*	December 2016

*Assumes regulatory agencies will provide approval of the in-water work permit application on or before May 31, 2016.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534 15114 -12345-5EX2P-13/14 028533	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Greenwich Insurance Company		22322
INSURER B: N/A		N/A
INSURER C: XL Insurance America, Inc.		24554
INSURER D: Zurich American Insurance Co		16535
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** SEA-002438227-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	RGE500025502	05/01/2013	05/01/2014	EACH OCCURRENCE	\$ 1,500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$
	<input checked="" type="checkbox"/> \$500,000 SIR					PERSONAL & ADV INJURY	\$ 1,500,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 5,000,000
POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG	\$ 5,000,000
							\$
A	AUTOMOBILE LIABILITY	X	RAD500025402 (AOS) RAD500025602 (MA)	05/01/2013	05/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS		05/01/2013	05/01/2014	BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
UMBRELLA LIAB						EACH OCCURRENCE	\$
EXCESS LIAB						AGGREGATE	\$
DED RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		RWD500025202 (AOS) RWR500025302 (WI)	05/01/2013	05/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT	\$ 1,000,000
	<input type="checkbox"/> if yes, describe under DESCRIPTION OF OPERATIONS below	N		05/01/2013	05/01/2014	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		N/A				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	PROFESSIONAL LIABILITY*		EOC3829621-11	05/01/2013	05/01/2014	Each Claim & Aggregate	\$2,000,000
						Each Policy Period	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, ITS OFFICERS, COMMISSIONERS, AGENTS AND EMPLOYEES ARE INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT. *FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE.

CERTIFICATE HOLDER CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 ATTN: RANDY ROSANE, PE C/O WATER ENVIRONMENT SERVICES 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Sharon A. Hammer <i>Sharon A. Hammer</i>



Beyond clean water.

November 14, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

10

APPROVAL OF A JOINT FUNDING AGREEMENT BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 (CCSD#1) AND THE U.S. GEOLOGICAL SURVEY (USGS) FOR COOPERATIVE HYDROLOGIC MONITORING WORK IN THE JOHNSON CREEK WATERSHED

Purpose/Outcomes	Intergovernmental Agreement with the USGS to provide surface/ground water monitoring in the Johnson Creek watershed
Dollar Amount and Fiscal Impact	\$9,870 (these funds would then be matched with \$9,870 from USGS)
Funding Source	CCSD#1's 2013-2014 SWM Operating Budget
Safety Impact	None
Duration	Effective October 1, 2013 and terminates on September 30, 2014
Previous Board Action	Previous JFAs signed by the BCC authorized CCSD#1 funding for service during the period from October 1, 1999 to September 30, 2013
Contact Person	Mona LaPierre, WES Environmental Monitoring Manager, 503-557-2830
Contract No.	None

BACKGROUND:

A cooperative, multi-jurisdictional hydrology study between the USGS and local governments in the Johnson Creek watershed is proposed to continue during Federal fiscal year 2013-2014. In 1999, CCSD#1 joined this long-term study. Other local governments who plan to participate this year are the Cities of Gresham, Milwaukie, Damascus, and Portland, Multnomah County, and the East Multnomah County Soil & Water Conservation District. Funds would be used by the USGS to:


- Write a report titled "*Sediment Loading in Johnson Creek...analysis of streamflow, turbidity, and suspended sediment...*", which will assess changes in the suspended sediment load and identify the distribution of sediment inputs.
- Maintain a network of several continuous creek water quality and/or flow monitoring stations. Water quality parameters measured by this network includes temperature and turbidity.
- Maintain an existing network of monitoring stations which measure groundwater levels.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve the attached agreement between CCSD#1 and the USGS for joint hydrologic monitoring in the Johnson Creek watershed.

