

AGENDA

Thursday, January 23, 2014 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2014-02

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

1. Board Order No. _____. Accepting a Transfer of Jurisdiction from Clackamas County to the City of Oregon City for a Portion of Thayer Road (County Road #0443, DTD #32003), and All of Thayer Court (DTD #32106), Falcon Drive (County Road #2927, DTD #32056) and Connie Court (County Road #3080, DTD #32084) – (Rick Maxwell, Department of Transportation and Development)

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

~NO DISCUSSION ITEMS SCHEDULED

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 to Apply for a Continuation Grant for Oregon Department of Transportation Special Transportation Formula Funds through Ride Connection, Inc., for Service Provided by Members of the Transportation Consortium of Clackamas County for Clackamas County Seniors and People with Disabilities. – *Social Services*
2. Approval to purchase Two Medium Size Heavy Duty ADA Transit Coaches from Western Bus Sales for the Mt. Hood Express Service. – *Social Services*

3. Approval of a Revenue Letter of Agreement with CareOregon for Beaver Creek, Sunnyside, Gladstone, and Sandy Clinic's Participation in the Patient and Population Centered Primary Care Home Payment Model (PPCPCH) – *Health Centers*

B. Finance Department

1. Resolution No. _____ Acknowledging Expenditures in Excess of Appropriations for Fiscal Year 2013 and Describing Corrective Actions on Accordance with ORS 297.466

C. Business & Community Services

1. Resolution No. _____ Amending Resolution No. 2011-03 for the Intergovernmental Agreement Regarding the Management of the North Urban Clackamas County Enterprise Zone
2. Acceptance of a the Clackamas County Tourism & Cultural Affairs Development Grant
3. Approval and Acceptance of the Oregon Business Development Brownfield Redevelopment Fund Grant

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

NOTE: *Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove 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



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

January 23, 2014

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

Board of Commissioners
Clackamas County

Members of the Board:

A Board Order Accepting a Transfer of Jurisdiction from Clackamas County to the City of Oregon City for a Portion of Thayer Road (County Road #0443, DTD #32003), and All of Thayer Court (DTD #32106), Falcon Drive (County Road #2927, DTD #32056) and Connie Court (County Road #3080, DTD #32084)

Purpose/Outcomes	Transfers jurisdiction of a portion of Thayer Road and all of Thayer Court, Falcon Drive, and Connie Court to the City of Oregon City.
Dollar Amount and Fiscal Impact	Cost savings in the form of staff time and materials related to the permitting, maintenance and oversight of this roadway.
Funding Source	Road Fund
Safety Impact	Transferring jurisdiction to the City will allow future development on these roads to be consistent throughout, and will alleviate confusion on the part of the public.
Duration	Upon execution; permanent.
Previous Board Action	January 24, 2013: Execution of an Intergovernmental Agreement to transfer permitting authority and maintenance responsibilities for these same roads to the City of Oregon City
Contact Person	Rick Maxwell, Engineering Technician, 503-742-4671

BACKGROUND

Clackamas County currently has jurisdiction over Thayer Road, Thayer Court, Falcon Drive and Connie Court. In January 2013, the County transferred permitting authority, maintenance responsibility and enforcement of road standards for these same roads to the City of Oregon City, with the understanding that full jurisdictional transfer would be completed within the year.

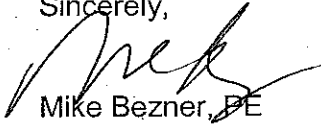
Transferring jurisdiction for these roads to the City of Oregon City will eliminate confusion and improve efficiencies of maintenance and public service. The City has already annexed the adjacent properties into the city.

This agreement has been reviewed and approved by County Counsel.

Recommendation:

Staff respectfully recommends approval of this Board Order which permanently transfers jurisdiction of a portion of Thayer Road and all of Thayer Court, Falcon Drive and Connie Court to the City of Oregon City.

Sincerely,



Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Rick Maxwell at 503-742-4671.

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

In the matter of transferring to the City of Oregon City, jurisdiction over a portion of Thayer Road, County Road No. 0443, DTD No. 32003; Thayer Court, DTD No. 32106; Falcon Drive, County Road No. 2927, DTD No. 32056; and Connie Court, County Road No. 3080, DTD No. 32084



Order No.
Page 1 of 2

This matter coming before the Board of County Commissioners as a result of a request from the City of Oregon City, by Resolution Number 13-25, dated September 18, 2013, and the preceding negotiation between the City of Oregon City and Clackamas County Department of Transportation and Development to transfer the following roads:

<u>Road Name</u>	<u>Cnty #</u>	<u>DTD #</u>	<u>From</u>	<u>To</u>	<u>Square Feet</u>
Thayer Road	0443	32003	MP 0.00	MP 0.35	143,188
Thayer Court (included in Thayer Rd)		32106			
Falcon Drive	2927	32056	MP 0.00	MP 0.41	115,294
Connie Court	3080	32084	MP 0.00	MP 0.09	27,413; and,

It further appearing to the Board that said transfer of jurisdiction has been recommended by M. Barbara Cartmill, Acting Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Oregon City News and Clackamas Review on 12/26/13, 01/02/14, 01/09/14 and 01/16/14; now therefore,

IT IS HEREBY ORDERED that jurisdiction of a portion of Thayer Road and all of Thayer Court, Falcon Drive, and Connie Court shall be transferred, Clackamas County jurisdiction shall cease, and full and absolute jurisdiction of said portions of roadway are transferred to the City of Oregon City as of the date of this Order; and,

IT IS FURTHER ORDERED that 285,895 square feet, more or less, be removed from the County's Road Inventory; and,

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

In the matter of transferring to the City of Oregon City, jurisdiction over a portion of Thayer Road, County Road No. 0443, DTD No. 32003; Thayer Court, DTD No. 32106; Falcon Drive, County Road No. 2927, DTD No. 32056; and Connie Court, County Road No. 3080, DTD No. 32084



Order No.
Page 2 of 2

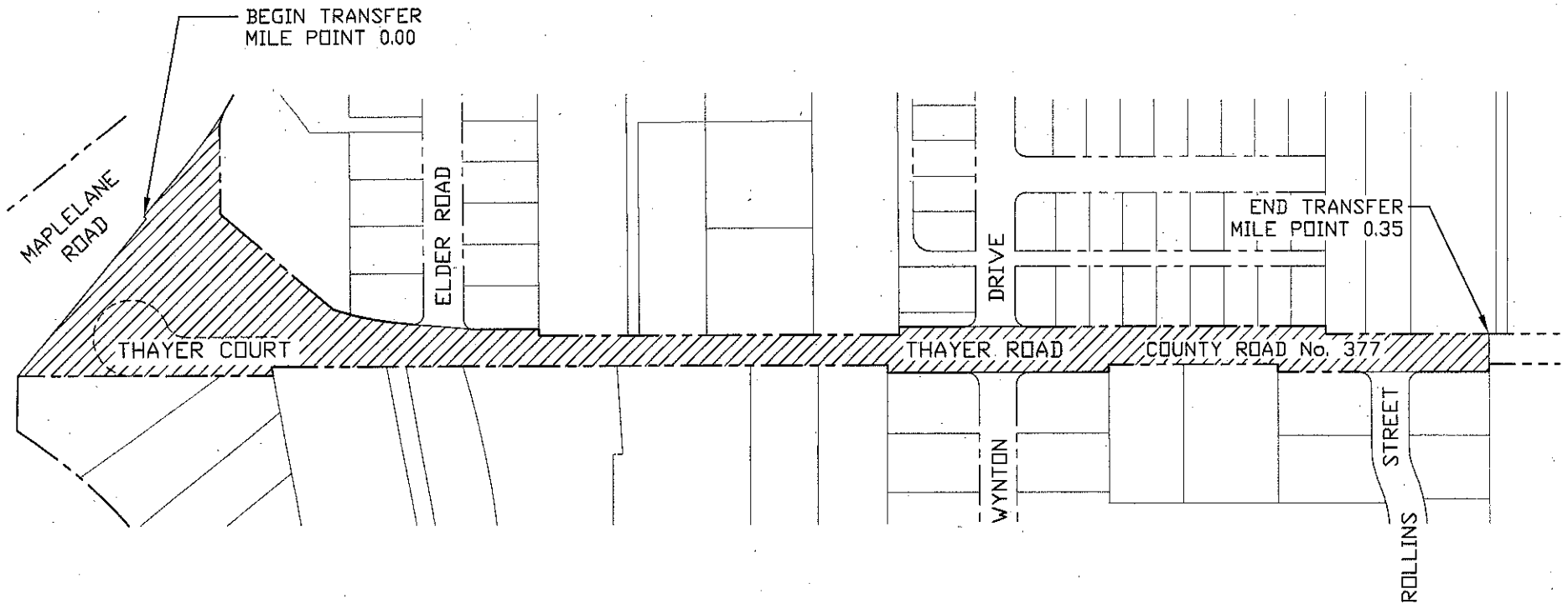
IT IS FURTHER ORDERED that copies of this Order be submitted to the Clackamas County Clerk's office for recording and that copies be subsequently sent without charge to the Clackamas County Surveyor, Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

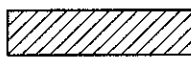
ADOPTED this 23rd day of January, 2014.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



 TRANSFERRED AREA INCLUDING
THAYER COURT 143,188 Sq. Ft.±

LENGTH 0.35 MILES OR 1,843 FEET±

ROAD WIDTH IS VARIABLE



DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



CUTSHALL

01/14/2014

EXHIBIT "A"

SHEET
1 OF 1



BEGIN TRANSFER
MILE POINT 0.00

GAFFNEY LANE

FALCON DRIVE

Co. Rd. No. 2927



TRANSFERRED AREA
115,294 Sq. Ft.