Respectfully submitted,


Michael S. Kuenzi
Director

U.S. Department of the Interior
Geological Survey

Customer #: 600001801
Agreement #:
Project #:
TIN #: 93-6002286
Fixed Cost YES
Agreement

Joint Funding Agreement

FOR

OREGON WATER SCIENCE CENTER

THIS AGREEMENT is entered into as of the, 1st day of October, 2013 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a hydrologic streamflow data collection program on the Tualatin River near West Linn, Oregon herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00
 - (a) by the party of the first part during the period

Amount	Date	to	Date
\$4,400.00	October 1, 2013		September 30, 2014
 - (b) by the party of the second part during the period

Amount	Date	to	Date
\$4,400.00	October 1, 2013		September 30, 2014
 - (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered annually. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey
United States
Department of the Interior**

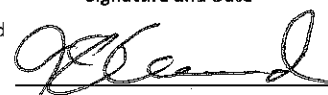
**BOARD OF COUNTY COMMISSIONERS
(BCC), GOVERNING BODY OF
CLACKAMAS COUNTY SERVICE
DISTRICT NO. 1 AND SURFACE WATER
MANAGEMENT AGENCY OF
CLACKAMAS COUNTY
Customer Point of Contact**

USGS Point of Contact

Name: Keith Overton
 Address: USGS - ORWSC
 2130 SW 5TH AVENUE
 Portland, Oregon 97201
 Telephone: 503-251-3246
 Email: koverton@usgs.gov

Name: Ms. Mona LaPierre
 Address: WES, A Dept. of Clackamas County
 15941 South Agnes Avenue
 Oregon City, Oregon 97045
 Telephone:
 Email:

Signature and Date

Signature and Date: 
 Name: James D. Crammond
 Title: Center Director
 9/24/13

Signature and Date

Signature and Date: _____
 Name: John Ludlow
 Title: Chair of BCC, Governing Body of SWMACC



Beyond clean water.

November 14, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

**APPROVAL OF A JOINT FUNDING AGREEMENT (JFA) BETWEEN
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 (CCSD#1) AND THE U. S. GEOLOGICAL
SURVEY (USGS) FOR CREEK FLOW MEASURING WORK**

Purpose/Outcomes	Intergovernmental Agreement with the USGS to maintain three crest-stage gages in creeks in CCSD#1 for water flow rate measuring work
Dollar Amount and Fiscal Impact	\$16,740
Funding Source	CCSD#1's 2013-2014 SWM Operating Budget
Safety Impact	None
Duration	Effective October 1, 2013 and terminates on September 30, 2014
Previous Board Action	Previous JFAs signed by the BCC authorized CCSD#1 funding for this service during the period from July 1, 2001 to September 30, 2013
Contact Person	Mona LaPierre, WES Environmental Monitoring Manager - 503-557-2830
Contract No.	None

BACKGROUND:

Clackamas County Service District No. 1 (District) continuously monitors creek water flow rates, 24 hours/day, 7 days/week, using battery powered units at all 3 gages. In addition, two of the gages are visited during nine water quality & flow monitoring events each year by District field staff. This agreement would provide accurate water flow rate data which:

- Will be paired with the water quality data which is generated by our field and laboratory staff.
- Will continue to be submitted to Oregon's Department of Environmental Quality on an annual basis, along with water quality data, from two of the sites with gages.
- Will continue to be useful for quantifying progress being made towards reducing stormwater discharge volumes and pollutant loads as low impact development standards – and other elements of our surface/stormwater program – are implemented.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve the Joint Funding Agreement with the USGS for the maintenance of three crest-stage gages in CCSD#1.

Respectfully submitted,

Michael S. Kuenzi
Director

U.S. Department of the Interior
Geological Survey

Joint Funding Agreement

Customer #: 600001801
Agreement #:
Project #:
TIN #: 93-6002286
Fixed Cost YES
Agreement

FOR

OREGON WATER SCIENCE CENTER

THIS AGREEMENT is entered into as of the, 1st day of October, 2013 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a data collection program of three crest-stage gages in Clackamas County herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00
 - (a) by the party of the first part during the period

Amount	Date	to	Date
\$0.00	October 1, 2013		September 30, 2014
 - (b) by the party of the second part during the period

Amount	Date	to	Date
\$16,740.00	October 1, 2013		September 30, 2014
 - (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered annually. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).
- 10. During the course of this jointly planned activity and partnership, USGS may provide unpublished USGS data or information to your agency for review. In accepting the unpublished data or information, your agency agrees to be bound by the USGS non-disclosure policy for unpublished USGS work products. Guidance concerning USGS's non-disclosure policy is explained in USGS Fundamental Science Practices (<http://www.usgs.gov/fsp/policies.asp>).