LENGTH 0.41 MILES OR 2,163 FEET

ROAD WIDTH 50 FEET

CUL-DE-SAC RADII 50 FEET

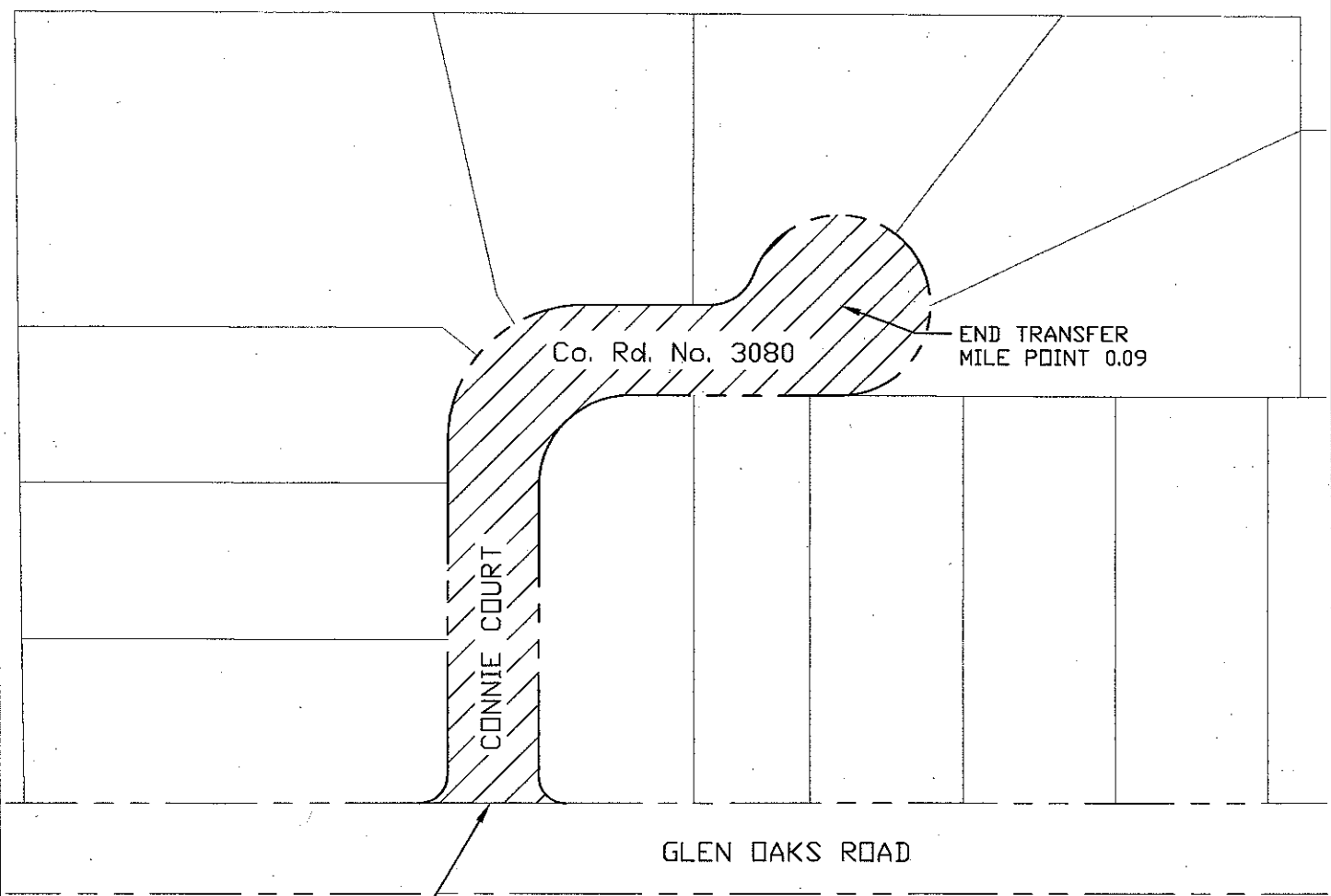
GLENVIEW COURT

FALCON DRIVE

VANCE ROAD

END TRANSFER
MILE POINT 0.41

CASTLEBERRY LOOP



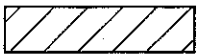
BEGIN TRANSFER
MILE POINT 0.00

END TRANSFER
MILE POINT 0.09

Co. Rd. No. 3080

CONNIE COURT

GLEN OAKS ROAD

 TRANSFERRED AREA
27,413 Sq. Ft.
LENGTH 0.09 MILES OR 433 FEET
ROAD WIDTH 50 FEET
CUL-DE-SAC RADIUS 50 FEET

RESOLUTION NO. 13-25

**A RESOLUTION REQUESTING THE JURISDICTIONAL TRANSFER
OF A PORTION OF THAYER ROAD AND ALL OF THAYER COURT, FALCON DRIVE
AND CONNIE COURT FROM CLACKAMAS COUNTY TO OREGON CITY**

WHEREAS, staff has been coordinating with Clackamas County over the past few years to facilitate the transfer of several county roads due to city subdivision/partition development and operational needs; and,

WHEREAS, staff recommends transferring a portion of Thayer Road, a minor arterial, from Maplelane Road to the Urban Growth Boundary (UGB), consisting of approximately 0.35 miles (County maintenance in 2013 consisting of a chip seal and ditch, catch basin and culvert cleaning); and,

WHEREAS, staff recommends transferring all of Thayer Court, a local street off of Thayer Road just east of Maplelane Road, consisting of approximately 0.05 miles (County maintenance in 2013 consisting of a chip seal and ditch, catch basin and culvert cleaning); and,

WHEREAS, staff recommends transferring all of Falcon Drive, a local street south of Gaffney Lane and connecting to Castleberry Loop to the southwest, consisting of approximately 0.38 miles (County maintenance in 2013 consisting of a chip seal and catch basin and culvert cleaning); and,

WHEREAS, staff recommends transferring all of Connie Court, a local street north of Glen Oak Road, consisting of approximately 0.07 miles (County maintenance in 2013 consisting of a chip seal and catch basin and culvert cleaning); and,

WHEREAS, in January 2013, Oregon City entered into an IGA with Clackamas County whereby the City agreed to undertake permitting authority and maintenance responsibilities for a portion of Thayer Road and all of Thayer Court, Falcon Drive and Connie Court following maintenance of the roadways by the County; and,

WHEREAS, these county roads are within the city limits of Oregon City; and,

WHEREAS, transfer of these roads will simplify planning and development review by eliminating Clackamas County review; and,

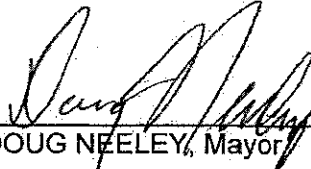
WHEREAS, the County/City Urban Growth Management Agreement provides for the transfer of county roads by consent of both parties, subject to a standard payment for a 2-inch overlay for a minimum 20-foot width for local streets and a negotiated payment for collectors and arterials; and,

WHEREAS, the City's Public Works Director recommends this transfer without further compensation due to the County's maintenance efforts in 2013 on these four streets; and

WHEREAS, it is in the public interest for these transfers to take place.


NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS to request that Clackamas County transfer jurisdiction of a portion of Thayer Road and all of Thayer Court, Falcon Drive and Connie Court and a total of approximately 0.85 miles as further depicted in Exhibit A, to the City of Oregon City.

Approved and adopted at a regular meeting of the City Commission held on the 18th day of September 2013.



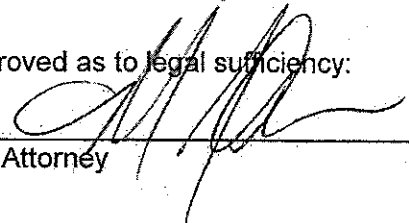
DOUG NEELEY, Mayor

Attested to this 18th day of September 2013:



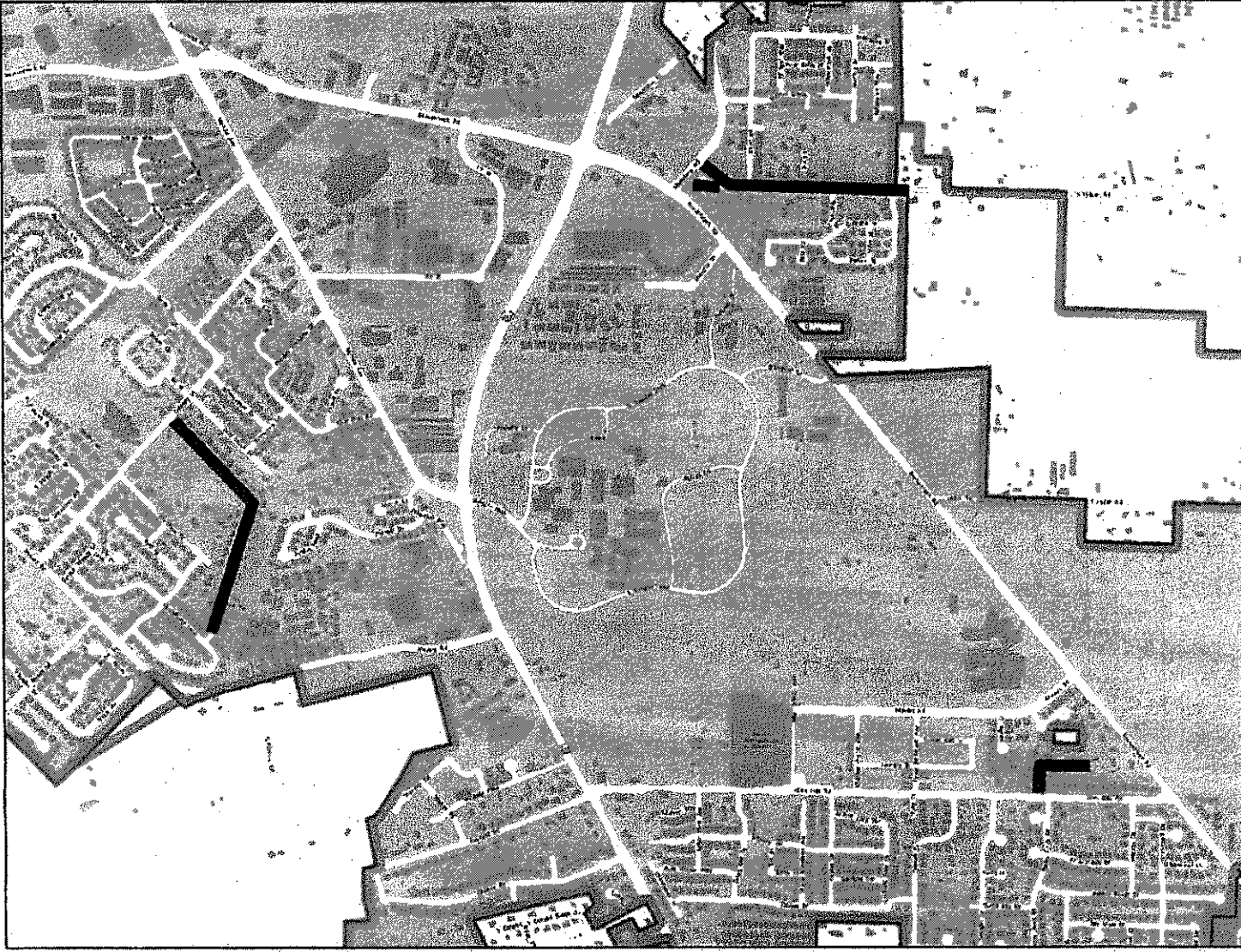
Nancy Ide, City Recorder

Approved as to legal sufficiency:





City Attorney

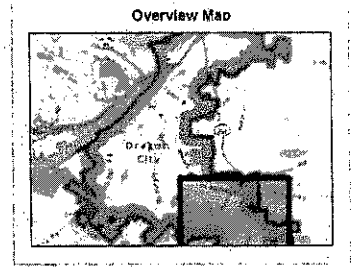
Inter Governmental Agreement Location Map



Legend

-  City Limits
-  UGB

Notes



The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, surveying or navigation purposes. Notification of any errors is appreciated.



0 1,329 2,658 Feet

1: 15,947

Thayer Rd., Thayer Ct., Connie Ct., & Falcon Dr.

City of Oregon City
 PO Box 3040
 625 Center St
 Oregon City
 OR 97045
 (503) 657-0891
 www.orcity.org



January 23, 2014

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a Continuation Grant for Oregon Department of Transportation Special Transportation Formula Funds through Ride Connection, Inc., for Services Provided by Members of the Transportation Consortium of Clackamas County for Clackamas County Seniors and People with Disabilities

Purpose/Outcomes	Agreement with Ride Connection, Inc to provide funding for Transportation Services to seniors and/or people with disabilities residing in Clackamas County.
Dollar Amount and Fiscal Impact	The maximum grant award is \$769,626. The contract is funded through the Ride Connection, Inc agreement with TriMet and the Oregon Dept of Transportation.
Funding Source	State Special Transportation Formula Funds - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2014 and terminates on June 30, 2016
Previous Board Action	None
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	

The Social Services Division of the Health, Housing, and Human Services Department requests approval to apply for a Continuation Grant for Oregon Department of Transportation Special Transportation Formula (STF) Funds through Ride Connection, Inc. for services provided by members of the Transportation Consortium of Clackamas County for area seniors and people with disabilities. The consortium currently includes 25 agencies consisting of elderly and disabled (E&D) transportation providers, advocates and five transit agencies. With the completion of the Regional Elderly and Disabled Transportation Plan, the Consortium was designated as the local coordinating council for Clackamas County. This grant would provide funding for Clackamas County Transportation Consortium rural program partners in the amount of \$594,193 for transportation services and \$175,433 for Consortium urban program partners. Transportation services are offered to area seniors and persons with disabilities that have limited or no access to public transportation. This is the thirteenth year Social Services has applied for continuation funding for transportation services to elderly and disabled transportation programs provided by some members of the Clackamas County Transportation Consortium.

The initial two-year grant for expanded service was approved by the BCC at the November 24, 1999 meeting and renewed annually thereafter. The grand total amount of the proposed two year renewal

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application will be up to \$769,626. The grant, if awarded, would have no effect on staffing. No County General Funds are involved.

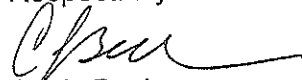
This STF funding will fund the Clackamas County Transportation Consortium for FY14/15 and FY15/16 for the following services:

Rural transportation programs operated by Clackamas senior/community centers and the Transportation Reaching People program provide transportation services to seniors and persons with disabilities who live outside of the TriMet district or outside the centers regular service area. Rides are provided by senior center vans and volunteer drivers using their own vehicles. Rides are provided to nutrition sites, medical appointments, personal business and social activities. The specific centers and services included in this Special Transportation Formula Funds for transportation services are the following: Canby Adult Center, Estacada Community Center, NCPR-Milwaukie Center, Molalla Senior Center, Hoodland Senior Center, Pioneer Community Center, Sandy Senior and Community Center, and Transportation Reaching People. The urban funding portion of this grant is for the Transportation Reaching People program providing the same types of rides seniors and persons with disabilities who live inside of the TriMet district. Funding is also provided to Social Services for administrative costs.

RECOMMENDATION:

We recommend the approval to apply for this grant and further recommend the acceptance of the award if funded, and that Cindy Becker be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,


Cindy Becker
Director

January 23, 2014

Board of County Commissioners
 Clackamas County

Members of the Board:

**Approval to Purchase Two Medium Size Heavy Duty ADA Transit Coaches
 From Western Bus Sales for the Mt. Hood Express Service**

Purpose/Outcomes	Agreement with Western Bus Sales to purchase two medium size heavy duty transit coaches for the Mt Hood Express to provide public transit services along the Highway 26 corridor between Sandy and Timberline Lodge
Dollar Amount and Fiscal Impact	The maximum contract value will be \$282,782.
Funding Source	100 % grant funded from the Oregon Department of Transportation Grant- no County General Funds are involved.
Safety Impact	Replaces older vehicles increasing the safety of the service
Duration	One time purchase
Previous Board Action	None
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	6556

The Social Services Division of the Health, Housing, and Human Services Department requests approval to purchase two medium size heavy duty ADA transit coaches for the Mt Hood Express to provide public transit services in the Hoodland area of Clackamas County. The purchase is funded 100% by a grant with the Oregon Department of Transportation by a Transit in Parks grant awarded by the Federal Transit Administration. No County General Funds are involved.

The Mt. Hood Express (formerly the Mountain Express) provides public transit service from the City of Sandy along the Highway 26 corridor including stops in Welches, Rhododendron, Government Camp and Timberline Lodge. The service connects to Sandy's bus service to provide regional public transit access to employees, local residents and persons who desire to access recreational opportunities year round on Mt. Hood. The express service is currently being operated with a fleet of three 1980 GMC buses. These buses are aging and not reliable. Two will be replaced under this agreement.

A Request for Proposals was issued October 23, 2103. At the time of closing of 2:00PM, November 13, 2013, proposals were received from 4 suppliers: Western Bus Sales, Schetky Northwest, EK Bus Sales and Brattain Bus Sales. An evaluation committee reviewed the proposals. Based upon the criteria listed in the RFP, the proposal from Western Bus Sales was determined to be the one best meeting the needs of the County for this project

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www.clackamas.us

RECOMMENDATION:

We recommend the approval of the purchase of two medium size heavy duty ADA transit coaches and further recommend that Cindy Becker be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,


Cindy Becker
Director

January 23, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Revenue Letter of Agreement with CareOregon for Beaver Creek, Sunnyside, Gladstone, and Sandy Clinic's participation in the Patient and Population Centered Primary Care Home Payment Model (PPCPCH)

Purpose/Outcomes	Participate in CareOregon's Patient and Population Centered Primary Care Home Payment Model and receive additional Revenue based on number and population served.
Dollar Amount and Fiscal Impact	Contract has no maximum as revenue is based on population served
Funding Source	253-3010-8002 – Fiscal Services
Safety Impact	None
Duration	Effective October 01, 2013 and terminates on September 30, 2014
Previous Board Action	January 24, 2013 – agenda item 012413-A7
Contact Person	Richard Swift, Interim Health Center Director – 503-656-5694
Contract No.	6555

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of a Letter of Agreement with CareOregon for the Beaver Creek, Sunnyside, Gladstone, and Sandy Clinic's participation in the Patient and Population Centered Primary Care Home Payment Model.

The Patient-Centered Primary Care Home Program offers new payment methods that support quality of patient care. To meet that goal, the program is working with all Oregon Health Authority (OHA) programs, including the Oregon Health Plan, public employees, and Oregon educators, in order to provide enhanced financial support to recognized primary care homes for their OHA-covered patients.

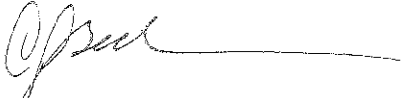
CCHCD is currently an accredited Patient Centered Primary Care Home (PCPCH) Provider with the Oregon Health Authority. As part of this accreditation and on-going efforts as a PCPCH, CCHCD is eligible to participate in this additional revenue generating program with CareOregon.

The agreement does not contain an upper limit as it is unknown how much revenue will be produced. County Counsel has reviewed this agreement on December 24, 2012. The agreement is retroactive back to October 1, 2013 due to CCHCD's late receipt of the document from CareOregon. It terminates on September 30, 2014.

Recommendation:

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

Respectfully submitted,



A handwritten signature in black ink, appearing to read 'Cindy Becker', followed by a long horizontal line extending to the right.

Cindy Becker, Director

CareOregon and Clackamas County Health Department

Letter of Agreement for CareOregon Patient and Population Centered

Primary Care Home Payment Model

CareOregon, Inc (CareOregon) and Clackamas County acting by and through its Health, Housing, and Human Services Department, Health Center Division ("Provider") hereby agree to the following terms and conditions:

Recitals:

- A. CareOregon and Provider are independent companies.
- B. This Letter of Agreement is distinct and separate from the Primary Care Services Agreement in place between CareOregon and Provider, and shall be applicable only so long as the Primary Care Services Agreement remains in place and is effective between CareOregon and Provider.
- C. Letter of Agreement shall be applicable only so long as Provider is recognized by the state of Oregon as a Patient Centered Primary Care Home (PCPCH).
- D. Both entities acknowledge that this is a pilot program that will be reviewed periodically.
- E. If the State of Oregon or the contracted Coordinated Care Organization changes the requirements for PCPCH Supplemental Payment, this agreement will be re-evaluated.
- F. This letter of agreement shall be applicable for the time period between October 1, 2013 and September 30, 2014.

Patient and Population Centered Primary Care Clinic Quality Incentive Payments:

For the time period between October 1, 2013 and September 30, 2014, Provider shall be eligible for a quality bonus based on the quality outcomes measures described in the CareOregon Patient and Population Centered Primary Care Payment Model (described in Attachment A).

Under this payment model, Provider is eligible for a risk adjusted PMPM depending on Level of achievement in the payment model of:

Payment Model Level	Risk Adjusted PMPM Gladstone, Sandy	Risk Adjusted PMPM Beavercreek, Sunnyside
Level 1	\$2.00	\$2.27
Level 2	\$3.66	\$4.54
Level 3	\$5.50	\$6.81

Terms:

- Payment will be made monthly based on the members assigned to the Provider as of the first (1st) of the month.
- Payment level is based on prior 6 months performance and will be increased or decreased based on level of achievement in the payment model. Level placement will be re-evaluated every 6 months.
- All participating Providers will begin the first six months at Level 1.
- Payment is determined by CareOregon's Patient and Population Centered Primary Care Home Payment Model.
- Risk Adjustments are based on October 2013 calculation by CareOregon.
- This agreement is renewable on an annual basis at the discretion of CareOregon.
- Quality data reports are required to be submitted at agreed upon deadlines. Increased quality payment is contingent on quality data being submitted by deadline.
- Sandy clinic must obtain PCPCH designation by March 31, 2014 to be eligible for participation in Payment Model Program.

Confidentiality:

This Letter of Agreement contains confidential and proprietary information and is considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither part will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

CAREOREGON

Clackamas County

By: _____

By: _____

Scott Clement

Title: Chief Network Officer

Title:

Date: _____

Date: _____

Attachment A

CareOregon 2013 – 2014 PC³ Incentive Payment Model Information



General Information

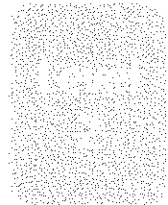
Eligibility

All clinics that are assigned CareOregon members and are certified at any Tier in Oregon PCPCH Program.

Model



- Report monthly on 5 selected measures
- Improve 3% on at least 3 measures
- Receive measures and roster on CO Attributed Members



- Report monthly on 5 selected measures
- Improve 3% on at least 1 measure
- Receive measures and roster on CO Attributed Members

- Report monthly on 3 selected measures
- Receive measures and roster on CO Attributed Members

There are two components to the model:

Report and Improve Clinical and Operational Performance. Clinics will select up to 5 measures from the menu to report on **every month from their data, for their entire population**, for the year. **At least one measure must be a CCO incentive metric.** Measures should be chosen to reflect the needs of the population served and current organizational priorities. Clinics who improve 3 percentage points within 6 months on at least 1 measure will be moved up to Level 2 and clinics who improve on at least 3 measures will be moved up to Level 3. *Note: At launch, all clinics will be Level 1 and will have the opportunity to qualify for a higher level at the second data submission.*

Participate in Patient Attribution Improvement Project. Clinics will also receive reports on the % of their assigned membership that have had contact with the clinic along with rosters of assigned members. If improved, this measure can count towards the count of improved measures.

Measure Menu

In order to support the ongoing work of the CCO, at least 1 measure chosen must be one of the CCO Incentive Metrics that applies to the clinic's patient population.

There is an opportunity to select one of the 5 measures that is outside the list of measures below for practices that have a compelling reason to include them based on patient population and clinic priorities. Practices will be asked to submit documentation on the requested measure, evidence for selected the measure, and specifications that will be used.

Measure #	Measure Description	PCPCH
1	SBIRT screening and intervention/treatment	X
2	Colorectal Cancer Screening	X
3	Screening for Depression and Follow up Plan	
4	Adolescent Well Care Visits	
5	Follow up Care for Children prescribed ADHD medication	
6	Developmental screening	
7	Prenatal care in first trimester	
8	Blood pressure control, HTN pts	X
9	Diabetes: Hemoglobin A1c Poor Control (% A1c > 9.0%)	X
10	% patients with ED visits receiving a follow up call	
11	Adult BMI assessment	
12	Advanced Care Planning among patients 66+	
13	Beta Blocker Persistence Following a Heart Attack	
14	Breast cancer screening	
15	Cervical cancer screening	
16	Childhood BMI assessment & nutrition/exercise counseling	
17	Childhood immunization rate	
18	Cholesterol Management for patients with cardiovascular disease (LDL only)	
19	Chronic pain patient with opiate agreement	
20	Continuity with team	
21	Diabetes: Blood Pressure Management (% BP < 140/90)	
22	Diabetes: Composite – D3 (A1c, BP, LDL) or D4 (A1c, BP, LDL, smoking status) bundle measure	
23	Diabetes: Eye Exam	
24	Diabetes: HbA1c Testing	X

Measure #	Measure Description	PCPCH
25	Diabetes: LDL Management and Control (% LDL < 100)	
26	Diabetes: Nephropathy Testing	
27	Functional Status Assessment among patients 66+	
28	Glaucoma Screening	
29	Heart Failure: Beta Blocker Therapy for Left Ventricular Systolic Dysfunction (LVSD) (see NQF #0083)	
30	Hepatitis C: documented immunity to Hepatitis A and B	
31	Influenza immunization for patients ≥ 50 years old	
32	Ischemic Vascular Disease: Complete Lipid Panel Control (see NQF #0075)	
33	Medication Review among patients 66+	
34	New patients participating in disease management program	
35	Osteoporosis Management in Women who had a fracture	
36	Pain Screening among patients 66+	
37	Patients assigned vs. Seen	
38	Patients in disease management with regular contact	
39	Patients with contact with 7 days of hospital discharge	
40	Planning for end of life care (65+)	
41	Telephone call abandonment rate	
42	Tobacco use & cessation intervention	
43	Use of appropriate asthma meds	
43	Use of High Risk Medications in the Elderly	
44	Other: please describe	

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MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

January 23, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

A Resolution Acknowledging Expenditures in Excess of Appropriations for Fiscal Year 2013 and Describing
Corrective Action in Accordance with ORS 297.466

Purpose/Outcome	Acknowledgement of expenditures in excess of appropriations that occurred in Fiscal Year 2013 and description of the Corrective Action that will be implemented.
Dollar Amount and fiscal Impact	The dollar amount of each over expenditure is reported in the Comprehensive Annual Financial Report (CAFR) as part of the Notes to the Basic Financial Statements.
Funding Source	Varies
Safety Impact	N/A
Duration	Expenditures are reported on annually. Corrective action to be implemented will be permanent.
Previous Board Action/Review	N/A
Contact Person	Christa Bosserman Wolfe, Audit Manager, 503/742-5407
Contract No.	N/A

BACKGROUND:

As part of the annual audit each year, the County's external audit firm reports on compliance with various Oregon statutes. One of these requirements is to report upon compliance with Local Budget Law. Expenditures in excess of authorized appropriations are reported in the CAFR, by category and by fund. Detail of this can be found in the CAFR as part of the Notes to the Basic Financial Statements, as well as in the Auditor's Report on Compliance with Oregon Minimum Standards.

ORS 297.466 requires that the BCC adopt a resolution within 30 days of issuance of the audited CAFR. The resolution is to both acknowledge the overexpenditures and describe the corrective actions implemented. Corrective action is commencing now and will continue into the future on a quarterly schedule each fiscal year.

This Resolution has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board approve this resolution acknowledging expenditures in excess of appropriations for fiscal year 2013 and describing corrective action in accordance with ORS 297.466.

Respectfully submitted,

Marc Gonzales, Finance Director

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The following funds had expenditures in excess of appropriations for the fiscal year ending, June 30, 2013:

General County:

<u>Fund</u>	<u>Amount</u>
General Fund	
County Courier	\$ 31,153

Personnel services were higher than budgeted in Courier and correspondingly lower in Purchasing and Mail due to an adjustment in the allocation of administrative overhead between these operations.

<u>Fund</u>	<u>Amount</u>
County School Fund	
Materials and services	\$ 87,392

More federal forest reserve revenue was received than anticipated and budgeted for. Per the distribution method, these additional funds were sent in June to the Clackamas ESD for use by county schools.

<u>Fund</u>	<u>Amount</u>
Community Solutions Fund	
Capital outlay	\$ 26,503

The Weatherization program bought software, which was appropriately reported in the CAFR as a capital expenditure. Funds for this expenditure were budgeted by the department in the Materials and Services budgetary category, but this was discovered subsequent to the time when a supplemental budget could have been performed.

<u>Fund</u>	<u>Amount</u>
Law Library Fund	
Personal services	\$ 6,907

Personnel services were higher than expected and provided for in the budget, particularly during June 2013.

<u>Fund</u>	<u>Amount</u>
Emergency Management Fund	
Capital outlay	\$ 25,650

Year end transactions came in higher than estimated. These amounts were not known in time to allow the budget to be adjusted. Budget adjustments must occur before June 30th and the year end close occurs July 1st to August 30th.

(Continued on next page)

The following funds had expenditures in excess of appropriations for the fiscal year ending, June 30, 2013:

<u>Fund</u>	<u>Amount</u>
Transient Room Tax Fund	
Materials and services	\$ 14,199
Transfers out	374,069

At the end of the fiscal year, Finance staff discovered that two cash transfers out for the prior year (FY 2011/12) had not been executed. Our auditors were consulted and it was deemed immaterial to the FY11/12 CAFR; no adjustments or corrections of an error were required. We were advised by Moss Adams to record those two missed transfers out in FY12/13 – essentially showing 14 payments in a year instead of the usual 12. Materials and service costs exceed budget. All of this was discovered subsequent to the time when a supplemental budget could have been performed.

<u>Fund</u>	<u>Amount</u>
Justice Court Fund	
Materials and services	\$ 163,864

Final calculations and payments of criminal fine and assessments and distributions to issuing agencies exceeded the amount expected and provided for in the budget.

<u>Fund</u>	<u>Amount</u>
Public Service Building Debt Service Fund	
Debt service	\$. 561

Bonds were refunded to reduce total interest expense to the county. When the budget was amended, the interest line was reduced more than it should have been. The actual bond principal and interest payments were made on time and as required but exceeded the final amount budgeted by \$561.

<u>Fund</u>	<u>Amount</u>
Technology Services Fund	
Personal services	\$ 108,286

Personnel Services expenditures were higher than expected and provided for in the budget, particularly during June.

(Continued on next page)

The following funds had expenditures in excess of appropriations for the fiscal year ending, June 30, 2013:

The following items relate to legally separate Component Units included in the County's June 30, 2013 CAFR:

Estacada Area County Service District for Library Services

<u>Fund</u>	<u>Amount</u>
Estacada Area County Service District for Library Services	
Debt Service Fund	
Miscellaneous	\$ 66

This was inaccurately reported by our audit firm, Moss Adams. Oregon Local Budget Law does not require budgets for a service district when the debt is defeased and property taxes are no longer actively levied. The only financial operations of the district are to collect delinquent property tax revenues until the district is dissolved in fiscal year 2015

Clackamas County Development Agency

<u>Fund</u>	<u>Amount</u>
Government Camp Development Area Fund	
Materials and services	\$ 21,604

Final reimbursements for June were calculated and paid after June 30th. The opportunity to adjust the 2012/13 budget had passed.

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

A Resolution Acknowledging Expenditures in Excess of Appropriations for Fiscal Year 2013 and Describing Corrective Action in Accordance with ORS 297.466



RESOLUTION NO.
Page 1 of 1

WHEREAS, the County's Comprehensive Annual Financial Report for the fiscal year ending June 30, 2013 reports expenditures in excess of appropriations; and

WHEREAS, Oregon Local Budget Law does not allow the expenditure of monies beyond the legal appropriation authority; and

WHEREAS, ORS 297.466(2) requires the County to determine measures considered necessary for corrective action and a period of time estimated to complete them; and

WHEREAS, ORS 297.466(3) requires the Board of County Commissioners to submit an adopted resolution of corrective measures to the Secretary of State's Office within 30 days from the submission of the County's Comprehensive Annual Financial Report to the Secretary of State;

NOW, THEREFORE, BE IT RESOLVED that in order to ensure current and future compliance with Oregon Local Budget Law, all County Departments will perform a quarterly analysis to review and evaluate expenditures incurred to date compared to the total final adopted budget. Any over-expenditure will be further analyzed, discussed with the Department of Finance's Budget Office, and evaluated for further corrective measures.

Dated this 23rd day of January, 2014.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



6

GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

January 23, 2014

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

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution No. _____ Amending Resolution No. 2011-03 for the Intergovernmental Agreement
Regarding the Management of the North Urban Clackamas County Enterprise Zone

Purpose/Outcomes	Enterprise Zone Management Agreement Ratification
Dollar Amount and Fiscal Impact	Staff time
Funding Source	N/A
Safety Impact	N/A
Duration	Length of Zone
Previous Board Action	January 27, 2011 adoption of Resolution 2011-03: Boundary and Name Change to the Milwaukie/North Clackamas Enterprise Zone
Contact Person	Jamie Johnk, Business and Economic Development, 503-742-4413
Contract No.	TBD

BACKGROUND: On January 27, 2011 the Board of County Commissioner adopted Resolution 2011-03 (attached) changing the boundary of the Milwaukie/North Clackamas Enterprise Zone to include the Happy Valley Rock Creek Employment Area and its name to the North Urban Clackamas County Enterprise Zone (the "Zone"). As part of that resolution and staff report, the Board was presented with a proposed intergovernmental agreement (attached) between the City of Milwaukie, the City of Happy Valley, and Clackamas County regarding the administration of the Zone (the "Agreement") after expansion of the boundaries and name change. While the resolution was adopted and the agreement was signed by the board chair, the resolution presented and voted upon by the Board did not expressly authorize entering into the agreement, only the boundary and name change.

In the course of processing an application under the Agreement, staff detected the omission, and is now bringing forward a resolution to the Board to address this ministerial oversight and ensure smooth administration and cooperation with our Agreement partners. No changes are proposed to the Agreement that was presented to the Board in January 2011.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners adopt the attached resolution ratifying the County entering into the Agreement and affirming past actions taken in reliance on the Agreement.

Respectfully submitted,

Gary Barth
Director of Business and Community Services

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

In the Matter of Affirming
an Intergovernmental
Agreement regarding the
Management of the
North Urban Clackamas
County Enterprise Zone



RESOLUTION No. _____

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board") at its regularly scheduled meeting on January 23, 2014.

WHEREAS, the Board, on January 27, 2011 and pursuant to Resolution 2011-03 modified the boundaries and change the name of the North Urban Clackamas County Enterprise Zone ("Zone"); and

WHEREAS, as part of the resolution staff report the Board reviewed a proposed intergovernmental agreement with the Cities of Happy Valley and Milwaukie relating to the management of the revised Zone (the "Agreement"); and

WHEREAS, Resolution 2011-03 did not expressly authorize execution of the Agreement but it was signed by the then-Board chair and has been relied upon by all parties as a valid agreement since January 2011; and

WHEREAS, the Board desires to declare that the Agreement is valid and affirm prior actions taken consistent therewith;

NOW, THEREFORE, IT IS HEREBY RESOLVED that (i) the signature of the then-Board chair on the Agreement is authorized and valid, (ii) no further action beyond this resolution is necessary to give full force and effect to the Agreement, and (iii) all actions taken by the County through its staff, agents or partners in reliance on the Agreement since the date of execution on January 27th, 2011 are hereby ratified and affirmed.

Dated this 23rd day of January, 2014.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

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

In the Matter of a Resolution to
Request a Boundary and Name
Change to the Milwaukie /
North Clackamas County
Enterprise Zone

} 2011 - 03

Whereas, the Board of County Commissioners at this time, and it appearing that in 1997, the County of Clackamas that the City of Milwaukie applied for an enterprise zone, which was designated as the Milwaukie / North Clackamas Enterprise Zone by the director of *Business Oregon* (Oregon Business Development Department) on December 4, 1997 and reauthorized on July 1, 2000; and

Whereas, the designation of an enterprise zone does not grant or imply permission to develop land within the Zone without complying with prevailing zoning, regulatory and permitting processes and restrictions for applicable jurisdictions; nor does it indicate any intent to modify those processes or restrictions, except as otherwise in accordance with comprehensive land use plans; and

Whereas, the Enterprise Zone and the three to five year property tax exemption that it offers for new investments in plant and equipment by eligible business firms are critical elements of local efforts to increase employment opportunities, to raise local incomes, to attract investments by new and existing businesses and to secure and diversify the local economic base; and

Whereas, the Enterprise Zone has provided tax abatements to 15 companies, retained 2,722 jobs, created 628 jobs, and spurred over \$57 million in investment to date; and

Whereas; in order to better describe the enlarged zone and develop a shorter, more descriptive title for the program, the name of the current Milwaukie / North Clackamas County Enterprise Zone is to be known henceforth as the "North Urban Clackamas County Enterprise Zone"; and

Whereas; the City of Happy Valley is not a sponsoring government of the Milwaukie / North Clackamas County Enterprise Zone; this proposed change in the zone boundary includes areas within the jurisdiction of the City of Happy Valley and the city is requesting to join the North Urban Clackamas County Enterprise Zone as a cosponsor; and

Whereas; officials of the City of Milwaukie, the City of Happy Valley and Clackamas County are agreed in requesting a change in the boundary of the North Urban Clackamas County Enterprise Zone that would add the areas indicated in the attached map (Exhibit A) and legal description (Exhibit B) such that the amended Enterprise Zone would be configured according to the attached map and description (Exhibits C and D); and

Whereas; special notification was sent to all affected taxing districts that a public meeting was held in Happy Valley on December 16, 2010, to discuss the program and potential benefits and impacts to them and to hear the response of the citizenry to the proposed change in the enterprise zone requested herein; and

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

In the Matter of a Resolution to
Request a Boundary and Name
Change to the Milwaukie /
North Clackamas County
Enterprise Zone

} 2011 - 03

Whereas; this change in the boundary of the North Urban Clackamas County Enterprise Zone would provide the City of Happy Valley a compelling business recruitment tool to encourage new business investment, job creation, higher incomes for local residents, greater diversity of economic activity; and

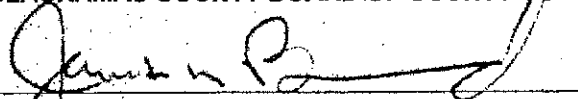
Whereas; other incentives offered by all cosponsors of the North Urban Clackamas County Enterprise Zone include the Urban Strategic Investment Zone and the Rural Strategic Investment Zone that offer a 15 year property tax abatement to traded sector companies investing over \$100 million or \$25 million respectively.


NOW, THEREFORE, BE IT RESOLVED:

1. The County of Clackamas requests a change in the boundary of the Milwaukie / North Clackamas County Enterprise Zone as shown in the attached maps and legal descriptions (Exhibits A and B).
2. The County of Clackamas request that the name of the Milwaukie / North Clackamas County Enterprise Zone be changed to "North Urban Clackamas County Enterprise Zone".
3. The County of Clackamas requests that the City of Happy Valley be added to the North Urban Clackamas County Enterprise Zone as a cosponsor of the zone.
4. Clackamas County Business and Economic Development Department staff, as the local zone manager is hereby authorized to prepare and submit technical memoranda to the *Business Oregon* (Oregon Business Development Department) along with this resolution and other necessary documents, verifying that the requested boundary to the North Urban Clackamas County Enterprise Zone complies with the requirements of ORS 285C115 so that the request herein may be approved by the order of the department's Director.

Dated this 27 day of January 2011.

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS


Chair


Recording Secretary



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GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

January 23, 2014

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

Board of County Commissioners
Clackamas County

Members of the Board:

Clackamas County Tourism & Cultural Affairs Development Grant

Purpose/Outcomes	Clackamas County Pop-Culture Museum Feasibility Study
Dollar Amount and Fiscal Impact	\$5,000 in-kind from Business & Economic Development to manage \$15,000 Development Grant from Tourism & Cultural Affairs
Funding Source	Clackamas County Tourism & Cultural Affairs
Safety Impact	N/A
Duration	June 30, 2014
Previous Board Action	N/A
Contact Person	Jamie Johnk, Business and Economic Development, 503-742-4413
Contract No.	TBD

BACKGROUND:

A Development Grant was available through Clackamas County Tourism & Cultural Affairs. Business & Economic Development has an interest in identifying and promoting opportunities to expand the Creative Class industry sector in Clackamas County and has reached out to several industry leaders, including one of the largest in the state, Dark Horse Comics. A key opportunity that has been identified has been to explore the feasibility of a pop-culture museum in the region to support the growth and promotion of the industry while providing an educational and entertainment element as well. Consideration was given as to whom should be the applicant on the CCTCA funding request; after inquiry it was recommended that Business & Economic Development would serve as the applicant in order to ensure an industry-wide focus with the feasibility study. Clackamas County Business & Economic Development staff will participate on project oversight committee comprised of representatives from the tourism department, trade associations, and industry representatives and leaders (including Dark Horse Comics as a financial contributor to the feasibility study).

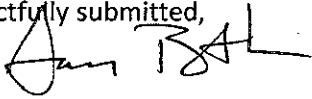
The purpose of Clackamas County Pop-Culture Museum Feasibility Study is to conduct a feasibility study for a *Pop-Culture Museum* to determine whether it is technically and financially feasible in Clackamas County. The Feasibility Study is the first and most critical step in advancing this opportunity for the County and region. The scope of Feasibility Study will include a *Museum Concept Plan* which will describe the proposed museum elements including, but not limited to, the mission and purpose concept statement, interpretive goals, museum components and layout, educational opportunities and partnerships, exhibits and collections. The Study will also include a *Market Analysis* which will assess the market demographics and area potential, complete an industry profile and potential index, identify competitive venues and develop a proposed marketing strategy for the museum. We will also consider *Building Requirements* reviewing museum space requirements and develop a conceptual building plan, cost projections and will estimate future management and operating costs for the museum. A *Funding Analysis* will provide substantiating documentation for supporting the museum project, identify the potential for support, document the internal preparedness of the

project leaders (i.e. Dark Horse), and provide a summary of project conclusions and recommendations. Finally, an *Implementation Plan* will outline the steps needed to implement the plan and a proposed timeline for completion.

RECOMMENDATION:

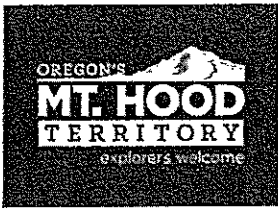
Staff respectfully recommends that the Board of County Commissioners approve acceptance of the Development grant from Tourism & Cultural Affairs for \$15,000.

Respectfully submitted,



Gary Barth
Director of Business and Community Services

For more information on this issue or copies of attachments please contact Catherine Comer at 503-742-4303



CLACKAMAS COUNTY TOURISM & CULTURAL AFFAIRS
Development Grants 2013-14
GRANT AWARD
LETTER OF AGREEMENT

December 12, 2013

COPY

Applicant: Jamie L. Johnk
c/o Clackamas County Business & Economic Development
150 Beaver Creek Road
Oregon City, OR 97045

Project Title: Clackamas County Pop-Culture Museum Feasibility Study
Grant Award: \$ 15,000

Congratulations on the success of your Development Grant application. Your project has been selected for funding by the Clackamas County Tourism Development Council. Clackamas County Tourism & Cultural Affairs looks forward to working with you to help make your project a success.

This Letter represents a mutual agreement between the above-named Applicant's authorized representative and Clackamas County Tourism. Upon receipt of a signed copy of this Letter and an invoice from your organization, CCTCA agrees to release payment in full of the Grant Award amount noted above.

No other Development Grant funds will be available to the applicant in subsequent grant cycles until a final report from this project has been received by CCTCA. Receipt of this signed Agreement indicates applicant's acceptance of terms. It is understood that Grant funds are to be used only for the purpose and project described in the Applicant's grant application. All Grant funds must be expended by June 30, 2014. This Agreement is void if not returned, signed by January 7, 2014.

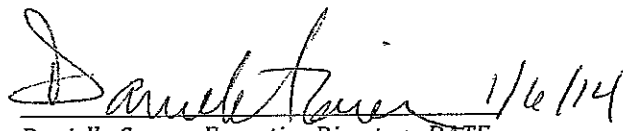
By signing this Letter, Applicant agrees to the following:

1. Delivery of the Pop-Culture Museum Feasibility Study within 30 days after project completion, in email format to jh@mthoodterritory.com. Include an accounting of how budgeted funds were spent and amount of funds that remain unexpended or uncommitted must be included in final reporting. Final reporting must summarize the project and its accomplishments. All publicity -- visual, written and oral -- shall acknowledge this Grant support. Suggested language is: ***"This project is supported in part by a grant from Clackamas County Tourism & Cultural Affairs."***
2. Applicant will indemnify and hold harmless CCTCA and their individual members and staff, from and against any and all claims, suits or actions of any nature which may result or arise from activities of the Applicant, its subcontractors, agents or employees under this Grant.
3. Grant recipient gives permission to Clackamas County Tourism & Cultural Affairs to use images and quotes from application and final report in print and digital media for the purposes of promoting Clackamas County as a vibrant and welcoming destination, with photo credit given to photographer.
4. Inclusion in Feasibility Report of items listed in accompanying email.

Acknowledged and agreed to by:

 1/5/14
Authorized Applicant Signature DATE

GARY BARTH
Printed Name

 1/6/14
Danielle Cowan, Executive Director - DATE

Clackamas County Tourism & Cultural Affairs



GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

January 23, 2014

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

Board of County Commissioners
Clackamas County

Members of the Board:

Oregon Business Development Department Brownfield Redevelopment Fund Grant

Purpose/Outcomes	Strategically Significant Employment Lands Project – Phase II
Dollar Amount and Fiscal Impact	Staff oversight as recipient of grant \$25,000 Brownfield Redevelopment Grant
Funding Source	Oregon Business Development Department
Safety Impact	N/A
Duration	June 30, 2014
Previous Board Action	Entered into Intergovernmental Agreement between Metro and Clackamas County for the Construction Excise Tax Grant to work on the Strategically Significant Employment Lands Project – Phase II
Contact Person	Jamie Johnk, Business and Economic Development, 503-742-4413
Contract No.	TBD

BACKGROUND:

The Clackamas County Board of Commissioners entered into an Intergovernmental Agreement between Metro and Clackamas County for the Construction Excise Tax (CET) Grant which is providing the funding for Phase II of the Strategically Significant Employment Lands Project for which this additional funding supports. The \$25,000 from Oregon Business Development Department's Brownfield Redevelopment Grant is specifically allocated to contract professional services to complete the *environmental review* of up to 15-17 of the identified development sites as part of the development area planning and decision ready designation as outlined in the Strategically Significant Employment Lands Project. The full \$25,000 grant amount will be allocated to professional services for the completion of the environmental review on each of the development sites, which will be an additional enhancement and deliverable to the CET grant scope of work.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve acceptance of the Brownfield Redevelopment Fund Grant.

Respectfully submitted,

Gary Barth
Director of Business and Community Services

**OREGON BUSINESS DEVELOPMENT DEPARTMENT
BROWNFIELDS REDEVELOPMENT FUND
GRANT AGREEMENT**

BETWEEN: State of Oregon, acting by and through its (State)
Oregon Business Development Department
775 Summer Street NE, Suite 200
Salem, OR 97301-1280

AND: Clackamas County (Recipient)
150 Beavercreek Road
Oregon City, OR 97045

DATE OF AWARD: December 12, 2013

PROJECT NUMBER: N14006

**SECTION 1
LEGAL BASIS OF AWARD**

Pursuant to ORS 285A.188(2) and OAR 123-135-0000 through 123-135-0110 ("Program Rules"), State is authorized to enter into a grant agreement and to make an award from the Brownfields Redevelopment Fund ("Fund"). State is willing to make the grant on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

**SECTION 2
GRANT AWARD**

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, State will provide Recipient with a maximum of \$25,000 ("Grant") from the Brownfields Redevelopment Fund for the activities and purposes set forth in Exhibit A (the "Project"). All expenditures of Grant moneys must be in accordance with the Project budget set forth in Exhibit B.

Section 2.02. Disbursement of Grant Moneys. Subject to Sections 2.03, State will disburse the Grant moneys to Recipient on an expense reimbursement basis, within thirty (30) days after State's receipt of a disbursement request on a form provided by State, accompanied by documentation satisfactory to State of the expenses for which reimbursement is requested. The documentation must include invoices and receipts as applicable. Subject to the availability of undisbursed Grant moneys, each disbursement of Grant moneys under this Section 2.02 will be in an amount equal to the total amount of expenses satisfactorily documented in the disbursement request, provided that any reimbursement of travel expenses cannot exceed the State of Oregon approved rates.

Section 2.03. Conditions Precedent to Each Disbursement. State's obligation to disburse Grant moneys to Recipient pursuant to Section 2.02 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

(a) The Oregon Department of Administrative Services has not notified the Business Development Department of an anticipated shortfall in Oregon State Lottery revenues for the biennium in which this Agreement becomes effective or for any biennium thereafter;

(b) Moneys are available in the Brownfields Redevelopment Fund to finance the disbursement;

(c) State has received sufficient appropriations and other expenditure authorizations to allow State, in the reasonable exercise of its administrative discretion, to make the disbursement;

(d) No default as described in Section 6.03 has occurred and is continuing;

(e) Recipient's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.04. Grant Availability Termination. The availability of Grant moneys under this Agreement and State's obligation to disburse Grant moneys pursuant to Section 2.02 ends on the earlier of thirty (30) days after the date the Project is completed or thirty (30) days after the Project completion deadline set forth in Section 5.01 (the "Availability Termination Date"). Recipient will not submit any disbursement requests and State will not disburse any Grant moneys after the Availability Termination Date.

SECTION 3 USES OF GRANT

Section 3.01. Uses of Grant. Recipient's use of the Grant moneys is limited to those activities necessary to complete the Project. Recipient will not use the Grant moneys to retire any debt. Recipient must provide documentation acceptable to the State for all requested expenditures, including, but not limited to the nature of the activity, when it took place, cost details, and applicable receipts and invoices.

SECTION 4 RECIPIENT'S REPRESENTATIONS AND WARRANTIES

Recipient represents and warrants to State as follows:

Section 4.01. Existence and Power. Recipient is a municipality, duly organized and validly existing under the laws of Oregon; and Recipient has full power, authority and legal right to execute and deliver this Agreement and to incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Recipient of this Agreement (a) have been duly authorized by all necessary action of Recipient, (b) do not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Recipient and constitutes the legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms.

Section 4.04. Approvals. No further authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

SECTION 5 RECIPIENT'S AGREEMENTS

Section 5.01. Project Completion. Recipient will complete the Project within twenty-four months from the date of execution of this Agreement.

Section 5.02. Notifications. Recipient will reasonably acknowledge in some public fashion, such as in promotional materials, on its web site and in public statements, that the Project was funded in part with Oregon State Lottery Funds administered by the Oregon Business Development Department.

Section 5.03. Semi-Annual Reports. Recipient shall provide State with semi-annual reports (due July 15 and January 15) on a form provided by State, until the Project is complete. At its sole discretion, State may waive this reporting requirement upon written notice to Recipient.

Section 5.04. Final Report. Within thirty (30) days after the completion of the Project, but no later than thirty (30) days after the date set forth in Section 5.01, Recipient will submit to State a final report on the Project on a form provided by State.

Section 5.05. Books, Inspection. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records at least until three years after the later of the Availability Termination Date or the date that all disputes, if any, arising under this Agreement have been resolved.

Recipient will permit State, the Secretary of State of the State of Oregon, or their duly authorized representatives to inspect its properties, all work done, labor performed and materials furnished in and about the Project, and to review and make excerpts, transcripts, and copies of its books of account and records with respect to the receipt and disbursement of funds received from State. The authorized representatives will have access to these books of account and records for as long as those books of account and records are required to be maintained by Recipient pursuant to this Section 5.05; provided that if such records are kept for a longer period, the authorized representatives shall have access to these records for as long as they are kept by Recipient.

Section 5.06. Compliance with Laws. Recipient will comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings. Applicable laws and rules include, but are not limited to: Workers' Compensation laws (ORS Chapter 656); Wages, Hours and Records Laws (ORS Chapter 652); Conditions of Employment Laws (ORS Chapter 643); and Unemployment Insurance (ORS Chapter 657).

Section 5.07. Responsibility for Taxes. Recipient will be responsible for all taxes, if any, arising from or related to Recipient's receipt of the Grant. State will not withhold from the disbursements made to Recipient hereunder, any amounts to cover Recipient's tax liability.

Section 5.08. Minority, Women & Emerging Small Business. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for available contracts to emerging small businesses..." The Oregon Business Development Department encourages Recipient in any contracting activities to follow good faith efforts in ORS 200.045, which may be accessed at <http://www.leg.state.or.us/ors/200.html>. Additional resources are provided by the Governor's Advocate for Minority, Women & Emerging Small Business at <http://egov.oregon.gov/Gov/MWESB/index.shtml>. Also, the Office of Minority, Women, and Emerging Small Business at the Department of Consumer and Business Services maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <http://imd10.cbs.state.or.us/ex/dir/omwesb/>.

Section 5.09. Economic Benefit Data. State may request that Recipient submit specific requested data on the economic development benefits of the Project, from the date hereof until six (6) years after the Project completion date. Upon such request by State, Recipient will, at Recipient's expense, prepare and file the requested data within the time specified in the request. Data must include specific requested information such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the success and economic impact of the Project.

SECTION 6
TERMINATION AND DEFAULT; REMEDIES

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination by State. State may terminate this Agreement effective upon written notice to Recipient, or at such later date as may be established by State in such notice, under any of the following circumstances: (a) the Oregon Department of Administrative Services notifies State of an anticipated shortfall in Oregon State Lottery revenues, (b) State fails to receive sufficient appropriations or other expenditure authorizations to allow State, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (c) there are not sufficient funds in the Fund to permit State to continue making payments under this Agreement, (d) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (e) in accordance with Section 6.04.

Section 6.03. Default. Recipient will be in default under this Agreement upon the occurrence of any of the following events:

(a) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; or

(b) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by State to measure progress on the Project, the expenditure of Grant moneys or the performance by Recipient is untrue in any material respect when made

Section 6.04. Remedies Upon Default. If Recipient's default is not cured within thirty (30) days of written notice thereof to Recipient from State or such longer period as State may authorize in its sole discretion, State may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant amount, payment of interest earned on the Grant amount, and declaration of ineligibility for the receipt of future Fund awards. If, as a result of Recipient's default, State demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient will pay the amount upon State's demand. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

SECTION 7
MISCELLANEOUS

Section 7.01. No Implied Waiver. No failure or delay on the part of State to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

Section 7.02. Choice of Law; Designation of Forum; Federal Forum.

(a) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(b) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each

party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(c) Notwithstanding Section 7.02(b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any required or permitted notice will be given in writing by personal delivery, facsimile, or by mail, postage prepaid, to Recipient or State at the address or number on page 1 of this Agreement, or to such other addresses or numbers as either party may subsequently indicate pursuant to this Section 7.03. Any notice so addressed and mailed will be deemed to be given five (5) days after mailing. Any notice delivered by facsimile will be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any notice by personal delivery will be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

Section 7.05. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.

Section 7.06. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of State, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of State, which consent will not be unreasonably withheld in the event the Recipient wishes to assign its rights or obligations hereunder to the Recipient's Urban Renewal Agency.

Section 7.07. Indemnity. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Recipient will defend (subject to ORS chapter 180), save, hold harmless and indemnify the State of Oregon, the Oregon Business Development Department and their officers, agents, employees, and members from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from or arising out of, or relating to the activities of Recipient or its officers, employees, contractors, or agents under this Agreement.

Section 7.08. Titles and Subtitles. The titles in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

Section 7.09. Counterparts. This Agreement may be executed in more than one counterpart, which, taken together, will constitute one and the same instrument, and either party may execute this Agreement by signing any such counterpart.

Section 7.10. No Third Party Beneficiaries. State and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

Section 7.11. Entire Agreement. This Agreement (including any attachments hereto which are by this reference incorporated herein) constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Any waiver or consent, if made, will be effective only if in writing signed by the party against whom such waiver or consent is sought to be enforced and is effective only in the specific instance and for the specific purpose given.

Section 7.12. Survival. All provisions of this Agreement set forth in the following sections and any that by their terms are intended to survive shall survive termination of this Agreement: Section 3.02. Unexpended Grant Moneys; Section 5.05. Books; Inspection; Section 5.10. Special Conditions; Section 6.04. Remedies Upon Default; Section 7.07. Indemnity; and this Section 7.12.

Section 7.13. Time is of the Essence. Recipient agrees that time is of the essence under this Agreement.

Section 7.14. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to the State by its attorneys.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signature and approved as required by applicable laws. The Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its Business
Development Department

CLACKAMAS COUNTY

By: _____
Karen Wilde Goddin, Managing Director
Business, Innovation and Trade Division

By: 
Gary Barth, Director
Business and Community Services

Date: _____ Date: 1/2/14

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

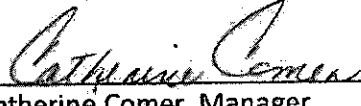



Exhibit A: Project Description and Special Conditions

Exhibit B: Project Budget

EXHIBIT A
PROJECT DESCRIPTION AND SPECIAL CONDITIONS

Recipient will include, as part of its Development Area Plan of selected development sites in Clackamas County, baseline environmental assessments on up to 17 of the identified industrial sites utilizing easily attainable existing data. This activity will be part of Phase Two of the Strategically Significant Employment Lands Project which is intended to identify available employment lands that will provide competitiveness and prosperity in communities and cities throughout Clackamas County.

Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards

Clackamas County		Project Number N14006	
Signatures of Delegated Authorized Individuals to Request Payments (Two signatures are required to request disbursement of funds)			
Typed Name, Title and Signature		Typed Name, Title and Signature	
(1) a  Catherine Comer, Manager	(1) b  Jamie L. Johnk, Coordinator/Project Manager	Additional Signatures (if desired)	
Typed Name, Title and Signature		Typed Name, Title and Signature	
(1) c  Teresa Sears, Administrative Assistant	(1) d _____	I certify that the signatures above are of the individuals authorized to draw funds for the cited project.	
(2)  Gary Barth, Director Business & Community Services	(3) _____ Date and Signature of Manager	Approved: Oregon Business Development Department	

Preparation of the Authorized Signature Card Form: If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

Item # Explanation

- (1) a-d Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: **Two** signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)
- (2) Enter the date, typed name, title and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here **must not be listed in Item (1) a through d.**
- (3) Leave blank—Oregon Business Development Department will sign here.

Complete one form and return it to: Oregon Business Development Department
775 Summer Street NE, Suite 200
Salem, OR 97301-1280

DEPOSIT OPTION NOTIFICATION
Complete and return this form to
Oregon Business Development Department
775 Summer Street NE, Suite 200, Salem, Oregon 97301-1280

<u>Clackamas County</u>	<u>93-6002286</u>
Recipient	Federal Tax ID Number
<u>Strategically Significant Employment Lands Planning Project</u>	<u>N14006</u>
Project Name	Project Number

I (we), the undersigned do hereby authorize the Oregon Business Development Department to: (Choose Method I or II below)

Method I - Electronic Funds Transfer (EFT)

Private Sector or Government Entities

- Use New EFT Account:** A Direct Deposit Form (SFMS ACH-1) completed by Financial Institution Representative has been forwarded to the Oregon Department of Administrative Services authorizing the Oregon State Treasury to deposit funds into the designated financial account by way of the Automated Clearing House Services (ACH) of the Federal Reserve Banking System.

Requires an SFMS ACH-1 form to be marked CONFIDENTIAL and mailed to:

*Oregon Department of Administrative Services
SFMS Operations / ACH Coordinator
155 Cottage Street NE U60
Salem, OR 97301-3970*

Get the form here: http://www.oregon.gov/DAS/SCD/SFMS/docs/forms/ACH_enrollment_form.pdf

- Use Existing EFT Account:** An account has already been set up for EFT deposits as required above.

Method II - Local Government Investment Pool (LGIP)

Government Entities Only

- Transfer funds to the Oregon State Treasury Local Government Investment Pool by electronic or other means.

The Oregon State Treasury is authorized to accept and deposit said funds into Local Government Investment Pool Account Number _____.

This authorization will override any previous authorization and will remain in effect until the Oregon Economic and Community Development Department has received written notification of its termination.

Type or Print Name(s) _____

Signature(s) _____

Title(s) _____

Date _____ Telephone Number _____ Fax Number _____