**U.S. Geological Survey
United States
Department of the Interior**

USGS Point of Contact

Name: Keith Overton, USGS ORWSC
 Address: 2130 SW 5TH Avenue
 Portland, Oregon 97201
 Telephone: 503-251-3246
 Email: koverton@usgs.gov

Signature and Date

Signature and Date: 
 Name: James D. Crammond
 Title: Center Director
 Date: 9/10/05

**Board of Commissioners,
Governing Body of Clackamas County
Service District No. 1**

Customer Point of Contact

Name: Ms. Mona LaPierre
 Address: Water Environment Services,
 A Dept of Clackamas County
 15941 S. Agnes Avenue
 Oregon City, Oregon 97045
 Telephone:
 Email:

Signature and Date

Signature and Date: _____
 Name: John Ludlow
 Title: Chair of BCC
 Governing body of CCSD#1



Beyond clean water.

November 14, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

APPROVAL OF A JOINT FUNDING AGREEMENT (JFA) BETWEEN THE SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY (SWMACC) AND THE U.S. GEOLOGICAL SURVEY (USGS) FOR TUALATIN RIVER MONITORING

Purpose/Outcomes	Intergovernmental Agreement with the USGS to provide continuous monitoring of the Tualatin River's flow in SWMACC
Dollar Amount and Fiscal Impact	\$4,400 (these funds would then be matched with \$4,400 from USGS)
Funding Source	SWMACC's 2013-2014 Operating Budget
Safety Impact	None
Duration	Effective October 1, 2013 and terminates on September 30, 2014
Previous Board Action	Previous JFAs signed by the BCC authorized SWMACC funding for service during the period from October 1, 1999 to September 30, 2013
Contact Person	Mona LaPierre, WES Environmental Monitoring Manager – 503-557-2830
Contract No.	None

BACKGROUND:

A coordinated water resources monitoring project (Project) in the Tualatin River watershed has been underway since October 1999. In one element of this Project, Clean Water Services (CWS) of Washington County, the Cities of West Linn and Lake Oswego, and the SWMACC partner with the USGS to fund the operation of a continuous Tualatin River flow measuring station in the SWMACC. The operation of this station is the only element of the Project that SWMACC funds are allocated to. The other elements of the Project, such as the operation of the continuous water quality monitoring station in SWMACC, are funded by CWS and the USGS. The Project's benefits include:

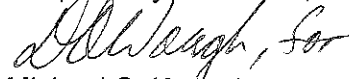
- Use of flow data to: a) revise FEMA floodplain maps, and b) assess progress towards attainment of minimum in-stream flow goals;
- Assessing real-time in-stream water quality and flow conditions via the USGS website;
- The calculation of the river's pollutant mass loads (for example, pounds of phosphorus/day).

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board approve the attached JFA with the USGS for the operation of a continuous Tualatin River flow measuring station at river mile 1.8 in the SWMACC.

Respectfully submitted,


Michael S. Kuenzi
Director

Form 9-1366
(Oct. 2005)

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement**

Customer #: Page 1 of 2
6000001801
Agreement #:
Project #:
TIN #: 93-6002286
Fixed Cost Agreement Yes No

**FOR
OREGON WATER SCIENCE CENTER**

THIS AGREEMENT is entered into as of the 1st day of October, 2013, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CLACKAMAS COUNTY SERVICE DISTRICT NO.1, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a hydrologic monitoring program in the Johnson Creek basin, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.

(a) \$9,870 by the party of the first part during the period
October 1, 2013 to September 30, 2014

(b) \$9,870 by the party of the second part during the period
October 1, 2013 to September 30, 2014

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366
continued

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #: 6000001801
Agreement #:
Project #:
TIN #: 93-6002286

- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **annually**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

Board of Commissioners, Governing Body of
Clackamas County Service District No. 1

USGS Point of Contact

Customer Point of Contact

Name: Adam Stonewall
Address: USGS ORWSC

2130 SW 5TH Avenue
Portland, Oregon 97201
Telephone: 503-251-3276
Email: stonewal@usgs.gov

Name: Ms. Mona LaPierre
Address: Water Environment Services, A Dept
of Clackamas County
15941 South Agnes Avenue
Oregon City, Oregon 97045
Telephone:
Email:

Signatures

Signatures

By  Date 7/23/13
Name: James D. Crammond
Title: Center Director

By _____ Date _____
Name:
Title: John Ludlow
Chair of BCC
Governing body of CCSD#1

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title: