

AGENDA

Thursday, September 10, 2015 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2015-91

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. 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 meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

II. PUBLIC HEARINGS *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the department or 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. Request For An Exemption And Authorization To Use The Request For Proposals Method for the Membrane Roofing System and HVAC Replacement at the Clackamas County Jail Facility Project (Lane Miller, Purchasing Manager)

III. 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 Work Sessions. 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 Construction Agreement between the Department of Health, Housing and Human Services and Par-Tech Construction for the West Linn Senior Center Expansion Project – *Housing & Community Development*
2. Approval of an Intergovernmental Agreement with the Multnomah County Department of Community Justice – Safety First for the Home Visitation Program – *Children, Youth & Families*
3. Approval of a Revenue Intergovernmental Agreement with Mid-Columbia Center for Living for cost reimbursement from the upgrade and implementation of the Measures and Outcomes Tracking System (MOTS) module for the Cerner electronic health record software – *Health Centers*

4. Approval for a Revenue Agreement with CareOregon for the Behavioral Health Clinics integration to the EPIC Electronic Health Record (HER) System – *Health Centers*
5. Approval of a Revenue Single Case Provider Agreement with Managed health Network, Inc. (MHN) to provide primary and behavioral health services to an assigned member at the Clackamas County Health Center Division Clinics – *Health Centers*

B. Department of Transportation & Development

1. Approval of Addendum to Intergovernmental Agreement 2011-4793 with the City of Canby for Grading, Building Inspection, Plan Review and Permitting Services - *DTD*

C. Elected Officials

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

D. Department of Emergency Management

1. Approval of FY2014 Emergency Management Performance Grant Amendment #1 between Clackamas County and the State of Oregon - *EOC*

E. Juvenile

1. Approval of Intergovernmental Agreement between City of Oregon City and Clackamas County for Oregon City Enhancement Grant Funds- *Juvenile*

F. Business & Community Services

1. Board Order No. _____ Approving the Clackamas County Public Oral Auction to Disperse Tax Foreclosed and Surplus Properties October 21, 2015 and the Government Distribution to Clackamas County DTD Road Maintenance

IV. DEVELOPMENT AGENCY

1. Approval of the First Amendment to the Disposition & Development Agreement with A4RK, LLC

V. WATER ENVIRONMENT SERVICES

(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)

1. Approval of Intergovernmental Agreement Between Clackamas County Service District No. 1 and Clackamas County for Work on the Tolbert Street – SE 82nd Drive to SE Minuteman Way Project
2. Approval of Intergovernmental Agreement Amendment between Clackamas County Service District No. 1 and Surface Water Management Agency of Clackamas County, and the Regional Coalition for Clean Rivers and Streams to Provide Community Education about Reducing Impacts of Polluted Storm Runoff

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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. www.clackamas.us/bcc/business.html



LANE MILLER
MANAGER

PURCHASING DIVISION

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

September 10, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

**Request For An Exemption And Authorization To Use The Request For Proposals Method
for the Membrane Roofing System and HVAC Replacement at the
Clackamas County Jail Facility Project.**

In order to use the Request for Proposals method to solicit for Public Improvement projects the Board of County Commissioners must approve, acting as the Local Contract Review Board, Findings of Fact that justify the granting of an exemption from the requirement of public contract rules and regulations which require competitively bidding the project.

The Local Contract Review Board Rule C049-0620 and ORS 279C.335 require the following process for exemptions of this nature.

Before final adoption of the findings exempting a contract for a public improvement from the requirement of competitive bidding, a public agency shall hold a public hearing. Notification of the public hearing shall be published in at least one trade newspaper of general statewide circulation a minimum of 14 days prior to the hearing.

The notice shall state that the public hearing is for the purpose of taking comments on the agency's draft findings for an exemption from the competitive bidding requirement. At the time of the notice, copies of the draft findings shall be made available to the public. At the option of the public agency the notice may describe the process by which the findings are finally adopted and may indicate the opportunity for public comment.

At the public hearing the agency shall offer an opportunity for any interested party to appear and present comment.

To meet these requirements this draft of the finding is being presented to the Board for the exemption from the competitive bidding requirement.

The Purchasing Manager caused an advertisement to be placed in the Daily Journal of Commerce on **August 26, 2015** notifying interested parties of the draft findings. The advertisement states that the draft findings are available at the Office of the Purchasing Manager and that a Public Hearing will be held on **September 10, 2015**. This meeting will be the last opportunity for receiving comments. If no comments are received that result in a revision of the draft findings the Board of Commissioners may, at its discretion, adopt these draft findings as the final findings for the exemption at the public hearing.

PROPOSED FINDINGS:

A. Nature of the Project:

The County has desired to replace the roofing material on the County Jail for over two years. The roof replacement, along with replacement of multiple rooftop HVAC units arrayed over the jail area, was funded in the 2013-14 Fiscal Year budget. The project specifications were developed by the County Sheriff's in-house jail maintenance staff and Facilities Management. These specifications were provided to the Purchasing Division in July 2014, and the project was advertised as a traditional design bid build project to the bidding community in July, 2014.

The bid opening was held in December, 2014. Four responsible bids were received. Subsequently it was determined that the estimate was not equal to the lowest bid and the project budget was amended in the County's Capital Improvements Fund. This provided for an adequate contingency based on the low bid of \$1.034 million.

Award recommendation to contract with Hydro-Temp Mechanical Inc. and the subsequent contract was processed and submitted to the BCC for approval in March 2015 business meeting. Notice to proceed was issued to the Contractor in March 2015.

In June 2015 a letter from Hydro-Temp questioned whether the underlying existing roof would structurally withstand a mechanical fastening of new roofing material. The letter requested an increase in the contract of \$93,432, and stated that if the increase was not approved the contractor suggested that the contract be terminated with no financial impact to either party.

This information served to highlight the unique nature of the facility due to the fact that the structure was built in multiple phases over a period of 50 years. Additionally, the need to reevaluate the project to allow for a solicitation process that considers the contractors approach, qualification, experience and references to seamlessly coordinate the multiple facets of the work thereby accelerating project completion and minimizing disruptions to the ongoing operations.

On June 25, 2015 a team including County Counsel Stephen Madkour, Chief Deputy Sheriff Kevin Layng, Marc Gonzales, Finance Director, Jeff Jorgensen, Facilities Manager and Lane Miller, Purchasing Manager discussed the situation.

Through a comprehensive conversation the group concluded that because of the complex nature of the work, the unique and complicated structure of the Jail facility, and the need to complete the project in a timely manner at the Jail, it would be in the best interest of all parties to terminate the contract and issue a Request for Proposals for the project.

The Request for Proposal process will allow the County to consider elements in addition to cost of the project to determine the most advantageous offer. These elements will include qualifications, experience with similar projects, project understanding and approach including a detailed project schedule, construction methods and sequencing and references. Each of these elements will be assigned a weighted value to be assigned to the proposals by an evaluation committee to determine the highest rated proposer.

B. Estimated Cost of the Project:

The current budget for the project is \$1,000,000 for construction services.

C. Narrative Description of Anticipated Cost Savings from Exemption to use the Request for Proposals for the Membrane Roofing System and HVAC Replacement at the Clackamas County Jail Facility Project.

A number of factors make this project unique and present an opportunity for cost savings from the use of the Request for Proposal process

1. This project is complex owing to the continuing operation of the facility during the project.
2. The selection of construction methods and sequencing will benefit significantly by involving a single contracting entity both the membrane roofing and the HVAC portions of the work.
3. The experience of the proposed contractors can be evaluated as a part of the selection process, thereby minimizing the chance of change orders which raise the cost of the project.
4. Project costs may be lower because of the close working relationship between the County and contractor. This may lead to incorporation of more economical design features and the application of cost-saving construction methods.
5. The County's administrative burden and time for completion for the project is reduced by conducting one solicitation for the project, as opposed to conducting multiple solicitations for the roofing and HVAC projects. Establishing a single source of responsibility construction in accordance with a performance-based specification helps ensure the County that the facility will perform as specified.

D. Proposed Alternative Contracting and Purchasing Practices:

1. The County desires to select the vendor using the following competitive process:
 - a. Publicly advertise a Request for Proposal to contractors.
 - b. The contractor will be selected through an evaluation process that will consider the project understanding and approach, qualifications, construction team experience, references and the price proposal.

Project Understanding and Approach

- A brief understanding of the project.
- A positive commitment to complete the project within the time period specified and under the terms of the RFP.

- Assist with the administrative coordination, scheduling, as per specifications provided in the RFP. The specifications outline the performance requirements.
- Provide a critical timeline schedule for completion of the project.

Qualifications

- Provide a brief description of the firm's history and its capabilities.
- Provide the status of current work within the firm, in time and magnitude.
- Provide Bonding Capacities for:
 - a. Public Works Bond
 - b. Performance Bond
 - c. Payment Bond
- Provide insurances limits for general liability, additional commercial general, automotive, pollution and worker compensation.
- Construction Contractors Board registration and classification of license

Experience

- Detail the firms experience in with similar to the proposed project.
- Provide a discussion of the Key Personnel
 - Supervisor to employee ratio
 - Crew size
 - In-house capacity
 - Expected sub-contractors

References

The Contractor must provide a list of references that are similar in size and scope of the services, where the Contractor or its subcontractors have provided the requested design and construction services. The reference list shall include the agency name, address, telephone number and contact name. A survey of these references may be made to determine the success and satisfaction with the vendor's service. Each reference contacted will be asked the same questions regarding products and services, including but not limited to;

- quality of products
- delivery
- responsiveness to reported problems, including maintenance and billing
- how well the contractor met the terms of the contract
- whether the reference would choose to use the services of the contractor again

Financial

- Provide a lump sum cost of the completed project.

- c. The submitted proposals will be reviewed and scored by the Selection Committee. Points will be awarded based on the relative merit of the information provided in response to the solicitation. The highest rated response in each area will be given the highest number of points available. The County may ask proposers to make oral presentations to discuss and clarify the submitted proposal.

- d. The Selection Committee will provide a recommendation to the Board of Commissioners for their consideration.

E. Statutory Tests

1. Background:

ORS 279C.335 requires that the Local Contract Review Board make certain findings as a part of authorizing the use of an Alternative Contracting Method. Clackamas County desires to use a Request for Proposals solicitation method to select a contractor for this project. The Clackamas County Request for Proposals approach has been designed to fully comply with the tests of Oregon Public Contracts Statute ORS 279C.335 for alternative contracting methods:

- a. It is unlikely that the exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts; and,

- b. The awarding of public improvement contract under the exemption will result in a substantial cost savings to the contracting agency or the public.

2. Test:

a. Maximizing Competition:

The County will employ a competitive Request for Proposals process for selecting the vendor, where the cost of project (along with other factors) is one element of the selection criteria.

b. Minimizing Favoritism:

The Request for Proposals will be publicly advertised in the trade publication of greatest circulation in the area.

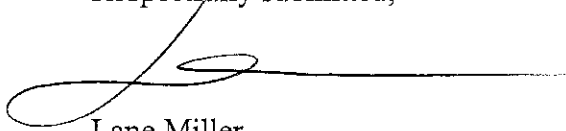
c. **Substantial Cost Savings:**

It is anticipated that the process of evaluating potential contractors experience with similar projects and soliciting cost proposals from those contractors will minimize the County's exposure to changes in cost.

Additionally, the RFP process provides that the contract will be awarded as soon as practicable to the responsible proposer whose proposal is determined to be the most advantageous to the County which will maximize cost savings. The project will be able to be completed more rapidly thereby minimizing the impact to the Jail operations.

RECOMMENDATION: Staff respectfully recommends that the Board, acting as the Local Contract Review Board, considers the comments received from the public on the proposed findings and direct staff to revise the findings, if necessary. If no revisions are to be made, staff recommends that the Board adopt the findings and grant the requested exemption.

Respectfully submitted,



Lane Miller,
Purchasing Manager

As set forth above, the Board of County Commissioners, acting as the Local Contract Review Board, by their signature below approves the Findings and Exemption.

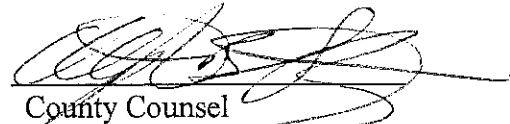
CLACKAMAS COUNTY BOARD OF
COUNTY COMMISSIONERS by

Chair

Recording Secretary

Date

APPROVED AS TO FORM



County Counsel

25 August 2015
Date

September 10, 2014

Board of County Commissioners
 Clackamas County, Oregon

Members of the Board:

Approval of a Construction Agreement between
 the Department of Health, Housing and Human Services and Par-Tech Construction
for the West Linn Senior Center Expansion Project

Purpose/Outcomes	Construction of a 3,700 square foot addition to the West Linn Adult Community Center to provide additional meeting space, a new class room and a new multipurpose room.
Dollar Amount and Fiscal Impact	City of West Linn.....\$ 553,932 CDBG Funds (grant)...\$ 240,000 Total Project Budget:...\$ 793,932
Funding Source	City of West Linn and CDBG Funds- no County General Funds are involved.
Safety Impact	Improved building capacity and safety – public safety
Duration	Effective when signed and terminates one year after project is completed.
Previous Board Action	The West Linn Senior Center Expansion Project was included in the list of 2014 CDBG projects that were approved by the Board of County Commissioners on May 1, 2014 - agenda item 050114-A1 The Intergovernmental Agreement with the City of West Linn was approved on July 10, 2015.
Contact Person	Chuck Robbins, Director – Community Development Division – 650-5666
Contract No.	H3S # 7383

Background

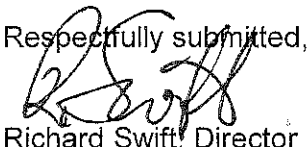
The Housing and Community Development Division of the Health, Housing & Human Services Department request the approval of a construction agreement with Par-Tech Construction for the West Linn Senior Center Expansion Project. Par-Tech Construction was the selected qualified responsive bidder at the August 5th bid opening:

Ranking:	Company Name:	Bid Amount:
1 st	Par-Tech Const.	\$ 793,932
2 nd	2KG Contractors, Inc	\$ 802,000
3 rd	Andy Medcalf Const	\$ 956,529
4 th	Cedar Mill Const	\$ 999,500
5 th	Corp Inc.	\$1,020,000

RECOMMENDATION:

Staff recommends that the Board approve of this construction agreement and authorize Rich Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director

STANDARD FORM OF AGREEMENT FOR CONSTRUCTION WORK
BETWEEN OWNER AND CONTRACTOR

OWNER:

Clackamas County
Community Development Division
2051 Kaen Road, Suite 245
Oregon City, OR 97045

CONTRACTOR:

Par-Tech Construction, Inc.
13783 S. Forsythe Road
Oregon City, Oregon 97045

Project Architect: Bob Schatz, ALLUSA Architecture

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 7.

ARTICLE 2: STATEMENT OF WORK

The Contractor shall furnish all labor, material, equipment and services needed to complete all work as specified or indicated in the Contract Documents. The **WEST LINN SENIOR CENTER EXPANSION** project consists of includes construction of a 3,700 square foot addition to the West Linn Adult Community Center to provide additional meeting space, a new class room and a new multipurpose room.

The project site is located at: 1180 Rosemont Road, West Linn OR 97068.

ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date of the Notice to Proceed which will be issued by the Owner.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than 120 days of construction once construction contract is executed between Owner and General.

3.3 The Parties agree that the following provision for liquidated damages for the Contractor's failure to achieve substantial completion within the Contract Time is a genuine pre-estimate of injury the Owner will sustain and is not in the nature of a penalty. The Contractor's failure to achieve substantial completion within the Contract Time will cause harm to the Owner that is presently very difficult of accurate estimation, as it will cause public inconvenience. The Parties agree that a reasonable forecast of the just compensation for the harm that will be caused by such a breach is **Two Hundred and Fifty Dollars (\$250)** per day and fix that amount as agreed damages for the Contractor's failure to achieve substantial completion within the Contract Time.

3.4 The Contractor will be held to the timeline of the project, once the project begins. Unforeseen conditions that may cause a delay will be reviewed and determined by the Owner and the Architect. Additional work days may be granted to the Contractor.

ARTICLE 4: CONTRACT PRICE

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Price of Seven Hundred Ninety Three Thousand, Nine Hundred Thirty Two dollars (\$793,932.00_), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Price includes the Base Bid as described in the Contract Documents and is hereby accepted by the Owner.

4.3 Unit prices are as follows: (insert unit prices if any)

ARTICLE 5: PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Price to the Contractor as provided in the Contract Documents for the period ending the last day of the month. Progress payments shall be made to the Contractor on or before the 30th of each month provided that an application for payment is approved by the Architect and received by the Owner at least 21 days before the date the Progress Payment is due. For all payment requests the Contractor shall submit to the Architect an itemized application for Payment, notarized and supported by data substantiating the Contractor's right to payment. Payment shall be made on Work completed and on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site.

5.2 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Price among the various portions of the Work and be prepared in such form

and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.3 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The only Application and Certificate for Payment shall be submitted to the Architect using AIA G702 Form(s) throughout the project.

5.4 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.4.1 Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 10.1.6 of the General Conditions even though the Contract Price has not yet been adjusted by Change Order:

5.4.2 Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%):

5.4.3 Subtract the aggregate of previous payments made by the Owner: and

5.4.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 13.5 of the General Conditions.

5.5 Final payment, constituting the entire unpaid balance of the Contract Price, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment.

5.6 Release of Retainage, The final release of all Construction Contract funds held by OWNER. Authorization must be also approved by the Architect. These funds can be; Change Orders, Final payments, retainage held to be released by OWNER.

ARTICLE 6: TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

6.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 7: ENUMERATION OF CONTRACT DOCUMENTS

7.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

Section	Title/Document	Pages
II.1	Agreement/Document D3	9
II.3	Other Bonds/ Additional Insurance:	
	Performance Bond	2
	Labor & Material Payment Bond	2
	Commercial General Liability (CG 32 61 10 05)	1
	Public Works Bond (Instructions with Form)	2
II.4	General Conditions/Document D4	30
II.5	Supplementary Conditions:	
	State of Oregon (BOLI) ORS.279C.800 through 279C.870	16
	State of Oregon (BOLI) Wage Rates Determination: July 1, 2015	21
	Payroll Statement Form WH-38 "example"	2
II.6	Specifications: Prepared and Provided by ALLUSA Architecture Titled " WEST LINN ADULT COMMUNITY CENTER"	
II.7	Drawings: Prepared and Provided by ALLUSA Architecture Titled "WEST LINN ADULT COMMUNITY CENTER "	
II.8	Addenda number 1 and revised drawings	8

**ARTICLE 8: STATE OF OREGON, BUREAU OF LABOR & INDUSTRY (BOLI)
PREVAILING WAGE RATES**

Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor, or other person(s) doing or contracting for the whole or any part of the work on this contract, shall be paid not less than State of Oregon, Bureau of Labor and Industry (a.k.a. BOLI) prevailing wage rate for the duration of the project as referenced in ORS 279C.800 through ORS 279C.870. Moreover, any individual working under BOLI provisions, if working in two job classifications shall to be paid based on each job classifications he or she worked, which is in effect for this contract.

ARTICLE 9: INDEMNITY – INSURANCE - BONDS

9.1 Indemnity. The CONTRACTOR agrees to indemnify, save harmless and defend the OWNER, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees.

9.1.1 Indemnity with transference of project (i.e. rehabilitation, new facility or remodel) once completion of all bid items, scope of work, punch-list, unresolved issues, change orders, and release of retainage funds have been released to the CONTRACTOR, the project is thereafter the responsibility of the property OWNER. Property OWNER means the original owner before the project work began. The County is no longer the OWNER (as applicable).

9.2 Insurance.

9.2.1. As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration. The CONTRACTOR agrees to furnish the OWNER evidence of commercial general liability insurance in the amount of not less than \$4,000,000 combined single limit per occurrence/\$5,000,000 general annual aggregate for personal injury and property damage for the protection of the OWNER, 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 in any way related to this contract. The general aggregate shall apply separately to this project/location. The OWNER, at its option, may require a complete copy of the above policy.

9.2.2. If the CONTRACTOR has assistance of other persons in the performance of this contract, the CONTRACTOR, if it is a subject employer, agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. CONTRACTORS shall maintain

employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

9.2.3. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this contract.

9.2.4. The CONTRACTOR agrees to furnish the OWNER evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the OWNER, its officers, commissioners and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The OWNER, at its option, may require a complete copy of the above policy.

9.2.5. The certificate of insurance, other than the pollution liability insurance shall include the OWNER as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32 61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the OWNER as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the OWNER 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 OWNER under this insurance. This policy(s) shall be primary insurance as respects to the OWNER. Any insurance or self insurance maintained by the OWNER shall be excess and shall not contribute to it.

9.2.6. The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the OWNER. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention / deductible amount shall be submitted to the OWNER for review and approval.

9.3 Bonds. The CONTRACTOR agrees to furnish to the OWNER bonds covering the performance of the contract and the payment of obligations each in the amount equal to the full amount of the contract as amended. Upon the request of any person or entity appearing to be a

potential beneficiary of the bonds covering payment of obligations arising in the contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made. The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the OWNER. The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the COUNTY as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

9.3.1. The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830

ARTICLE 10: DESCRIPTION OF CONTRACTOR

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

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

10.1.2. This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).

10.1.3. The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

ARTICLE 11: MISCELLANEOUS

11.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

11.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are

due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 12: 1 YEAR WARRANTY PERIOD

12.1 The 1 year warranty period begins when OWNER has received all required close-out paperwork Affidavits: Consent to Surety, Payment of Debts and Claims, Release of Liens, as well as CONTRACTOR's and SubCONTRACTOR's Payroll Forms, and the Release of Retainage has been give to the CONTRACTOR for the Project. The CONTRACTOR warrants to the Owner and Architect that materials and equipment furnished, installation of all components of the Scope of Work will be good quality no less than 1 full calendar year (i.e. 365 days, consecutively). The start and ending dates will be determined by the OWNER and Architect.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ARCHITECT on their behalf.

STANDARD FORM OF AGREEMENT FOR CONSTRUCTION PROJECT
Project Title: **WEST LINN SENIOR CENTER EXPANSION**
Project Number: **53374**

This Agreement between Owner and Contractor is entered into as of the date it is signed by the Owner.

CONTRACTOR

OWNER


Par-Tech Construction

Roger Parsons, President
Par-Tech Construction
13783 Forsythe Road
Oregon City, Oregon 97045

Clackamas County, Oregon

Chair, John Ludlow
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Shrader
Commissioner Tootie Smith

Signing on Behalf of the Board

By: 

Roger Parsons, President

By: _____
Richard Swift, Director of
Health, Housing and Human Services

8-27-15

Date Signed

Date Signed

93-1187255

Contractor's Federal Tax Identification No.
or Social Security No. (if individual)

109451

Oregon Commercial Contractor's
Board No.

September 10, 2015

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the Multnomah County
 Department of Community Justice – Safety First for the Home Visitation Program

Purpose/Outcomes	Supervised parenting time for Clackamas County families experiencing domestic violence
Dollar Amount and Fiscal Impact	Not to exceed \$4,798 County General Fund – Domestic Violence Initiative
Funding Source	County General Fund – DV Initiative
Safety Impact	N/A
Duration	Effective July 1, 2015 to September 30, 2015
Previous Board Action	N/A
Contact Person	Korene Mather 503-650-5683
Contract No.	7370

BACKGROUND:

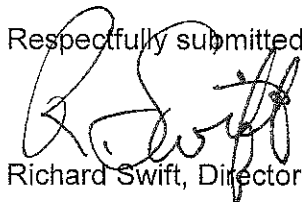
The Children, Youth and Families Division (CYF) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with Multnomah County – Department of Community Justice for Safety First programming, which has operated since 2012 and provides safe and supervised visits for families experiencing domestic violence (DV). Services to be provided under this contract include on-call parenting time facilitators to serve Clackamas County families.

The agreement is funded with DV Initiative – General Fund for the federal fiscal year 2014-2015. This contract is in the format approved by County Counsel as part of the H3S contract standardization project. Boilerplate language has not been altered. It is effective as of July 1, 2015 and will terminate September 30, 2015. Signed Contract was just received back from Multnomah County.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director

(FY15-16) INTERGOVERNMENTAL
AGREEMENT BETWEEN
CLACKAMAS COUNTY – Children, Youth & Families, OREGON
AND
Multnomah County – Department of Community Justice – Safety
First

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and Multnomah County – Department of Community Justice – Safety First (AGENCY) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for a cooperative working relationship for the purpose of providing supervised parenting time visitation to families experiencing domestic violence in a safe and secure environment.

II. Scope of Work and Cooperation

- A. AGENCY agrees to employ on-call temporary staffing to provide safe and supervised parenting time visits to Clackamas County families experiencing domestic violence at the Gateway Children's Center and Washington County Community Corrections Victims and Counseling Services, sited in the Washington County Courthouse. Safety First accepts all referrals that meet program eligibility requirements on a first come, first served basis. Clackamas County slots are designated according to the percentage of Clackamas County's population in the Tri-County area. Clackamas County parents access Safety First services via self-referral, orders of the Court, or referral by domestic violence service agencies.

- B. The COUNTY agrees to provide technical assistance to AGENCY relating to contract performance and reimbursement for services rendered.

III. Compensation

The COUNTY agrees to pay AGENCY an amount not to exceed **\$4,798** from July 1, 2015 to September 30, 2015 for the services outlined in Section II.A.

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.

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

Bryant Scott
Clackamas County Children, Youth & Families Division
503-650-5675
bscott@clackamas.us

IV. Liaison Responsibility

Judith Moyer will act as liaison from the AGENCY for this project. Korene Mather will act as liaison from the COUNTY

INTERGOVERNMENTAL AGREEMENT

V. Special Requirements

- A. The COUNTY and AGENCY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. 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 the AGENCY or the AGENCY's employees, subject, where applicable, to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

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

1. Commercial General Liability Insurance

Required by COUNTY Not required by COUNTY

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

2. Commercial Automobile Insurance

Required by COUNTY Not required by COUNTY

AGENCY 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

INTERGOVERNMENTAL AGREEMENT

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

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

5. Notice of Cancellation.

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

6. Insurance Carrier Rating.

Coverages provided by the AGENCY must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

7. Certificates of Insurance.

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

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.

INTERGOVERNMENTAL AGREEMENT

- C. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- D. **Access to Records.** The 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 the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- E. This agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

VI. Amendment

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

VII. Term of Agreement

This agreement becomes effective when this contract is signed by all necessary parties, but not prior to July 1, 2015. This contract will terminate September 30, 2015.

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

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

INTERGOVERNMENTAL AGREEMENT

GOVERNMENTAL UNIT

By *Scott Taylor*

Scott Taylor

Name (Typed)

Department Director

Title

8/12/15

Date

501 SE Hawthorne Blvd, Ste 250
Street Address

Portland, OR 97214

City/Zip

(503) 988-3701

Phone Number

93-6002309

TIN, FIN or S.S.#

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing & Human Services

Date

Approved as to Content:

Rodney A. Cook
Rodney A. Cook, Division Director

8/31/15

Date

INTERGOVERNMENTAL AGREEMENT

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.
 - Reporting Period #1, July 1- Sept 30: due on Oct 15, 2015

INTERGOVERNMENTAL AGREEMENT

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.
7. **Internal Controls**
 - AGENCY shall submit a completed Annual Fiscal Capability Assessment to CYF on or before July 15, 2016.
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

INTERGOVERNMENTAL AGREEMENT

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

INTERGOVERNMENTAL AGREEMENT

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. 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. 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 funds 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

INTERGOVERNMENTAL AGREEMENT

- B. Contract amendment suitable to both the COUNTY and AGENCY.

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 form, 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.

INTERGOVERNMENTAL AGREEMENT

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 give written notification of problem areas related to performance under this contract, including requirements and time lines of 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 annual site visits by the COUNTY. Site visit activities include, but are not limited to, review of client case files, program personnel policies, and program services procedures.

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

INTERGOVERNMENTAL AGREEMENT

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.

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.

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.

AGENCY shall have the right to make minor budget adjustments.

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 through 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).

**CLACKAMAS COUNTY CHILDREN, YOUTH & FAMILIES DIVISION
MONTHLY FISCAL REPORT (FY 14-15)- Exhibit 3**

Organization: Multnomah County - Dept of Community Justice - Safety First	Report For: July-15
Service: Supervised Parenting Time	
Program Contact: Janice Garceau	
Date: July 1, 2014 - September 30, 2015	

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)									
On-call Program Aides	\$ 4,798.00		\$ 4,798.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Personnel Svcs	\$ 4,798.00		\$ 4,798.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration									
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Administration			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies									
Office Supplies			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Equipment									
Equipment Maint/Rental			\$ -			\$ -	\$ -	\$ -	\$ -
Non-Capital Equip Purchases			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
General Office									
Rent			\$ -			\$ -	\$ -	\$ -	\$ -
Postage			\$ -			\$ -	\$ -	\$ -	\$ -
Printing			\$ -			\$ -	\$ -	\$ -	\$ -
Phone			\$ -			\$ -	\$ -	\$ -	\$ -
Insurance(s)			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Professional Fees & Contract Svcs									
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Travel									
Conferences & Training			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Mileage			\$ -			\$ -	\$ -	\$ -	\$ -
Additional (please specify)									
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Program Costs	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ 4,798.00		\$ 4,798.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Please provide information on any budget anomalies in the budget above:

September 10, 2015

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of a revenue Intergovernmental Agreement with Mid-Columbia Center for Living for cost reimbursement from the upgrade and implementation of the Measures and Outcomes Tracking Systems (MOTS) module for the Cerner electronic health record software.

Purpose/Outcomes	This agreement is for Mid-Columbia to reimburse Clackamas County Health Centers for the cost of upgrading and implementing the MOTS module of the Cerner electronic health record software.
Dollar Amount and Fiscal Impact	Contract maximum value is \$8,000.
Funding Source	Reimbursement from Mid-Columbia Center for Living. No County General Funds will be used.
Safety Impact	
Duration	Effective upon signature and terminates on December 31, 2015
Previous Board Action	No Previous Board Actions
Contact Person	Deborah Cockrell, Health Centers Director – 503-742-5495
Contract No.	7326

BACKGROUND:

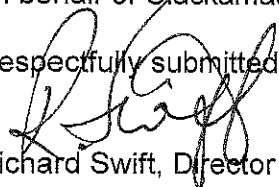
The Clackamas County Health Center Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of an Agreement with Mid-Columbia Center for Living cost reimbursement of the upgrade and implementation of the MOTS module for the Cerner electronic health record software. This Agreement provides the basis for a cooperative working relationship to receive a discount on the cost of software upgrade. The cost share is based on the number of users. CCHCD is responsible for 80% and Mid-Columbia is responsible for 20%. CCHCD will facilitate the upgrade to both locations with Cerner and will absorb the upfront costs. At the completion of the project Mid-Columbia will reimburse CCHCD 20% of total cost of the upgrade.

The maximum contract value is \$8,000. This contract is effective upon signature and continues through December 31, 2015.

RECOMMENDATION:

Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director

INTERGOVERNMENTAL AGREEMENT
 BETWEEN
 MID-COLUMBIA CENTER FOR LIVING
 AND
 CLACKAMAS COUNTY ACTING BY AND THROUGH ITS HEALTH, HOUSING AND HUMAN
 SERVICES DEPARTMENT HEALTH CENTERS DIVISION

Contract #7326

This agreement is entered into by and between Mid-Columbia Center for Living, hereinafter called "CONTRACTOR" and Clackamas County acting by and through its Health, Housing & Human Services Department Health Centers Division (CCHCD). This agreement is effective upon signature and will expire on December 31, 2015. The agreement's term shall thereafter be automatically extended for one additional one year term unless either party issues written notice of the intent to terminate at least three (3) months prior to the end of the first term.

RECITALS:

WHEREAS, CONTRACTOR and CCHCD are units of local government, as that term is defined in ORS 190.003; and,

WHEREAS, ORS 190.010 provides that units of local government may enter into written agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform. The statute also provides that the agreement may provide for the performance of a function or activity as further set forth in the statute.

1. Purpose of Intergovernmental Agreement (IA)

This is a purchasing agreement between CONTRACTOR and CCHCD for the Cerner Software MOTS upgrade and implementation. To receive a discounted price from Cerner Corp., CCHCD and Contractor are partnering in the purchase of the MOTS upgrade and implementation. Cerner will bill CCHCD for the total cost. CONTRACTOR will reimburse CCHCD for 20% of the total cost.

2. Responsibilities of CCHCD:

During the term of this agreement, CCHCD shall have the following responsibilities:

a. CCHCD

- i. Responsible for payment to Cerner at completion of MOTS upgrade and implementation for Clackamas County Health Centers and Mid-Columbia Center for Living.

3. Responsibilities of CONTRACTOR

- a. Responsible for reimbursing CCHCD for 20% of total cost of upgrade and implementation.

4. Compensation

- A. CONTRACTOR shall compensate CCHCD for satisfactorily completing activities described in Section 2. above.
- B. The total payment to CLACKAMAS shall not exceed \$8,000.
- C. CCHCD shall submit a request for reimbursement when work has been completed.

5. The parties further agree as follows

- a. Termination Rights. Each party to the IA shall have the right to terminate its participation in the IA by providing at least three (3) months prior to the end of the first term advance written notice of its intention to withdraw from the IA to the other party.
- b. Amendments. The parties hereby agree that the IA may be modified or amended only by mutual written agreement of the parties. Any such modification or amendment must be in writing, dated, signed by the parties and attached to the IA.
- c. Assignment. No party may assign any interest or obligation under the IA without the other party's prior written consent. Subject to the foregoing, the IA shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns.
- d. Choice of Law. The IA shall be construed in accordance with and governed by the laws of the State of Oregon.
- e. Entire Agreement. The IA reflects the entire understanding and agreement of the parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings, or discussions between the parties. No other understanding between the parties shall be binding on them unless set forth in writing, signed and attached to the IA.
- f. Indemnification. Each of the parties agrees to be liable for its own conduct and operations and to defend, indemnify and hold the other party harmless against any and all losses therefore. In the event that the loss or damage results from the conduct of more than one party, each party agrees to be responsible for its own proportionate share of the claimant's total damages under the laws of the State of Oregon. Notwithstanding the foregoing, CCHCD agrees that it shall be solely responsible for all claims, demands, injuries, damages, lawsuits, or losses arising, directly or indirectly, from all healthcare and related services given to students or withheld by CCHCD employees or agents, whether at the SBHC, elsewhere on CONTRACTOR premises, or off CONTRACTOR premises.
- g. Waiver of Subrogation. CCHCD and CONTRACTOR do each herewith and hereby release and relieve the other, and waives its entire claim of recovery for loss or damage to property arising out of or incident to fire, lightning, and the perils included in the extended coverage endorsement, in, on, or about the said premises, whether due to the negligence of any of said parties, their agents or employees-however, such release and waiver shall not apply to fire, damage to property, or other loss caused by recklessness or willful misconduct.
- h. Insurance.
 - i. CCHCD is covered under the County's established self-insurance fund against tort liability for the public body, its officers and agents pursuant to ORS 30.282. This includes professional liability self-insurance. Claims arising from facilities and/or operations that are controlled by the County will be administered through this program. Clackamas County has elected under ORS 656 to self-fund and administer its Workers' Compensation benefits for all claims filed by its employees.
 - ii. CONTRACTOR will maintain general liability insurance coverage at a minimum level of \$1,000,000/\$3,000,000. CONTRACTOR will also maintain adequate property insurance coverage during the term of this agreement.
 - iii. Employer/Employee Relationships. The parties agree that all individuals performing work under this agreement shall be the employees of CCHCD or through subcontract with CCHCD except the custodians and IT/IS support and other support staff provided at the direction of (and employed by) CONTRACTOR.

Mid-Columbia Center for Living
INTERGOVERNMENTAL AGREEMENT - #7326
Page 3 of 3

iv. Confidential Agreements. The parties agree that all individuals performing work under this agreement shall abide by the federal Health Insurance Portability and Accountability Act (HIPAA) regarding confidentiality of healthcare records. The parties further agree that all reasonable efforts will be taken to obtain parental consent to disclose confidential information to CONTRACTOR-designated personnel in order to better coordinate services to enhance a child's learning and success in school.

i. Notice. Any notice under this agreement shall be directed to:

CONTRACTOR: Mid-Columbia Center
Ramona Ropek, Deputy Director
1610 Woods Ct.
Hood River, Oregon 97031
(503) 386-2620 X2212
Ramona.ropek@macfl.org

CCHCD: Clackamas County Health Centers Division
Attention: Deborah Cockrell, FQHC Director
2051 Kaen Road
Oregon City, OR 97045
(503) 650-5694 Direct
dcockrell@co.clackamas.or.us

This agreement consists of six (6) sections.

The parties have executed this agreement on the dates noted below:

MID-COLUMBIA CENTER FOR LIVING

CLACKAMAS COUNTY


By: Ramona Ropek, Deputy Director

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

Date

Signing on Behalf of the Board:

1610 Woods Ct.
Street Address

Richard Swift, Director
Health, Housing and Human Services Department

Hood River, OR 97031
City/State/Zip

503-386-2620 x2212 /
Phone / Fax Number

Date

September 10, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval for a Revenue Agreement with CareOregon for the Behavioral Health Clinics integration to the EPIC Electronic Health Record System

Purpose/Outcomes	This Agreement is to assist the Clackamas County Health Centers Behavioral Health Clinics integrate to the EPIC Electronic Health Record System.
Dollar Amount and Fiscal Impact	Amount of revenue received will be based on number of members assigned for each reporting period. This is a no maximum agreement; we estimate CCHCD will receive approximately \$1.2 million. No County General Funds are involved. No matching funds required.
Funding Source	Behavioral Health Clinics
Safety Impact	N/A
Duration	June 1, 2015 – May 31, 2016
Previous Board Action	No Previous Board Action
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	7104

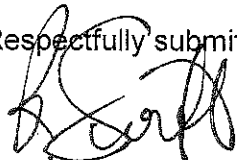
Background

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of a Revenue agreement with CareOregon for the integration of the Behavioral Health Clinics to the EPIC Electronic Health Record System (EHR). The Primary Care Clinics are already utilizing EPIC. This agreement is to facilitate moving the Behavioral Health Clinics from their current system to the EPIC system to provide a more cohesive and coordinated care platform for our clients

RECOMMENDATION:

Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director

CareOregon, Inc.
Behavioral Health Integration
Letter of Agreement

Contract# 7104

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County acting by and through its Health, Housing and Human Services Department, Health Center Division (Provider) for the time period of June 1, 2015 to May 31, 2016.

Project: Behavioral Health Integration
Provider Contact: Tracy Garell
Phone: 503-655-8401
E-mail: tgarell@co.clackamas.or.us

CareOregon Agreement Number: 15-0601Q
CareOregon Project Number: 54
CareOregon Contact: Andrew Huff
Phone: 503-416-5942
E-mail: huffa@careoregon.org

I. Project Description:

CareOregon would like to support the ongoing work of primary care clinics to deliver the kind of outcomes-based care that the PCPCH model promotes. CareOregon wants to recognize the work that is put into building and sustaining an Integrated Behavioral Health program by providing sustainability and one-time funding for working towards improvement in patient's behavioral health outcomes. Participating practices will be required to measure and track quality improvement metrics related to the implementation and expansion of their behavioral health program for all patients in the Providers clinic.

II. Project Objectives:

The Behavioral Health Integration outcomes for the project are:

- A. Provider will work towards improving on identified targets on selected Metrics, as defined in Exhibit A.
- B. Provider has set annual and interim goals for improvement on selected metrics, as defined in Exhibit B.
- C. Provider will submit progress reports on Process and Outcome Metric selected in Exhibit A on or before December 10, 2015 and May 31, 2016.
- D. Provider will submit progress reports on Area of Focus/Care Model goal, as defined in Exhibit B on or before December 10, 2015 and May 31, 2016.
- E. Provider will be available to participate in technical assistance and community collaborative learning regarding behavioral health integration efforts to be determined by CareOregon.

III. Payment:

- A. CareOregon will pay Provider a \$4.75 per member per month for members assigned to the Gladstone Community Clinic, Beaver Creek Clinic, Sandy Health and Wellness and Sunnyside Health and Wellness.
- B. Per member per month payment will be based members assigned on the fifth (5th) of the month.
- C. Provider agrees this payment is for the time period outlined above only and does not imply or guarantee ongoing funding.

IV. Miscellaneous:

- A. Should Providers participation contract with CareOregon terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the time period outlined above.

- B. Provider agrees that Agreement Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays. Provider will notify CareOregon if the Agreement Contact changes.
- C. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to the Agreement. Email approval by CareOregon or Agreement Contact will suffice as written approval.
- D. All copyright interests in materials produced as a result of Fund support are owned by the Provider. The Provider grants to CareOregon nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt, or otherwise use and license others to use, in print or electronic forms, including electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this grant.
- E. Provider agrees to uphold all confidentiality provisions of the Agreement between CareOregon and Provider, and specifically safeguard the health information of CareOregon members as it applies to activities related to this program.

Agreed to on behalf of Clackamas County:

Agreed to on behalf of CareOregon, Inc:

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Please select *one Process Metric and one Outcome Metric* to track during the course of the program. If possible, please provide a baseline measurement and target for each metric. Metrics will be reported quarterly via email to CareOregon in the form of written progress reports. Funding is not dependent on achievement of targets.

Process Metric	Outcome Metric
<input type="checkbox"/> Clinic workflow for including the behavioral health provider (daily huddle; same day referrals or consults; warm hand-off vs scheduled; etc.)	<input type="checkbox"/> % of Diabetes patients referred to BHP with A1C \geq 9
<input type="checkbox"/> Provider/team satisfaction regarding behavioral health integration efforts	<input type="checkbox"/> % of patients with positive PHQ9 that reported a reduction in symptoms following an intervention with BHP
<input type="checkbox"/> What actionable data does the BHP get to support their efforts? (emergency department utilization, PHQ9 scores, other identified clinic care management priorities)	<input type="checkbox"/> % of patients with tobacco use disorder referred to BHP that reported a decrease in tobacco use
	<input type="checkbox"/> Screening for substance use (SBIRT/CRAFT process)
	<input type="checkbox"/> Depression screening and follow up plan (CCO incentive metric)

a. Process Metric:

The care provided by School Based Health Centers practitioners is informed by having full access to all physical and behavioral health information on their Patients / Clients from a common Electronic Health Record.

Behavioral Health and Physical Health providers collaborate using EHR staff messaging.
Baseline measurement: 0, not currently possible.

Target: Collaboration noted in the record for at least 50% of shared patients.

Outcome Metric: Percent of Clackamas Health Centers Patients / Clients with a diagnoses of Diabetes, who also have a co-morbid mental illness diagnosis, will have their diabetes controlled at the same rate as their peers not suffering from mental illness.

Baseline measurement: To be Determined Target: 100%

Target: 100%

EXHIBIT B

1. Describe Area of Focus/Care Model

Please describe your organization's current status in behavioral health integration and your goals for improvement. Provide at least 1 annual goal and 3 interim goals that will demonstrate progress toward your annual goal. Be as SMART (Specific, Measurable, Attainable, Realistic, and Timely) as possible. Some possible topics to consider: clinical delivery; patient experience; provider and leadership "buy-in"; access; etc.

For further guidance you may refer to the full SAMHSA model linked here:

http://www.integration.samhsa.gov/integrated-care-models/CIHS_Framework_Final_charts.pdf

Clackamas Health Centers concentrated integration efforts began in 2005 with the assignment of a Licensed Clinical Social Worker role into the Physical Health Clinic. Since then, integration of Physical, Dental, and Behavioral Health has been a consistent focus.

Some of our integration efforts / projects:

- Physical Integration / Co-Location: Behavioral Health Services are available at our two largest Physical Health Clinics (Beavercreek and Sunnyside). Physical Health services are available to clients in our Stewart Behavioral Health Center. Behavioral Health providers are available at our Gladstone clinic 3 days each week.
- Front office and telephone support staff are cross trained on each of our systems. Patients are able to schedule appointments for Behavioral Health, Physical Health and Dental from within any clinical site.
- We have standardized and streamlined referral processes between Physical and Behavioral Health.
- Integrated services are available at two of our School Based Health Centers. Specialty Behavioral Health services are available Oregon City High School and Sandy High School.
- Clackamas Health Centers prescriber/providers from each modality, meet to discuss care of patients, facilitate clinicians learning more about each other, and their roles, and develop integrated care processes.
- Medical Directors and Program Managers of Clackamas Health Centers meet regularly (Physical Health, Dental and Behavioral Health) to discuss integrated efforts/issues.

We have reached a plateau in much of our integration efforts. The limiting factor is now the fact that our physical health providers and behavioral health providers use separate health records, even when caring from the same patient. Our physical health providers use EPIC, and our behavioral health providers use Cerner-Anasazi.

While our providers chart patient and client progress in separate systems, the sharing of information will always require deliberate and resource consuming added processes. This level of resource can only be achieved for a limited number of patients who are identified as having significant co-morbid physical and behavioral health concerns.

Sharing a common health record would allow collaborative team based care for all patients / clients.

In addition it will increase our capacity to serve patients. Currently, Behavioral Health practitioners within

our Physical Health system spend a considerable amount of their time reviewing and communicating Behavioral Health record information, because Physical Health providers are blind to these records. Having a common health record will free this time, to be spent seeing patients.

Our goal, utilizing the Behavioral Health Integration Capacity and Sustainability funding, is to unify our electronic health records within Physical and Behavioral Health. We would like to transition our Behavioral Health providers and staff to chart within the Epic system used by our physical health providers.

In the next two years we plan to have all patient's records, Physical and Behavioral Health, in the EPIC Electronic Health Record.

2 Year Goal: All Clackamas Health Centers Physical and Behavioral Health patient information is equally accessible and used by all providers to inform care. Clackamas Health offers fully integrated care to all patients. This will be accomplished in 3 phases: Across our School Based Health Centers; Within our Physical Health Clinics, and finally in our Specialty Behavioral Health clinics.

Annual Goal: Behavioral Health providers and staff at our School Based Health Centers and Physical Health Clinics will chart patient records in the Epic electronic health record used by the physical health provider teammates.

This will give us truly integrated team based care at our Physical Health clinics and SBHC's.

- Physical Health providers will immediately be aware of patient risk assessment information.
- Behavioral Health providers will have ready access to results of lab and physicals.
- Providers will see the same medication / prescription record.
- Providers across modalities will be able to interact via EHR staff messaging, allowing for collaboration without sacrificing patient contact time.

Achieving this first year goal also gives proof of concept that the common EHR meets all Federal and State requirements for a behavioral health record.

While this ERH transition takes place at our School Based Health Centers and Physical Health clinics, Project infrastructure will also be developed to transition our Specialty Behavioral Health Clinics to the EPIC EHR with minimal disruption to clients and patients.

Interim Goal 1: All providers at our School Based Health Centers (Physical and Behavioral Health) chart in a common record (EPIC). School based health centers patients have integrated team based care. There is one unified treatment plan for each school based health center patient and all SBHC providers have access to it.

Interim Goal 2: Behavioral Health providers within our Physical Health Clinics chart in the EPIC electronic health record. Patients within our physical health clinics have integrated team based care. There is one unified treatment plan for each patient in our physical health clinics and all providers within the clinic have access to it.

Interim Goal 3: Infrastructure and support systems (Billing, Coding, Medical Records, Compliance) are functioning and tested within the common record. Behavioral Health billing and reporting requirements are functioning through the EPIC system.

2. Process Improvement/Implementation Plan

Describe the implementation plan that will achieve your goals. Provide a rough timeline and possible milestones. Describe any additional data/information/support you will need from CareOregon to implement the plan.

Phase 1: August 2015 – January 2016 , School Based Health Centers.

Milestone	Completion Date	Owners / Stakeholders	Acceptance Criteria
Document minimum requirements of SBHC EHR	8/15/15	Project Manager (PM) SBHC Manager Billing Medical Records	Requirements for documenting, billing, state, HIPAA; documented and agreed upon.
Acquire and install EPIC behavioral Health Module	9/15/15	Project Manager, Project Team	System available for testing
Test Behavioral Health Module	9/30/15	PM, Behavioral Health Manager, HC Manager, Billing Manager	Minimum requirements met for documenting, billing, state, HIPAA
Develop SBHC Workflows	10/1/15	PM, Project Team (PT)	Created and tested in Behavioral Health Module
Complete Training Material	10/12/15	PM, PT	Training Documents support workflow
Train SBHC Staff	10/20/15	PM, PT	SBHC staff competency with EPIC ERH
Schedules transferred to Epic	10/24/15	PM, PT	All templates built, patient accounts created, schedules transferred
Go-Live on EHR at SBHC	12/1/15	PM, PT	All visits scheduled and seen in Epic
Project Review	1/1/16	Project Sponsor, PM, PT	Next steps and lessons learned documented.

Phase 2: March 2016 – August 2016, Physical Health Clinics

Milestone	Completion Date	Owners / Stakeholders	Acceptance Criteria
SBHC systems fully tested	3/1/16	Project Manager (PM) SBHC Manager Billing Medical Records	SBHC ERH meeting all requirements for documentation, billing, state OAR, and HIPAA
Develop Physical Health Clinic Workflows	4/1/16	PM, Project Team (PT)	Physical Health Clinic Workflows Created and tested in Behavioral Health Module
Train Staff	4/15/16	PM, PT	Physical Health Clinic Behavioral Health providers competency in EPIC EHR
Schedules transferred to Epic	5/10/16	PM, PT	All templates built, patient accounts created, schedules transferred

Milestone	Completion Date	Owners / Stakeholders	Acceptance Criteria
Go-Live on EPIC EHR with BH Providers	5/23/16	PM, PT	All visits scheduled and seen in Epic
Project Review	7/1/16	Project Sponsor, PM, PT	Next steps and lessons learned documented.

Phase 3: September 2016 – September 2017, Behavioral Health Clinic, Full Integration

Milestone	Completion Date	Owners / Stakeholders	Acceptance Criteria
SBHC and Physical Health Clinic EHR systems fully tested	9/1/16	Project Manager (PM) Clinic Staff Billing Medical Records Compliance Auditors	EPIC EHR meeting all Behavioral Health requirements for documentation, billing, state OAR, and HIPAA
Determine impact of 42CFR part 2	9/15/16	PM Medical Records Legal Counsel	42CFR Part 2 addressed
Document Behavioral Health workflows	9/30/16	PM PT Clinic Staff	Behavioral Health workflows documented and agreed upon.
Staff Feedback	10/15/16	PM Clinic Managers Clinic Staff	Staff have opportunity to provide input and have questions answered
Develop Behavioral Health Workflows in EPIC system	10/30/16	PM, Project Team (PT)	Physical Health Clinic Workflows Created and tested in Behavioral Health Module All functions
Plan for Chart Migration	10/30/16	PM, PT	Established plan to transfer Behavioral Health records from Anasazi to EPIC or contingency if this is not possible.
Review prescription process	11/15/16	PM, PT Prescribers	Behavioral Health prescription medication processes documented
Prescription process – E-prescribing	12/15/16	PM, PT Prescribers	EPIC EHR prescription process functioning for all Behavioral Health medications.
Testing	1/30/17	PM, PT	All systems, workflows functioning
Train Staff	3/15/17	PM, PT	All Behavioral Health providers have competency in EPIC EHR
Review for go-live	3/30/17	PM, PT, Clinic Managers, Clinic Staff	Go-live with EPIC EHR readiness agreed upon.
Schedules transferred to Epic	4/15/17	PM, PT Clinic Front Office Staff	All templates built, patient accounts created, schedules transferred

Milestone	Completion Date	Owners / Stakeholders	Acceptance Criteria
Go-Live on EPIC EHR with BH Providers	5/1/17	PM, PT	All visits scheduled and seen in Epic
Review for issues / tweaks	7/1/16	Project Sponsor, PM, PT	System reviewed and a change / modification request system established
Assure all patients / clients have access to integrated care	9/1/17	Health Centers Executive Management Clinic Management	Integration reviewed in a continuous quality improvement cycle.

COPY

September 10, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Revenue Single Case Provider Agreement with
Managed health Network, Inc. (MHN) to provide primary and behavioral health services
to an assigned member at the Clackamas County Health Center Division Clinics

Purpose/Outcomes	This single case agreement will allow Clackamas County Health Centers Division (CCHCD) to receive reimbursement for health treatment to a specific MHN assigned member.
Dollar Amount and Fiscal Impact	This is a No Maximum agreement. Revenue is determined by the treatment received.
Funding Source	Fee for service. No County General Funds are involved.
Safety Impact	None
Duration	Effective March 18, 2015 and continues until March 18, 2016
Previous Board Action	No previous action
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	7373

BACKGROUND:

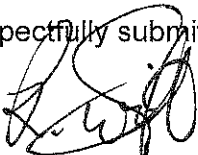
Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a Revenue Single Case Provider Agreement with Managed Health Network, Inc. (MHN) to provide both primary and behavioral health care services at the Clackamas County Health Centers.

This is a No Maximum agreement as revenue will be determined by the treatment received. County Counsel reviewed this agreement on August 25, 2015. The Agreement is effective March 18, 2015 and will terminate o March 18, 2016.

Recommendation

We recommend approval of this amendment and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Richard Swift, Director

SINGLE CASE AGREEMENT

between
MANAGED HEALTH NETWORK, INC.
and

CLACKAMAS COUNTY MENTAL HEALTH

This letter will confirm the agreement between Provider and Managed Health Network Inc. (MHN) and affiliates, wherein Provider agrees to provide available covered chemical dependency and psychiatric services to eligible beneficiaries. Payor will reimburse Provider for such services as detailed on the attached schedule of payments marked herein as Fee Schedule less all applicable copayments and deductibles. Reimbursement is contingent on eligibility and is subject to plan benefits, including, but not limited to, Prior Authorization. Only the identified provider stated in this agreement shall render services.

This Single Case Agreement is intended to serve for the case of T.W. (Intake #5121440) and shall be in effect for such time as MHN determines to be medically necessary. Authorization for treatment is subject to review for medical or clinical necessity.

1. Both Parties agree to the following:
 - A. Provider shall maintain licensure or certification as a mental health care professional in accordance with the laws of the state in which Provider practices. Provider shall provide MHN verification of licensure upon execution.
 - B. Provider shall maintain professional liability insurance for all claims per policy year.
MD/DO - \$1,000,000 per claim and \$3,000,000 in the aggregate
PhD/MA - \$1,000,000 per claim and \$1,000,000 in the aggregate
MHN will require verification of herein identified insurance.
 - C. Provider shall accept as payment in full for Medically Necessary Covered Services rendered to enrollees hereunder the lesser of billed charges or the amounts payable by payor as set forth in Fee Schedule less copayments payable solely by Enrollees in accordance with the applicable Benefit Plan. The only charges for which provider may bill a beneficiary are for applicable copayments, coinsurance, and deductibles. Provider shall not charge, attempt to collect, or accept any additional amounts from any beneficiary or any beneficiary's employer. MHN would deduct these charges at payment of the negotiated rate. It is not acceptable for enrollee to be billed for negotiated rate prior to services with the intention to reimburse upon receipt of payment by MHN. Enrollee is not financially responsible for missed appointments unless a written agreement is reached *prior* to scheduled appointment. Neither client nor MHN may be billed for missed EAP sessions. Provider shall submit claims for payment within 90 days after date of service. Payment for services may be delayed unless the identified terms of agreement are not adhered to. MHN shall pay Provider only for services authorized in advance by MHN. In no event shall MHN be under any obligation to pay Provider for any claim, payment of which is the responsibility of another payor under a particular benefit plan, including without limitation self-funded health plans.
 - D. Provider shall maintain medical and mental health records and all related administrative records of Enrollees receiving Covered Services for at least seven (7) years after the date of delivery of services. For minors, medical and mental health records and all related administrative records shall be kept for at least one (1) year after the minor has reached the age of eighteen (18), but in no event less than seven (7) years. Upon request, MHN and any state or federal departments, organizations or agencies shall have access at reasonable times to the books, records and papers of Provider relating Covered Services, as well as to the cost thereof and Copayments received from Covered Enrollees. The requirement of this section shall survive the termination of this agreement.
 - E. Provider shall not discriminate against Covered Enrollees solely on the grounds that the Covered Enrollee files a complaint against either Provider or MHN, or because of the Covered Enrollee's race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, physical handicap, or medical or mental health condition.
 - F. Each party shall indemnify and hold harmless the other party and its officers, directors, shareholders, members, employees, agents and representatives for any and all liabilities, losses, damages, claims, and expenses of any kind, including costs and attorneys' fees, which result from the duties and obligations of each party and/or its officers, directors, shareholders, members, employees, agents and representatives under the Single Case Agreement. Without limiting the generality of the foregoing, in no event shall either party be responsible for claims attributable or arising out of the other party's negligence or willful misconduct. The obligations of this paragraph shall survive the termination of this Single Case Agreement.
 - G. MHN and Provider are independent contractors in relation to one another and no joint venture, partnership, employment, agency or other relationship is created in this Agreement. Neither MHN nor Provider is authorized to

represent the other for any purposes. Neither of the parties hereto, nor any of their respective officers, agents or employees shall be construed to be the officer, agent or employee of the other party.

- H. If any provision of this Agreement is held to be invalid, illegal or otherwise unenforceable in any jurisdiction, the holding shall not affect the remaining provisions of this Agreement and shall not in any other jurisdiction, unless the effect of the severance would be to substantially alter this Agreement or the obligations of the parties hereto; in which case, this Agreement may be immediately terminated pursuant to Section 2.
- I. All disclosures of data made under this provision shall comply with all applicable state and federal laws for the protection of the privacy and security of the data, including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the federal Health Information Technology for Economic and Clinical Health Act, Title XIII of the federal American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and implementing regulations. For California providers, nothing in this Agreement shall be construed to prohibit, condition, or in any way restrict the disclosure of claims data related to health care services provided to an Enrollee, member or subscriber of MHN, to a qualified entity, as defined in Section 1395kk(e)(2) of Title 42 of the United States Code.

2. Termination of Agreement

- A. This Agreement shall immediately terminate upon completion of treatment.
- B. This Agreement may be terminated upon the effective date of any subsequent provider contracts between MHN and provider.
- C. This Agreement shall immediately terminate upon notice to the effected party in the event of any of the following:
 - 1. Either party's violation of law or regulation pertinent to this Agreement, upon notice of said violation
 - 2. Any act or conduct for which any of the Provider's licenses, certifications or accreditation to provide Covered Services may be revoked or suspended, or for which Provider's ability to provide Covered Services in accordance with this Agreement is otherwise materially impaired
 - 3. Any misrepresentation or fraud by either party, upon notice of such party
 - 4. Provider's failure to maintain professional liability insurance in accordance with this agreement
 - 5. MHN's determination that the health, safety, or welfare of any Enrollee may be in jeopardy if this Agreement is not terminated.
- D. MHN may terminate this Agreement for any reason or no reason upon thirty (30) calendar days prior written notice to Provider. At the time that MHN provides notice of termination, MHN may, at its option, begin to transition Enrollees immediately under this Agreement.

Fee Schedule

<u>CPT</u>	<u>RATE</u>
90791	\$75
90834	\$60
90837	\$90
90832	\$30

Sincerely,

Dena Maddox
VP of Professional Relations
Managed Health Network, Inc.

Date: 2/18/15 - 3/18/16

MHN Claims Address
P.O. Box 14621
Lexington, KY 40512-4621

Contact Name for Contract Questions
Name Paul Untalan
Ph#(800)327-2133 ext 08237
Fax#1-877-852-8143
Paul.Untalan@Mhn.com

Agreed and Accepted:

Sign here: _____

Print Name: _____

Date: _____

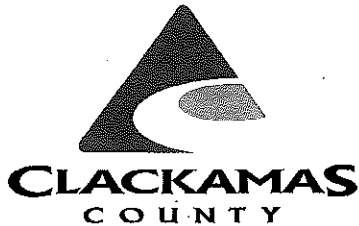
Licensure: _____

NPI: _____

Medicare Number: _____

Federal TIN: _____

Address: _____



COPY 7

Scott Caufield
Building Codes Administrator

BUILDING CODES DIVISION

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

September 10, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Addendum to Intergovernmental Agreement 2011-4793 with the City of Canby for Grading, Building Inspection, Plan Review and Permitting Services

Purpose/Outcomes	This Addendum extends the current Intergovernmental Agreement (IGA) for a period of two additional years.
Fiscal Impact	The County's Building Codes Division retains 88% of permit fees collected. This Addendum will continue this revenue structure over the extended period.
Funding Source	Permit fees – no County funds are involved.
Safety Impact	Providing services for the City of Canby ensures that structures are built following current codes, thereby providing a safe built environment.
Duration	The Addendum extends the IGA for a period of two years, with an expiration date of December 31, 2016.
Previous Action	12/15/11: BCC approved the current IGA for the County to administer a building codes program for the City of Canby and also authorized the County to provide plan review, permit issuance and inspection services for building permits, mechanical permits and grading permits issued within the limits of the City of Canby.
Contact Person	Cheryl Bell, Deputy Building Codes Administrator, Transportation & Development, 503-742-4721

BACKGROUND

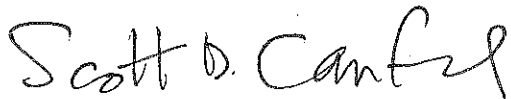
On December 12, 2011 the City of Canby and Clackamas County entered into an IGA for the County to administer a building codes program for the City of Canby, and also authorized the County to provide plan review, permit issuance and inspection services for building permits, mechanical permits and grading permits issued within the limits of the City of Canby.

On May 19, 2015 the City of Canby signed an Amendment to the IGA requesting an extension of the existing IGA, so that the County will continue to provide services for a period of two additional years, with the IGA having a new expiration date of December 31, 2016. If the Amendment is approved, the County will continue to provide building code program services in the same manner as was established in 2011. This Amendment has been reviewed and approved by County Council.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve this Amendment for extension of IGA No. 2011-4793 with the City of Canby for grading, building inspection, plan review and permitting services.

Respectfully submitted,

A handwritten signature in black ink that reads "Scott D. Caufield". The signature is written in a cursive style with a large, stylized 'S' and 'C'.

Scott Caufield
Building Codes Administrator

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
Between
CLACKAMAS COUNTY, BY AND THROUGH THEIR DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT
And
CITY OF CANBY

This is an amendment to the Intergovernmental Cooperative Agreement (the "Amendment") between the City of Canby ("CITY") and Clackamas County, by and through its Department of Transportation and Development ("DTD").

RECITAL

This Amendment is made and entered into the City and DTD as an amendment to the Intergovernmental Cooperative Agreement (Record No., 2011-4793), which was fully executed on December 15, 2011 and relates to the administration of the City's building codes program (the "IGA").

AGREEMENT

In consideration of the mutual covenants, terms, and conditions set forth herein, the parties agree that DTD will continue to administer the IGA for a period of two additional years, with a new expiration date of December 31, 2016.

Except as expressly amended herein, all the terms and conditions of the IGA shall remain in full force and effect. No other amendments or modification of the IGA is intended or may be implied from the revision set out in this amendment.

In witness hereof, the parties have executed this Amendment by the date set forth opposite their names below.

City of Canby



Name: Richard Robinson
Title: City Administrator

Date: 5/19/2015

Board of Commissioners - Clackamas County

Name: John Ludlow
Title: Board Chair

Date: _____

INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF CANBY

December 15th, 2011

This is an intergovernmental agreement ("Agreement"). It is for grading, building inspection, plan review, and permitting services. It is between Clackamas County, operating by and through its Building Codes Division ("BCD") and the City of Canby ("City"). It is done under the authority of ORS 190.010, 190.110, and similar statutes. Under the terms of this Agreement, the BCD shall provide grading, building inspection, plan review, and permitting services to the City under certain conditions and receive a portion of the fees, as set out below.

I. Term of the Agreement.

- A. This Agreement shall become effective on the date it is executed. It shall continue in force and effect through December 31, 2013.
- B. It may be renewed for a third, twelve month term expiring December 31, 2014. The third term shall automatically commence unless notice that the Agreement shall not be renewed is given on or before October 1, 2013.
- C. This Agreement may be terminated, with or without cause and at any time, by any party upon 90 days written notice to the other party.
 1. In the event that this Agreement is terminated, BCD shall complete the work for which it has been compensated, unless other arrangements are agreed to by the parties.
 2. A termination of this Agreement shall not affect a party's continuing rights under this Agreement, including-
 - a. A party's right to receive any reimbursement for any claims agreed to be paid prior to the termination; and
 - b. Rights to indemnification under Section VI D below.

II. Scope of Services: Nothing in this Agreement shall be construed as an assumption of the City's building and mechanical permitting programs by BCD. The City shall retain full responsibility for these programs.

III. Revenue Sharing: For permits subject to the provisions of this Agreement and issued after the Agreement's effective date, BCD and the City shall share collected permit revenues in accordance with the following schedule. Collected plan review fees are not subject to the revenue sharing provision.

BCD and the City reserve the right to subsequently revise the schedule. The schedule may not be revised before April 2, 2012. Any revision of the schedule shall be done in order to ensure that it reflects the respective costs of BCD and the City.

A. BCD retention: 88% of permit fees collected.

B. City retention: 12% of permit fees collected.

IV. BCD and City Responsibilities.

A. BCD Responsibilities: BCD shall provide all building and mechanical permitting, related plan reviews, and inspections services. Additionally, BCD shall provide grading permitting, related plan reviews, and inspection services. Where required, BCD shall provide fire and life safety plan reviews.

1. BCD shall use the City's fee structure for all grading, building, mechanical, standard plan reviews, and fire and life safety permits.
2. BCD shall maintain an automated, daily inspection request system, currently Selectron Interactive Voice Response (IVR). Maintenance of the IVR shall be done at no cost to the City.
3. BCD shall create and maintain permit compositions within its permitting software, currently Accela Permits Plus, for each permit type within the scope of this Agreement. Permit compositions shall be done at no cost to the City.
4. During BCD's normal business hours, BCD shall provide daily construction inspections for all inspections requested before 6:00 a.m. on the day the inspection is desired.
5. During BCD's normal business hours, BCD shall provide plan reviews for all permits requiring such reviews in accordance with its adopted Operating Plan on file with the State of Oregon Building Codes Division. BCD shall at all times provide a copy of its current Operating Plan to the City.
6. BCD shall assign one building inspector and one plans examiner as the primary contact for all permits subject to the terms of this Agreement for a period of 120 days in order to ensure that there is a single point of contact in each service area for consistency and to ensure that BCD may effectively learn the City's development services operation. After 120 days the County

may introduce additional personnel, however there shall be no charge to the City for any related training.

7. For permits falling within the scope of this Agreement, BCD shall collect all required state surcharges on behalf of the City and distribute the collected surcharges to the State of Oregon Building Codes Division on a monthly basis, as required by law. BCD shall provide a report to the City outlining the permits issued that are subject to the surcharge and the amount of surcharge collected on behalf of the City on a monthly basis.
8. For permits falling within the scope of this Agreement, BCD shall collect all required School District Construction Excise Taxes on behalf of the City and shall distribute the collected tax to the appropriate school district on a quarterly basis, in accordance with Oregon statute. BCD shall provide a report to the City outlining the permits issued that are subject to the tax and the amount of tax collected on behalf of the City on a quarterly basis. BCD shall retain 4% of the collected tax to offset the costs of collection and reporting, consistent with the statute.

B. City Responsibilities.

1. The City shall in all ways cooperate with BCD in the expeditious transfer of responsibilities and performance of duties set out in this Agreement.

V. Liaison

- A. BCD Liaison: The Clackamas County Building Official.
- B. City Liaison: The Canby Planning Director.
- C. Any notice required or permitted under this Agreement shall be given to the above named individuals and shall become effective when actually delivered or forty eight (48) hours after its deposit in the United States mail addressed to such address as may be specified from time to time by a Party or Parties in writing.

VI. General Provisions

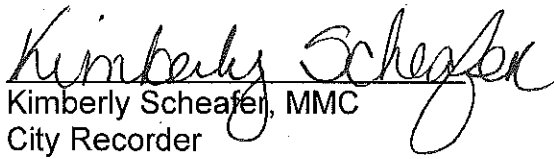
- A. This Agreement may not be assigned.

- B. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by a written instrument signed by both parties
- C. This is not a joint venture, partnership, or common enterprise between the City and BCD. BCD shall have the status of an independent contractor with respect to its services under this Agreement. No party or its employees is entitled to participate in any pension plan, insurance, bonus, or similar benefits provided by another party.
- D. To the extent permitted by law under the Oregon Constitution and statutes, BCD and the City shall each indemnify and defend the other, its officers, agents, and employees from any claim, loss, or liability arising out of or related to any activity of that party caused by the negligence or act of that party. BCD and the City shall have no liability to the other for any injury, loss, or damage caused by third parties. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of the Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
- E. This document embodies the entire Agreement and understanding between the parties hereto and supersedes all prior understandings relating to the subject matter hereof.
- F. Both parties and their duly authorized representatives shall have access to the books, documents, papers, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- G. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby.
- H. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement.
- I. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
- J. Any dispute between the parties shall be resolved first by mediation, and next by action of the Circuit Court of the State of Oregon for the County of Clackamas.

WHEREAS, all the aforesaid is hereby agreed and executed by the duly authorized signatures below.


"CITY"


Randy Carson
Mayor


Kimberly Scheafer, MMC
City Recorder

12-7-11
Date

"BCD"
BOARD OF COMMISSIONERS
CLACKAMAS COUNTY


Chair


Mary Raethke, Recording Secretary

12-15-2011
Date
B.I.

RESOLUTION NO. 1119

A RESOLUTION OF THE CITY OF CANBY, (CITY) OREGON APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH CLACKAMAS COUNTY BUILDING CODES DIVISION TO PROVIDE GRADING, BUILDING INSPECTION, PLAN REVIEW AND PERMITTING SERVICES FOR THE CITY OF CANBY.

WHEREAS, the City desires to enter into an intergovernmental agreement (IGA) with Clackamas County Building Codes Division ("BCD") to provide for grading, building inspection, plan review and permitting services for the City of Canby under the authority of ORS 190.010; and.

WHEREAS, the City and BCD have negotiated an appropriate IGA that addresses the services to be provided, the term of the IGA, revenue sharing between the parties, and various respective duties and responsibilities of the parties; and

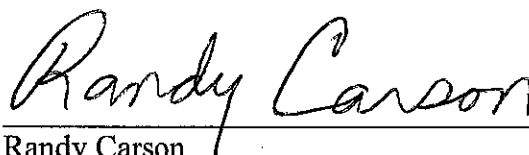
WHEREAS, the City believes it is in the City's best interest to enter into the proposed IGA, now therefore

IT IS HEREBY RESOLVED by the City of Canby as follows:

The Canby City Council approves the IGA between the City and Clackamas County, identified as Exhibit "A" to this Resolution, and hereby authorizes that City Administrator to execute the IGA on behalf of the City.

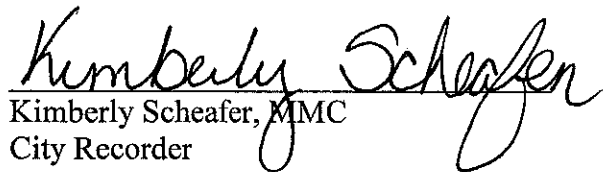
This resolution will take effect on December 7, 2011.

ADOPTED this 7th day of December 2011 by the City of Canby City Council.



Randy Carson
Mayor

ATTEST:



Kimberly Scheafer, MMC
City Recorder

DRAFT

Approval of Previous Business Meeting Minutes:

August 6, 2015

August 13, 2015

(draft minutes attached)

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, August 6, 2015 – 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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Jean Roberts, Sandy – concerns regarding marijuana grow sites – requests a public hearing regarding marijuana.
2. Rocky Roberts, Sandy - concerns regarding marijuana grow sites – requests a public hearing regarding marijuana.
3. Norm Rice, Boring - concerns regarding marijuana grow sites – requests a public hearing regarding marijuana. (submitted a letter)
4. Shirley Morgan, Welches - concerns regarding marijuana grow sites – requests a public hearing regarding marijuana. – (submitted letter) Shirley also submitted a letter from Laura and John Underwood regarding the same issue.

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

II. PUBLIC HEARINGS

1. Board Order No. **2015-86** for Boundary Change Proposal CL 15-002, Annexation to Sunrise Water Authority

Chris Storey, County Counsel and Ken Martin, Boundary Change Consultant presented the staff report.

~Board Discussion~

Chair Ludlow opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the Board Order for Boundary Change proposal CL 15-002, Annexation to Sunrise Water Authority.

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

2. Reading and Adoption of a Board Order No. **2015-87** Amending Local Contract Review Board Rules, County Code Appendix C

Chris Storey, County Counsel presented the staff report. He stated during the period of August 24th – Sept. 8, 2015 the Board will not be holding regular meetings. In the absence of the regular Board meetings we request that the County Administrator be giving the authority to sign all contracts and contract amendments that would otherwise be signed by the Board.

This action will keep a continuation of regular business matters without delay.
Chair Ludlow opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion to read the Board Order by title only.

MOTION:

Commissioner Smith: I move we read the Board Order by title only.
Commissioner Savas: Second.
Clerk calls the poll.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Chair Ludlow: Aye – the motion passes 5-0. He asked the Clerk to assign a Board Order number and read the Board Order by title only. He then asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the Board Order amending the Local Contract Review Board rules, County Code Appendix C.
Commissioner Savas: Second.
Clerk calls the poll.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Chair Ludlow: Aye – the motion passes 5-0.

III. CONSENT AGENDA

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

MOTION:

Commissioner Schrader: I move we approve the consent agenda.
Commissioner Smith: Second.
Clerk calls the poll.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Chair Ludlow: Aye – the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval of an Agency Service Contract with Cascadia Behavioral Healthcare for Outpatient Mental Health Treatment, Supported Employment and Crisis Respite Services – *Behavioral Health*
2. Approval of an Agency Service Contract with Cascadia Behavioral Healthcare for Assertive Community Treatment Programs – *Behavioral Health*
3. Approval of a Revenue Agreement with Oregon Department of Education – Youth Development Division – *Children, Youth & Families*
4. Approval of a Subrecipient Agreement with Northwest Family Services for PreventNet Community Schools - Oregon City, Gladstone, and Milwaukie – *Children, Youth & Families*
5. Approval of a Subrecipient Agreement with Todos Juntos, Inc. for PreventNet Community Schools - Rural and Molalla – *Children, Youth & Families*

6. Approval of an Intergovernmental Subrecipient Agreement with City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
7. Board Order No. **2015-88** for the Approval of the Clackamas County Social Services Division's Title VI Civil Rights Plan for Transportation Programs – *Social Services*
8. Approval of an Interagency Agreement between Clackamas County Community Development Division and Social Services Division for the Housing Rights and Resources Program in Clackamas County – *Housing & Community Development*

B. Finance Department

1. Approval of Amendment #1 with Ken Hostetler Construction Inc., for the Silver Oak Building Tenant Improvement Project – Central Utility Processing Connection.

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff's Office to Enter into an Intergovernmental Agreement with Colton School District for a School Resource Officer for the 2015-2016 School Year - *CCSO*
3. Approval of a Contract Renewal with Corizon Health Inc. at the Clackamas County Jail to Provide Inmate Health Care Services – *CCSO - Purchasing*

IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of Contract No. 15-SA-11060600-005 with the US Forest Service for Spring Park Natural Area Enhancement Project

V. WATER ENVIRONMENT SERVICES

(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)

1. Approval of a Contact with Henderson LLC for Construction of the Happy Valley Park Stream Stabilization Project - *Purchasing*
2. Approval of a Personal Services Contract for Clackamas County Service District No. 1 with Barney & Worth, Inc. for Public Affairs Consulting Services - *Purchasing*
3. Approval of a Personal Services Contract for Tri-City Service District with Barney & Worth, Inc. for Public Affairs Consulting Services - *Purchasing*

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:09 AM

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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.
www.clackamas.us/bcc/business.html

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, August 13, 2015 – 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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – spoke regarding visiting other County fairs around the State – saying Clackamas County Fair is the best; concerns regarding the Evangelical property in Jennings Lodge, and issues regarding Metro.

II. 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.
Clerk calls the poll.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Ludlow: Aye – the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval of a Grant Agreement with the US Department of Housing and Urban Development, Continuum of Care Program, for Continuum of Care Planning – *Housing & Community Development*
2. Approval of an Agency Service Contract with Cascadia Behavioral Healthcare for Residential Treatment Services – *Behavioral Health*
3. Approval of a Professional Services Agreement with Oregon Family Support Network for Family Partners – *Behavioral Health*
4. Approval of an Intergovernmental Agreement with the State of Oregon, Housing and Community Services Department to Administer Community Resource Division Funds – *Social Services*
5. Approval of Revenue Agreement No. 16-0811 with Tri-County Metropolitan Transportation District of Oregon (Tri-Met) to Provided Match Funding for Medicaid Non-Medical Rides Provided by the Clackamas County Transportation Consortium – *Social Services*

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

III. COUNTY ADMINISTRATOR UPDATE

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

IV. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 10:35 AM

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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. www.clackamas.us/bcc/business.html



NANCY S. BUSH
DIRECTOR

copy

DEPARTMENT OF EMERGENCY MANAGEMENT

September 10, 2015

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of FY2014 Emergency Management Performance Grant Amendment #1
between Clackamas County and the State of Oregon**

Purpose/Outcomes	The Emergency Management Performance Grant (EMPG) agreement #14-503 was executed in October 2014. It reimburses Clackamas County Emergency Management (CEM) for up to 50% of pre-identified program costs. Amendment #1 to EMPG agreement #14-503 increases the existing federal award from \$253,799 to \$289,901. The amendment also increases the local match requirement from \$253,799 to \$289,901 and extends the expiration date of the grant from June 30, 2015 to July 31, 2015. CEM can meet the new required match within the current budget.
Dollar Amount and Fiscal Impact	The grant agreement total value is \$579,802. The grant is a 50% federal share grant that will reimburse CEM for up to fifty percent of salaries of six employees, departmental telephone costs and some allocated costs.
Funding Source	FY 2014 Emergency Management Performance Grant via the State of Oregon Military Department, Office of Emergency Management
Safety Impact	The grant dollars assist the program with funding to sustain day-to-day costs and resources that are necessary for declared disasters and emergency events.
Duration	Effective July 1, 2014 and terminates on July 31, 2015.
Previous Board Action	The Board approved the FY2014 EMPG Grant during the October 9, 2014 business meeting, agenda item B.1.
Contact Person	Nancy Bush, Director – Emergency Management Department, 503-655-8665
Contract No.	Grant number 14-503

BACKGROUND:

County emergency management programs are required by Oregon Revised Statutes 401. The EMPG is a recurring federal grant program providing limited reimbursement of a portion of the costs incurred in operating local emergency management programs. The funds provided are for the development of an all-hazard emergency management capability to promote preparedness, mitigation, response and recovery.

County Counsel has approved the amendment as to form.

RECOMMENDATION:

Staff respectfully recommends Board approval of the EMPG #14-503 Amendment #1.

Respectfully submitted,

Nancy Bush, Director

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT
CFDA # 97.042**

AMENDMENT #1

This is Amendment #1 to Grant Agreement #14-503 effective October 16, 2014, between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM), and Clackamas County.

THE AGREEMENT IS AMENDED AS FOLLOWS (new language is indicated by bold and underline and deleted language is italicized and bracketed):

Section 1: Section 1 is hereby amended as follows:

Effective Date. This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **July 1, 2014** and ending, unless otherwise terminated or extended, on *[June 30, 2015]* **July 31, 2015** (Expiration Date). No Grant Funds are available for expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

Section 3: Section 3 is hereby amended as follows:

Grant Funds; Matching Funds. In accordance with the terms and conditions of this Agreement, OEM shall provide Subgrantee an amount not to exceed *[\$253,799]* **\$289,901** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2014 Emergency Management Performance Grant (EMPG) Program. Subgrantee shall provide matching funds for all Project Costs as described in Exhibit A.

CONTINUED ON PAGE 2

Exhibit A: The Budget is hereby amended as follows:

II. Budget

There is a 50% cash match requirement on this grant.

<u>Grant Funds:</u>	<i>[\$253,799]</i>	<u>\$289,901</u>
<u>Match Funds:</u>	<i>[\$253,799]</i>	<u>\$289,901</u>
<u>Total Budget:</u>	<i>[\$507,598]</i>	<u>\$579,802</u>

Personnel	<i>[\$507,598]</i>	<u>\$579,802</u>
Total (Grant plus Match)	<i>[\$507,598]</i>	<u>\$579,802</u>

This amendment may be executed by the parties in counterparts.

Except as expressly amended above, all terms and conditions of the original Agreement are still in full force and effect.

Approved by:

Clint Fella, Mitigation and Recovery Services Section Manager, OEM

Date

Signature of Authorized Subgrantee Official

Date

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT
CFDA # 97.042
CLACKAMAS COUNTY
\$253,799
Grant No: 14-503**

This Agreement is made and entered into by and between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM," and Clackamas County, hereinafter referred to as "Subgrantee," and collectively referred to as the "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on July 1, 2014 and ending, unless otherwise terminated or extended, on June 30, 2015 (Expiration Date). No Grant Funds are available for expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Federal Requirements and Certifications**
- Exhibit C: **Subcontractor Insurance**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

3. **Grant Funds; Matching Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subgrantee an amount not to exceed \$253,799 in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2014 Emergency Management Performance Grant (EMPG) Program. Subgrantee shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subgrantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. **Performance Reports.**

- i. Subgrantee agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2014 Emergency Management Performance Grant Program and how they address identified work plan elements.
- ii. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subgrantee may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subgrantee must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant and, if applicable, match expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subgrantee agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

- c. Audit Reports.** Upon request by OEM, Subgrantee shall provide OEM copies of all audit reports pertaining to this Agreement obtained by Subgrantee, whether or not the audit is required by OMB Circular A-133 as described in Section 8.c.i and ii herein.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subgrantee for the Project, in accordance with the Emergency Management Performance Grants guidance and application materials, including without limitation the United States Department of Homeland Security Funding Opportunity Announcement (FOA), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and FOA are available at http://www.oregon.gov/OMD/OEM/Pages/plans_train/EMPG.aspx.
- b. **Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subgrantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subgrantee is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subgrantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subgrantee has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
 - c. **Recovery of Grant Funds.** Any funds disbursed to Subgrantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subgrantee shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subgrantee shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.
7. **Representations and Warranties of Subgrantee.** Subgrantee represents and warrants to OEM as follows:
- a. **Organization and Authority.** Subgrantee is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subgrantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subgrantee of this Agreement (1) have been duly authorized by all necessary action of Subgrantee and (2) 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, (3) 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 Subgrantee is a party or by which Subgrantee or any of its properties may be bound or affected. No 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 Subgrantee of this Agreement.
 - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Subgrantee and constitutes a legal, valid and binding obligation of Subgrantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - c. **No Solicitation.** Subgrantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. **NIMS Compliance.** By accepting FY 2014 funds, Subgrantee certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at http://www.oregon.gov/OMD/OEM/Pages/plans_train/NIMS.aspx#Oregon_NIMS_Requirements.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Subgrantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subgrantee acknowledges and agrees, and Subgrantee will require its contractors, subcontractors, sub-recipients (collectively hereafter "contractors"), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subgrantee and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. **Retention of Records.** Subgrantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) an extended period as established under 44 CFR 13.42. It is the responsibility of Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.
- c. **Audits.**
 - i. If Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200.21 (OMB Circular A-133). Copies of all audits must be submitted to OEM within 30 days of completion. If Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subgrantee shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subgrantee acknowledges and agrees that any audit costs incurred by Subgrantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subgrantee and the State of Oregon.

9. Subgrantee Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. Subagreements.** Subgrantee may enter into agreements (hereafter "subagreements") for performance of the Project. Subgrantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C).
- i. Subgrantee shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subgrantee shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subgrantee. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subgrantee agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subgrantee agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subgrantee or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subgrantee's property or equipment inventory system.
 - ii. Subgrantee's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

- iv. Subgrantee must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subgrantee shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
 - v. Subgrantee must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subgrantee is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subgrantee agrees to comply with 44 CFR Part 13.32.e when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subgrantee shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subgrantee shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subgrantee if Subgrantee provides written certification to OEM that it will use the property and equipment for purposes consistent with the Emergency Management Performance Grant Program.
- c. **Subagreement indemnity; insurance.** *Subgrantee's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents 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 the other party to Subgrantee's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subgrantee's subagreement(s) from and against any and all Claims.*

Any such indemnification shall also provide that neither Subgrantee's contractor(s) nor any attorney engaged by Subgrantee's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subgrantee's contractor is prohibited from defending State or that Subgrantee's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subgrantee's contractor if State elects to assume its own defense.

Subgrantee shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. **Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subgrantee, or at such later date as may be established by OEM in such written notice, if:
- i. Subgrantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subgrantee is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subgrantee takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subgrantee's application.
- b. **Termination by Subgrantee.** Subgrantee may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subgrantee in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subgrantee; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. GENERAL PROVISIONS

- a. **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 OEM or Subgrantee with respect to which the 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which OEM is jointly liable with Subgrantee (or would be if joined in the Third Party Claim), OEM 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 Subgrantee in such proportion as is appropriate to reflect the relative fault of OEM on the one hand and of Subgrantee 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 OEM on the one hand and of Subgrantee 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. OEM's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if OEM had sole liability in the proceeding.

With respect to a Third Party Claim for which Subgrantee is jointly liable with OEM (or would be if joined in the Third Party Claim), Subgrantee 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 OEM in such proportion as is appropriate to reflect the relative fault of Subgrantee on the one hand and of OEM 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 Subgrantee on the one hand and of OEM 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. Subgrantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this 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. Each party shall bear its own costs incurred under this Section 11.b.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subgrantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

- f. **No Third Party Beneficiaries.** OEM and Subgrantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subgrantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subgrantee, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subgrantee or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether 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. 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.
- i. **Compliance with Law.** Subgrantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 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 the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Subgrantee, that employ subject workers who provide services 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subgrantee shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

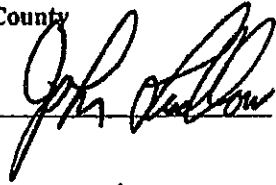
- k. **Independent Contractor.** Subgrantee shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subgrantee has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subgrantee performs the Project, except as specifically set forth in this Agreement. Subgrantee is responsible for determining the appropriate means and manner of performing the Project. Subgrantee acknowledges and agrees that Subgrantee is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, 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. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subgrantee, 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.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

Clackamas County

By

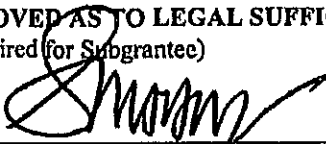


Name Chair John Ludlow
(printed)

Date 10-9-14 B.L.

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subgrantee)

By



Subgrantee's Legal Counsel

Date

9/24/14

Subgrantee Program Contact:

Sarah Stegmuller-Eckman
Clackamas County Emergency Management
2200 Kaen Road
Oregon City, Oregon 97045
503-650-3381
sarahste@clackamas.us

Subgrantee Fiscal Contact:

Judy Anderson-Smith
Clackamas County
2051 Kaen Road
Oregon City, OR 97045
503-742-5442
jsmith2@clackamas.us

OEM

By



Sean McCormick
Mitigation and Recovery Services Section Manager, OEM

Date 10-01-14

APPROVED AS TO LEGAL SUFFICIENCY
(For Grant Funds over \$150,000)

By Keith L. Kutler via email
Assistant Attorney General

Date September 19, 2014

OEM Program Contact:

Kelly Jo Craigmiles
EMPG Program Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22246
kelly.jo.craigmiles@state.or.us

OEM Fiscal Contact:

Dan Gwin
Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22290
dan.gwin@state.or.us

EXHIBIT A

Project Description and Budget.

I. Project Description

The FY2014 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2014 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subgrantee's jurisdiction. The funds from this agreement are meant to supplement a portion of Subgrantee's day-to-day operational costs for Emergency Management, as outlined in Subgrantee's approved Work Plan. The Work Plan may be updated upon approval by OEM.

II. Budget

There is a 50% cash match requirement on this grant.

Grant Funds:	\$253,799
Match Funds:	\$253,799
Total Budget:	\$507,598

Personnel	\$507,598
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Total (Grant plus Match)	\$507,598
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EXHIBIT B

Federal Requirements and Certifications

I. General. Subgrantee agrees to comply with all federal requirements applicable to this Agreement, including without limitation financial management and procurement requirements and maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), the Office of Management and Budget (OMB) Circulars, Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (44 CFR Part 13.35). Subgrantee shall establish procedures to provide for effective use and dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying.** Subgrantee is required to comply with 44 CFR Part 18, *New Restrictions on Lobbying*. The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. Subgrantee understands and agrees that no funds provided under this Agreement may be expended in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. These lobbying prohibitions can be found at 31 USC § 1352.
- C. Compliance with Applicable Law.** Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 44 CFR Part 13, including without limitation:
 - a. Using Grant Funds only as allowed by 44 CFR 13.22 (a) and in accordance with applicable cost principles described in 44 CFR 13.22(b), including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies;
 - b. Actively tracking and monitoring property and equipment purchased by Subgrantee or its contractors in whole or in part with Grant Funds, and 44 CFR Part 13.32(e) when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 2. OMB Circular A-102, Grants and Cooperative Agreements With State and Local Governments.
 3. Audit Requirements set forth in 2 CFR 200.21 (OMB Circular A-133).

4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
5. USA Patriot Act of 2001, as amended, 8 USC § 1105, 1182, 1189.
6. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
7. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
8. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subgrantee may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

1. **Non-discrimination and Civil Rights Compliance.** Subgrantee, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, as amended, and related nondiscrimination regulations in 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, as amended.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12189.
 - d. Age Discrimination Act of 1975, 42 USC § 6101.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.

If, during the past three years, Subgrantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subgrantee must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subgrantee, or Subgrantee settles a case or matter alleging such discrimination, Subgrantee must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.

2. **Equal Employment Opportunity Program.** Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subgrantee must maintain a current copy on file.
3. **Services to Limited English Proficient (LEP) Persons.** Subgrantee, and any of its contractors and subcontractors agrees to comply with the requirements of Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and

resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subgrantee must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subgrantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

1. Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
 - b. National Historic Preservation Act, 16 USC § 470 et seq.
 - c. Endangered Species Act, 16 USC § 1531 et seq.
 - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subgrantee shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subgrantee, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.

- F. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subgrantee must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

G. Drug Free Workplace Requirements (2 CFR Part 3001). Subgrantee agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, as amended, (41 USC § 701 et seq.), which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subgrantee must notify this office if an employee of Subgrantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

H. Human Trafficking (2 CFR Part 175). Subgrantee, employees, contractors and subrecipients under this Agreement and their respective employees may not:

1. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
2. Procure a commercial sex act during the period of time the award is in effect; or
3. Use forced labor in the performance of the subgrant or subgrants under the award.

Subgrantee must inform OEM immediately of any information Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. Subgrantee must include these requirements in any subgrant made to public or private entities.

I. Fly America Act of 1974. Subgrantee agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

J Activities Conducted Abroad. Subgrantee agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

K. Acknowledgement of Federal Funding from DHS. Subgrantee agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

L. Copyright (44 CFR Part 13.34). Subgrantee agrees to comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subgrantee grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Subgrantee

shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award.

- M. Use of DHS Seal, Logo and Flags.** Subgrantee agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- N. Personally Identifiable Information (PII).** Subgrantee, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- O. Federal Debt Status.** Subgrantee shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subgrantee shall require in its first tier subagreements with entities 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 ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. 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 State. Subgrantee shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subgrantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subgrantee shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subgrantee permit work under a subagreement when Subgrantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subgrantee is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate

limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"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 Subgrantee'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 OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM 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 Subgrantee 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. Subgrantee 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.



ELLEN CRAWFORD
DIRECTOR

JUVENILE DEPARTMENT

September 10, 2015

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement between City of Oregon City and
Clackamas County for Oregon City Enhancement Grant Funds

Purpose/Outcomes	Funds received will be used to build a shed on County property near the existing garden to safely and securely store supplies and equipment utilized in the garden area; start a worm farm that will produce a rich, chemical-free soil for the garden; and allow for recycling of food and other non-food waste; to provide guest speakers and field trip opportunities for youth; and to pay youth stipends for their work which will be used to pay restitution to victims.
Dollar Amount and Fiscal Impact	The maximum contract value is \$9,120.00.
Funding Source	City of Oregon City; match dollars are required (\$300 in cash and \$2,255 in-kind services are being used)
Safety Impact	
Duration	Effective July 1, 2015 through June 30, 2016
Previous Board Action	
Contact Person	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
Contract No.	0607133

BACKGROUND:

Last year GREEN Corp received \$14,977.80 from the Metro Enhancement Grant to fund the building of 14 raised garden beds, the purchase of additional beehives and equipment for the collection of coffee grounds.

This year we were awarded \$9,120 from the Metro Enhancement Grant to fund the replacement of an old shed to safely and securely store equipment and supplies, start a worm farm, enhance youth exposure to GREEN corps related topics by providing experiential activities and field trips, and to provide stipends to youth which will be used to pay restitution owed to victims.

RECOMMENDATION:

Staff recommends the Board approval of the Enhancement Grant Agreement.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ellen Crawford".

Ellen Crawford, Director
Juvenile Department

For more information on this issue or copies of attachments, please contact Crystal Wright at 503-655-8342 ext 7112.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF OREGON CITY AND CLACKAMAS COUNTY ON BEHALF OF
THE CLACKAMAS COUNTY JUVENILE DEPARTMENT
FOR
OREGON CITY ENHANCEMENT GRANT FUNDS**

THIS AGREEMENT is made and entered into by the City of Oregon City ("City") and Clackamas County through the Clackamas County Juvenile Department ("Sponsor"). The City has designated the project described in the proposal submitted at the June 11, 2015 City Enhancement Meeting as the "Enhancement Project", called the GREEN Corps Fresh Start Expansion project. To assist City in completing the Enhancement Project, City will compensate Sponsor who will engage youth under the direction of the Clackamas County Juvenile Department to provide youth services under the terms herein. Upon execution of this agreement, the parties agree to the following:

A. The City agrees to:

1. Provide a grant to the Sponsor in the amount of \$9,120.00 to assist in completing the Enhancement Project. Any receipts/invoices submitted for reimbursement shall be dated between 7/1/15 to 6/30/16.

B. The Sponsor agrees to:

- Complete all improvements and activities as described in the Enhancement Project Grant Project Proposal, attached as Addendum A, within the specified time of 7/1/15 to 6/30/15, provided sufficient grant funds are available. Grant funds may be utilized for any of the following costs:
 - Materials
 - Equipment/Supplies
 - Event Costs
 - Youth Stipends
- 1. Sponsor's Enhancement project supervisor is Rachel Pearl ("Project Supervisor"). All mail related to the grant project will be sent to her attention at: Clackamas County Juvenile Department, 2121 Kaen Road, Oregon City, Oregon 97045.
- 2. The Project Supervisor shall provide all necessary administrative support to manage the project.
- 3. Provide the City with written progress reports at least quarterly or by October 2015, January 2016 and the final report by April 2016, unless completed earlier. The reports shall include the status of activities and an expenditure report indicating how the grant money has been spent up to this point.
- 4. Upon request, the City may allow Sponsor to draw up to 25 percent of the grant amount. Then, upon submission of receipts for the first advance and additional receipts for additional funds, the next grant amount will be released.

5. Provide the City with an exit report within 30 days of completion of the project. The report should include the following:
 - a. Brief description of the project
 - b. Description of project accomplishments.
 - c. Measures of performance (i.e., number of people served).
 - d. A final budget.
 - e. A narrative of how Metro Enhancement funds were spent.
 - f. A listing of additional sponsors of the project.
 - g. Any before and after photos of the grant project.
 - h. Any promotional material samples, including advertisements, flyers, posters, etc.

6. Failure to provide a final exit report will make Sponsor ineligible for future grants.

7. Any unspent grant money shall be remitted back to the City.

C. Indemnification.

CITY agrees to indemnify, save harmless and defend the Sponsor, its officers, commissioners, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault, or negligence of CITY or its employees. Sponsor agrees to indemnify, save harmless, and defend the CITY, its officers, commissioners, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault, or negligence of Sponsor or its employees subject to the limitations if applicable set forth in Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300.

D. Insurance.

Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274. Sponsor will provide liability insurance for those individuals on the project site for the purposes of all activities undertaken pursuant to this agreement and also provide adequate automobile insurance for any transport vehicle used to transport the youth workers. It is agreed to the extent permitted by law that Sponsor's self-insurance shall meet the obligations of this paragraph.

E. If the Sponsor fails to comply with the provision of youth services as provided in this agreement within the designated timeframe, the Sponsor shall remit back to the City the amount of the grant attributable to the failure. The deadline for completing the Grant Project may be extended upon mutual agreement between the parties. Such extension shall be requested in writing by May 1, 2016, and may be approved by the City Enhancement Committee at their next meeting.

F. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, neither party is liable for incomplete projects.

Signature page follows

Signed this _____ day of _____, 2015.

City of Oregon City

By _____
Wyatt Parno
Finance Director

By _____
David Frasher
City Manager

Sponsor
Clackamas County Board of County
Commissioners

By _____
John Ludlow, Chair

By _____
Mary Raethke
Recording Secretary

Review and approved by
County Counsel
Kim Ybarra 8/31/2015



ELLEN CRAWFORD
DIRECTOR

JUVENILE DEPARTMENT

April 29, 2015

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

Dear Grant Committee,

GREEN Corps Fresh Start is an educational program in Oregon City that provides valuable training in work and life skills, as well as horticulture and small business management for at-risk youth. The program was established in 2011 as a partnership between the Clackamas County Juvenile Department and Oregon State University Extension Service-Clackamas County. The program engages youth in community-based food production and landscaping, physical activity, nutrition, safe food handling, and business management. Youth plant, grow and harvest organically-grown produce in a quarter acre garden on the Clackamas County Red Soils campus. Youth sell the produce from the garden, honey harvested from hives located near the garden, as well as fresh smoothies and coffee drinks, at the Oregon City Farmers Market.

Funding is being requested through Oregon City-Metro Enhancement Grant to expand current program offerings. GREEN Corps is seeking funds to support the building of a shed near the garden, establish a worm farm, provide pro-social activities and excursions for GREEN Corps youth, and provide stipend funds to be earned by youth to pay restitution to their victims.

The projects being proposed meet five of the ten goals outlined:

- Increasing attractiveness /market value of residential, commercial or industrial areas.
- Improves safety with the City.
- Increases recycling efforts to provide a reduction in solid waste.
- Increases employment or economic opportunities for City residents.
- Provides work or training opportunities to benefit youth, seniors and low-income residents.

The program is requesting \$9,120 in funding from the Oregon City-Metro Enhancement Grant, with matching funds totaling \$2,555, for a total project budget of \$11,675.

We appreciate the committee's consideration of this proposal.

Sincerely,

Rachel Pearl
Coordinator, Community Connection and GREEN Corps
Clackamas County Juvenile Department



**Oregon City-Metro Enhancement Grant
Application for Funds
July 1, 2015 through June 30, 2016**

Before filling out this form, please read the Oregon City-Metro Enhancement Grant Application Information for complete submittal instructions and to be sure that your proposal qualifies for funding. Applications must be received by 5:00 pm on Wednesday, April 29, 2015 to be considered for funding. Applications received after the deadline will not be accepted. Liability insurance coverage may be required. Limit answers to the space provided.

Title of Project GREEN Corps Fresh Start Expansion

Organization Clackamas County Juvenile Department

Is this a Non-Profit Organization? Yes No

Non-Profit Federal tax exempt ID Number _____

Address 2121 Kaen Road

City, State, Zip Oregon City, OR 97045

Project Coordinator Rachel Pearl Phone 503-655-8342 x7134

Email rachelpea@clackamas.us

Chairperson of Governing Board (If Applicable) _____

Phone _____

Signature *Elton Crawford*

(The person authorized to represent the organization must sign the application with a digital signature or actual signature on a hard copy.)

*****Complete the budget sheet on page 7 first.**

Amount totals from that sheet will auto fill into this table

Grant Amount Requested:	\$9,120
+ Matching Funds (Cash):	\$300
+ In-Kind Matching Funds:	\$2,255
= Total Cost of Project:	\$11,675

Proposal Information

1. Is this your first grant application to the Oregon City-Metro Enhancement Committee?
Yes No

2. Have you received an Oregon City-Metro Enhancement Grant in the last 3 years?
Yes No
If yes, please describe the projects/programs for which you received funding.

Last year the GREEN (Growing Resources for Economic and Equitable Nutrition) Corps/Fresh Start program received \$14,977.80 to fund the building of fourteen raised garden beds, the purchase of additional beehives and equipment for the collection of coffee grounds.

3. If you received an Oregon City-Metro Enhancement Grant last year, what is the status of the project?

Two of the raised garden beds were built in the fall of 2014. The remaining twelve beds will be completed in May.

The two new hives will be installed in May.

Collection of the coffee grounds began August 21, 2014 and to date GREEN Corps youth have collected 1,760 pounds of coffee grounds.

Youth donated 3,900 pounds of produce and earned \$12,600 in stipends.

4. Will this grant-funding request be used for the first phase of a project, with possible grant requests for future phases?
Yes No
If yes, please explain.

The funds requested are for the expansion of the existing GREEN Corps program, through the addition of new components.

5. Briefly describe the project for which you are requesting funds.

The Clackamas County Juvenile Department is requesting funds through the Oregon City-Metro Enhancement Grant to support the expansion of the GREEN Corps Fresh Start program. The GREEN Corps Fresh Start program was established in 2011 as a partnership between the Clackamas County Juvenile Department and the OSU Extension Service. A major goal of GREEN Corps is to provide youth offenders with opportunities to develop positive social skills and transferable work and life skills. The program operates as a youth employment training program that provides training in horticulture, organic farming, forestry and small business management. The program engages at-risk youth in community-based food production and landscaping, physical activity, nutrition, safe food handling, and business management. The youth plant, grow and organically-grown produce on a quarter-acre garden located on the Clackamas County Red Soils campus in Oregon City. Youth sell the produce and honey harvested from the program's bee hives, as well as fresh smoothies and coffee drinks at the Oregon City Farmers Market from May through October each year. The program has a goal of becoming self-sustaining through the sales of goods produced.

GREEN Corps is seeking funding to build a shed near the garden to safely and securely store the supplies and equipment utilized in the garden area; start a worm farm that will produce a rich, chemical-free soil for the garden and allow for the recycling of food and other non-food waste thus reducing waste that would otherwise be sent to the landfill. Additionally, funding to provide guest speakers and field trip opportunities to youth, and to pay youth stipends is being requested.

The funds requested would provide the financial resources necessary to: 1) purchase materials and supplies to build a shed; 2) purchase supplies to establish a worm farm; 3) purchase supplies for the collection of food and other non-food waste; 4) enhance youth exposure to GREEN Corps related topics by providing experiential activities and field trips; and 5) provide stipends to GREEN Corps youth, which will be used to pay restitution owed to victims.

6. Describe why this project was selected and the community need(s) to which it will respond.

The Clackamas County Juvenile Department is dedicated to community safety; with the goal of holding youth offenders accountable by facilitating victim and community restoration. CCJD collaborate with community partners to assist in positive youth development and strengthening families. The department has developed and implemented many community service, employment training, work experience and skills group programs for youth.

Youth that have become involved in the juvenile justice system face significant barriers to education and employment. The GREEN Corps Fresh Start program was developed to address these barriers and provides youth opportunities to: 1) integrate into the community in a positive and restorative manner; 2) develop skills; and 3) gain meaningful job training and experience; while enabling them to repair harm in the community through community services work and produce donations to food banks.

GREEN Corps encourages the development of pro-social relationships with positive adult mentors and community organizations/agencies and cultivate these relationships to develop references to obtain employment. In an effort to foster this relationship building and reducing the barrier to pursuing an education, youth are introduced to Clackamas Community College. Youth are enrolled and familiarized with CCC and are eligible to earn college credit for their hours in the program. Additionally, many of the program's partners are local farmers who provide training days on their farms and have offered internship opportunities to GREEN Corps youth.

7a. Identify and describe how your proposal meets one or more of the goals for funding (check those below that apply and describe by item number below).

<input checked="" type="checkbox"/>	1. Increase attractiveness/market value of residential, commercial or industrial areas.	<input checked="" type="checkbox"/>	6. Increase recycling efforts to provide a reduction in solid waste.
<input type="checkbox"/>	2. Enhance new or existing wildlife, riparian, wetlands, forests or river areas.	<input checked="" type="checkbox"/>	7. Increase employment or economic opportunities for City residents.
<input type="checkbox"/>	3. Preserve or increase recreational areas and programs within the City.	<input type="checkbox"/>	8. Rehabilitate or upgrade the market value of housing or commercial property.
<input checked="" type="checkbox"/>	4. Improve safety within the City.	<input checked="" type="checkbox"/>	9. Provides work or training opportunities to benefit youth, seniors and low-income residents.
<input type="checkbox"/>	5. Result in significant improvement in the cleanliness of the City.	<input type="checkbox"/>	10. Enhance art and culture within the City.

7b. List by item number in 7a and describe how the project meets the each goal.

1. Replacement of an existing shed that is in poor condition, with a shed that is more attractive, sturdy and secure will complement the other improvements that have been made to the garden area.

4. The Clackamas County Juvenile Department is committed to community safety. Its goal is to hold youth offenders accountable by facilitating victim and community restoration. CCJD collaborates with community partners to assist in positive youth development and strengthening families. CCJD has implemented many community service, employment training, work experience and skill group programs for youth. The department utilizes evidence-based, positive youth development programs to reduce crime and recidivism among youth.

6. Food and other non-food waste will be collected in the Juvenile Department's lunchroom, eliminating waste that would otherwise be destined for the landfill. This waste will be used as the food source for the worm farm. GREEN Corps will also continue to recycle plant waste from the garden into compost, which is returned to the garden as fertilizer; and collect 1000-2000 pounds of coffee grounds from Clackamas County offices which is also recycled into compost.

7. Youth in the GREEN Corps program get work experience, serve in internship positions with local small businesses to develop job skills and a solid work ethic, and earn stipends. Youth are also receive instruction in business management skills and create their own social enterprise.

9. GREEN Corps is a workforce development program for at-risk youth in Clackamas County.

8. Project Period: Twelve months
 (Number of months in duration)
 Beginning Date: July 1, 2015
 Ending Date: June 30, 2016

9. What is the geographic area of Oregon City where the project will take place?

The GREEN Corps program is located at the Juvenile Department on Clackamas County's Red Soils Campus in Oregon City.

10. How will the community benefit by your project? What is the estimated number of people affected and anticipated outcome(s)?

The many community benefits of the GREEN Corps Fresh Start program include: 1) providing at-risk youth with a positive means to perform community service with practical, social, health and environmental benefits; 2) training for youth in horticulture, food safety, and business skills; 3) building community and encouraging inter-generational teaching and learning; 4) enhancing landscape features of the Red Soils Campus and providing habitat for beneficial insects, birds, etc.; 5) providing site-based educational opportunities through public garden sites; and 6) model organic food production, healthy eating, and active life-styles in high-profile settings.

It is estimated that at minimum 20 youth and 25 adults (including staff, interns and volunteers) will participate directly in the program during the 2015-16 GREEN Corps season. Youth will interact with the thousands of attendees of the Oregon City Farmers Market and other community events. Last year, in addition to the 30 Market days, GREEN Corps youth participated in 16 other community events. Additionally, scores of visitors will see the gardens on the County's Red Soils campus.

11. What community resources will be used as support for this project (i.e. community, city-owned property, city departments, transportation services or other civic groups)?

There are many partnerships and community resources that make the GREEN Corps program and its related projects possible, including Clackamas County's Juvenile and Facilities departments, Oregon State University (OSU) Extension Service, Schoolyard Farms, Clackamas Service Center (CSC), Oregon City Farmers Market, and numerous small business and farms in Clackamas County.

The garden is located on county-owned property and OSU Extension provides the salary for the garden educator from Schoolyard Farms. The educator works with youth to plan and manage the garden, train the youth in urban horticulture, and manage the GREEN Corps bank accounts. Youth glean produce from the OSU Extension Service farm to donate to the CSC food bank, and the Oregon City Farmer's Market provides space for the GREEN Corps Fresh Start Market at for a minimal charge. Additionally, small businesses and farms provide life and job skills training and work experience opportunities for youth.

12. Briefly describe prior experience managing similar projects, including any past enhancement projects.

GREEN Corps utilized grant funds for program enhancement and expansion. In addition to the enhancement grant awarded for 2014-15, the program also received a grant award to fund the construction of a covered wood storage area. The covered area houses the wood prepared for sale by GREEN Corps youth as part of the forestry component of the program.

13. List anticipated project milestones and dates (e.g. groundbreakings, significant facility improvements, large gatherings of volunteers, public meetings, conferences, special activities and events).

*Summer 2015 - Purchase work farming equipment and supplies
Prepare area for shed
Introduce food scarp collection practices and goals to Juvenile Department staff*

*Late Summer & Fall 2015 - Begin collecting food waste from Juvenile Department lunchrooms
Build/assemble shed*

*Fall 2015 - Spring 2016 - Collect and weigh food scraps
Provide experiential opportunities for youth (ie. activities/field trips)*

14. An exit report will be included as part of the OC-MEC agreement. Describe the measurements you will use to assess the program/project effectiveness. In other words, how will the effectiveness of the program/project be tracked and evaluated (i.e. number of people served; improvements and/or beautification; number of volunteers attracted; amount of area cleaned or rehabilitated, etc.)? Be sure to describe project goals, changes and noticeable benefits that will come about as a result.

- 1. Shed building project, including cost, time line of construction and number of youth participating*
- 2. Status of worm farm*
- 3. Weight of food scraps collected*
- 4. Weight of produce harvested from the CCJD garden, amount sold and amount donated*
- 5. Number and description of activities and field trips made available to youth*
- 6. Number of hours contributed by volunteers to the GREEN Corps program*
- 7. Youth involved in the GREEN Corps program, including hours worked, stipends and college credits earned*

15. List sources of support for in-kind matching support (e.g. volunteer hours and donations). In order to estimate the value of donated volunteer time, use \$22.55. (This is the value of volunteer labor time as of 1/10/15, according to the Independent Sector and The Bureau of Labor Statistics).

Item	Source of Support	Estimated Value (\$)
<i>Volunteer hours</i>	<i>CCJD Volunteers</i>	<i>\$2,255</i>

16. List all grants applied for in support of this project and commitments confirmed to date.

GREEN Corps has not applied for other grants to support the project proposed in this grant application.

17. What is the percentage of OC-MEC funds to be used for personnel services or administrative costs? 0%

18. Will the administrator be a paid position? Yes No

19. Proposed Budget—on the following page please complete the proposed budget. Modify line items as needed to reflect proposed expenses.

- Column A: Show grant monies needed for the program/project.
- Column B: Show cash matching funds.
- Column C: Show donations or in-kind volunteer labor (from question 15).
- Column D: Totals for each category.

****These figures will be transferred to the table on the first page of this application.

Proposed Budget

Suggested List (not inclusive)	(A) OC-MEC Grant Dollars	(B) Matching Funds (Cash)	(C) In-Kind Matching Support	(D) Total
Personnel Services (salaries, administration)				\$0
<i>Volunteer hours</i>			\$2,255	\$2,255
Project Administration costs (clerical, advertising, graphics, printing, postage)				\$0
				\$0
Materials	\$1,750	\$300		\$2,050
				\$0
Equipment/Supplies	\$520			\$520
				\$0
Construction Costs				\$0
				\$0
Event Costs <i>Activities/field trips</i>	\$850			\$850
				\$0
Transportation Costs				\$0
				\$0
Insurance Costs (if needed)				\$0
Additional Costs (List) <i>Youth Stipends</i>	\$6,000			\$6,000
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
Totals	\$9,120	\$300	\$2,255	\$11,675

Oregon State
UNIVERSITY

Extension Service
May 4, 2015

OSU Extension Service Master™ Gardener Program
Clackamas, Multnomah, and Washington counties
Address: 200 Warner-Milne Rd. Oregon City, OR 97045
Phone: 503-655-8631 Fax: 503-655-8636
Web: www.metromastergardeners.org



Members of the Committee:

As an on-going community partner with Clackamas County Juvenile Department, I am pleased to support the GREEN Corps Fresh Start Expansion project. GREEN Corps Fresh Start provides a valuable community service to connect at-risk youth with community-based food production and business management. Through this program youth gain hands-on experience in horticulture and other social enterprises, while learning valuable employment skills, getting physical exercise and eating healthy food.

For the expansion project, I will provide technical support. Also, OSU Extension Service will continue to provide on-going support for the GREEN Corps by paying Schoolyard Farms to provide horticulture education for the youth.

Thank you for your consideration of GREEN Corps Fresh Start program expansion for the Oregon City-Metro Enhancement Grant. This project improves the Oregon City community and will contribute to the on-going success of the GREEN Corps program.

Sincerely

Weston Miller
OSU Extension Service

A handwritten signature in cursive script that reads "Weston Miller".



May 4, 2015

Dear Committee Members:

As a partner of the Clackamas County Juvenile Department, Schoolyard Farms is pleased to express support for the GREEN Corps Fresh Start expansion proposal. The GREEN Corps program provides educational and employment training opportunities to at-risk youth in Clackamas County.

Through the program youth are provided training in horticulture, organic farming, forestry and small business management.

For the last two years Schoolyard Farms has served as the Garden Educator for the Fresh Start Youth Farm, providing horticulture education for youth. In addition, Schoolyard Farms is the project operator for the First Step program, the young offender stipend-earning program piloted in August 2014.

Thank you for your consideration of the proposal from the Clackamas County Juvenile Department for GREEN Corps Fresh Start program expansion. This expansion, funded through the awarding of an Oregon City-Metro Enhancement Grant, will offer additional opportunities for youth to connect to and explore their communities, learn valuable skills and live healthier lives.

Sincerely,

A handwritten signature in black ink, appearing to read "Courtney Leeds".

Courtney Leeds
Executive Director

From: [Russell, Angela](#)
To: [Michele Beneville](#)
Subject: OC-Metro Enhancement Grant Cover Letter and Application
Date: Wednesday, April 29, 2015 3:47:04 PM
Attachments: [OC-Metro Enhancement Grant Application.pdf](#)
[OC-Metro Enhancement Grant Cover Letter.pdf](#)

Good Afternoon Michele,

Attached please find the cover letter and application for the Oregon City-Metro Enhancement Grant from the Clackamas County Juvenile Department.

Thank you

Angie Russell

Program Administrative Assistant

Clackamas County Juvenile Department
2121 Kaen Road
Oregon City, OR 97045
503-655-8342 x7135
Fax: 503-655-8448

<http://www.clackamas.us/juvenile>

In keeping with Clackamas County's sustainability goals, the Juvenile Department is open Monday – Thursday, 7:00 A.M. to 6:00 P.M., and is closed on Fridays. For custody issues, the Clackamas County Juvenile Intake and Assessment Center is open 24 hours a day, seven days a week.

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GARY BARTH
DIRECTOR

BUSINESS & COMMUNITY SERVICES

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

September 10, 2015

Board of County Commissioner
Clackamas County

Members of the Board:


A Board Order Approving the Clackamas County Public Oral Auction to Disperse Tax Foreclosed and Surplus Properties October 21, 2015 and the Government Distribution to Clackamas County DTD Road Maintenance.

Purpose/Outcomes	Public Oral Auction to return tax foreclosed parcels to the tax rolls generating property tax revenue for all taxing jurisdictions within Clackamas County. The Government transfer will allow DTD to maintain the section of road that abuts the property without having to obtain an easement from a private party.
Dollar Amount and Fiscal Impact	Proceeds from property sales in excess of the actual expenses incurred by the County to operate the program may be distributed by the County Treasurer to all taxing entities within Clackamas County. Dollar amount varies depending on the auction results.
Funding Source	No General Fund resources are currently allocated to this program.
Safety Impact	Limit the liability on these parcels by returning them to the tax rolls.
Duration	The auction is held at least annually. Government distribution lists are sent out prior to all auctions.
Previous Board Action	A Study Session with the Board of County Commissioners was held on August 11, 2015 to discuss these parcels. The Board approved the list of properties for the October 21, 2015 Public Oral Auction as well as the government distribution of 22E29DD00900 to DTD Road Maintenance.
Contact Person	Rick Gruen, Property Resources Manager 503.742.4345

BACKGROUND: Clackamas County's Department of Assessment and Taxation annually forecloses on tax-delinquent properties. The foreclosure process is a six year process – taxes must be delinquent for three years, then a two year judgment is filed and in the sixth year foreclosure occurs and the property is deeded to the County in lieu of uncollected taxes. Following the recording of the deed in the County's name, the management and disposition is then transferred to the Property Resources Division of the Department of Business and Community Services. Property Resources Division is tasked with managing, administering and dispersing of tax foreclosed real property assets in a cost effective manner that will provide a County public benefit. Oregon Revised Statutes provides for Property Resources Division to recover annual operational expenses. No General Fund resources are currently allocated to this program

RECOMMENDATION: Staff recommends Board approval of the proposed Public Auction sale list including established minimum bids as well as the proposed government transfer to Clackamas County DTD Road Maintenance.

Respectfully submitted,


Gary Barth, Director
Business and Community Services

In the Matter of the Sale of Real
Property acquired by Clackamas
County by tax deed, gift or purchase.

ORDER NO.

Page 1 of 4

This matter coming before the Board of County Commissioners at this time, and it appearing to the Board that the real property parcels listed below, having been acquired by Clackamas County by tax deed, gift or purchase, are not currently in use for County purposes; and

IT FURTHER APPEARING a list of the proposed auction properties was circulated and reviewed by County Department Heads and other governmental agencies within Clackamas County and are therefore presumed surplus except for map number 22E29DD00900 which was approved for government transfer to DTD Roads Maintenance.

IT FURTHER APPEARING to the Board that the following properties should be offered for public sale for not less than the minimum price specified herein and in compliance with applicable portions of ORS Chapter 275.110. That the Government Transfer amount not to be less than the designated amount applicable to BCS Property Resources Policies and Procedures;

NOW, THEREFORE, the Board finds that the real property parcels listed below are surplus, map number 22E29DD00900 is approved for government transfer, and selling them is in the best interest of the citizens of Clackamas County.

IT IS HEREBY ORDERED that the following properties shall be offered for sale for not less than the minimum price specified herein and in compliance with the applicable portions of ORS Chapter 275.110 at 10:00 a.m. on October 21, 2015.

Parcels may be encumbered with restrictions, easements, conditions and covenants.

In the Matter of the Sale of Real
Property acquired by Clackamas
County by tax deed, gift or purchase.

ORDER NO.

Page 2 of 4

Public Oral Auction
Clackamas County Surplus Real Estate
Location: Development Services Building
Auditorium - Room 115
150 Beaver Creek Rd.
Oregon City, OR 97045

October 21, 2015
REGISTRATION begins at 9:00 a.m.
AUCTION begins at 10:00 a.m.

***** 4 Listings *****

Information regarding the auction can be found at the following:

Clackamas County Web site: www.clackamas.us/property
Clackamas County Property Resources office at 150 Beaver Creek Rd.,
(Development Services Building) in Oregon City
Property Resources Property Agent at 503.742.4384

PLEASE BE ADVISED THAT CLACKAMAS COUNTY RESERVES THE RIGHT TO WITHDRAW PROPERTIES AT ANY TIME PRIOR TO SALE.

***** Auction will be conducted in English and in U.S. currency only *****

Item #	Description	Assessed Real Market Value \$	Minimum Bid \$	Deposit Amount- 20% of the Minimum Bid
1	22E08CB00124 Unimproved Land- 6420 Mabel Ave Milwaukie, OR 97267 • Approximately .48 Acres	\$119,985	\$59,993	\$11,999
2	23E05D 01100 Improved Parcel- 19292 SE Sunnyside Rd Damascus, OR 97089 • Approximately .41 Acres	\$121,058	\$N/A Pending Appraisal	\$N/A Pending Appraisal
3	27E32DD01100 Unimproved Land- off of HWY 26 and Farragut Street • Approximately .23 Acres	\$34,533	\$8,634	\$1,727

In the Matter of the Sale of Real
 Property acquired by Clackamas
 County by tax deed, gift or purchase.

ORDER NO.

Page 3 of 4

4	32E05BA00802 and 32E05BA00803 Unimproved Land- off of Hood Street • Approximately .27 Acres Combined	\$83,600	\$N/A Pending Appraisal	\$N/A Pending Appraisal
GOVERNMENT TRANSFER TO CLACKAMAS COUNTY DTD ROADS MAINTENANCE				
Item	Description	Assessed Real Market Value	Transfer Value	
1	22E29DD00900 Unimproved Land- off of Redland Road and HWY 213 • Approximately .53 Acres	\$31,148	\$3,689	

In the Matter of the Sale of Real
Property acquired by Clackamas
County by tax deed, gift or purchase.

ORDER NO.

Page 4 of 4

IT IS FURTHER ORDERED that the Sheriff of Clackamas County, Oregon be and is hereby directed and authorized to sell the above described properties in the manner provided by law and for not less than the minimum price herein determined for the auction parcels; and

IT IS FURTHER ORDERED that the Sheriff of Clackamas County, Oregon is hereby directed to advertise the sale of the above described properties for auction, in a newspaper of general circulation, circulated and published in Clackamas County, once a week for four consecutive weeks prior to such sale. Such notice shall include the date, time and place of sale, the description of the properties or interests therein to be sold, the market value of the properties or interests as determined by a certified appraiser or the Clackamas County Department of Taxation and Assessment, the minimum price as fixed by the Board at the date of this order. The Sheriff shall further make a proof of publication of such notice in the same manner as proof of publication of summons is made and shall file such proof of publication with the county clerk. Copies of all Sheriff Sale documents shall be forwarded to the Property Resources section upon sale completion; and

IT IS FURTHER ORDERED that the Director or Deputy Director of Business and Community Services, is hereby authorized to act as representative of the Board of County Commissioners in the acceptance and execution of all documents necessary for the sales; and that the Director of Finance for Clackamas County is hereby authorized to execute all necessary documentation for the fulfillment of any contracts of sale associated with these sales at the time of fulfillment, as representative for the Board of County Commissioners.

DATED this 10th day of September, 2015

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



261 12

DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

September 10, 2015

Development Agency Board
Clackamas County

Members of the Board:

**Approval of the First Amendment to the Disposition and Development Agreement
with A4RK, LLC**

Purpose/ Outcomes	An amendment to the Disposition and Development Agreement to convey real property from the Clackamas County Development Agency to A4RK, LLC
Dollar Amount and Fiscal Impact	The agreement stipulates sale of the property for \$1,300,000.00
Funding Source	Not Applicable. No funding considered as a part of this property transaction
Safety Impact	Not Applicable
Duration	Amendment will extend the Developer due diligence period 180 days until March 7, 2016
Previous Action	Disposition and Development Agreement signed on January, 29 2015
Contact Person	Dan Johnson, Manager – Development Agency 503-742-4325 or danjoh@co.clackamas.or.us
Contract No.	Not Applicable

BACKGROUND:

The Development Agency executed a Disposition and Development Agreement (DDA) with A4RK, LLC on January 29, 2015 which outlines the conditions precedent to the sale of approximately 2.17 acres to the Developer for \$1,300,000.

Per the DDA, the Developer's due diligence period was 180 days with the option of two 30-day extensions. During this period, the Developer was to submit for and receive design review approval. The Agency was responsible for acquiring a shared parking agreement with the adjacent property owner concurrent with the due diligence period.

Both parties have diligently been working toward meeting the requirements set out in the DDA. However, additional time is needed in order for the Developer to receive design review approval and the Agency to acquire the shared parking agreement.

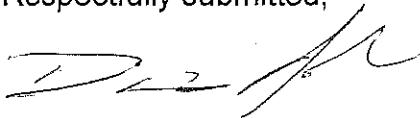
The amendment to the Disposition and Development Agreement, which the Board is being asked to approve today, will extend the Developer due diligence period 180 days in order to complete the required tasks precedent to the sale of the property.

RECOMMENDATION:

Staff respectfully recommends that the Board, as the governing body of the Clackamas County Development Agency, move by consent to:

- Approve the amendment to the Disposition and Development Agreement with the A4RK, LLC.
- Record the amendment to the Disposition and Development Agreement in the Deed Records of Clackamas County at no cost to the Development Agency.

Respectfully submitted,



Dan Johnson
Development Agency Manager

For information on this issue or copies of attachments, please contact
Dan Johnson @ 503-742-4325

FIRST AMENDMENT
TO DISPOSITION AND DEVELOPMENT AGREEMENT

This First Amendment to Disposition and Development Agreement (“**First Amendment**”) is made and entered into and is effective as of September __, 2015, by and between the CLACKAMAS COUNTY DEVELOPMENT AGENCY, the Urban Renewal Agency of Clackamas County, a corporate body politic (the “Agency”), and A4RK LLC, an Oregon limited liability company (the “Developer”). Terms not defined herein shall have the meaning ascribed to them in the Disposition and Development Agreement (defined below). Developer and Agency may be individually referred to as party and collectively as parties.

RECITALS

The parties entered into that certain Disposition and Development Agreement (“**DDA**”), dated February 11, 2015, the purpose of which is to effectuate the Clackamas Town Center Urban Renewal Plan (“**Plan**”) by providing for the disposition of certain real property and the development of the “Developer Improvements” on the “Property” by the Developer.

Pursuant to Section 3.4 of the DDA, The Developer must complete the design review process and obtain approval from the County Design Review Board.

Pursuant to Section 3.5 of the DDA, the Agency must secure certain parking rights, to the reasonable satisfaction of Developer, as a condition precedent to Developer’s obligation to purchase the Property, which parking rights are defined as the Shared Parking Agreement in the DDA.

Pursuant to Section 3.3 of the DDA, the Developer timely exercised both Extensions of the Due Diligence Period, which is set to expire September 9, 2015.

The Agency has not secured and is not expected to secure the Shared Parking Agreement before the expiration of the Due Diligence Period, as extended.

The Developer has not completed the design review process or obtained approval from the County Design Review Board.

In order to allow additional time for each party to diligently complete their respective conditions precedent in Sections 3.4 and 3.5 prior to the expiration of the Due Diligence Period, Agency and Developer desire to amend various terms of the DDA to, among other things, modify the Due Diligence Period.

Therefore, Agency and Developer agree to amend the DDA as follows:

1. Developer’s Due Diligence; Due Diligence Period. The Due Diligence Period, as defined in Section 3.3 of the DDA, shall be extended for an additional one hundred eighty (180) days after September 9, 2015. The Due Diligence Period, as extended by this First Amendment, will expire at 11:59pm on March 7, 2016.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

"AGENCY"

CLACKAMAS COUNTY DEVELOPMENT AGENCY, a corporate body politic

By: _____, Chair

"DEVELOPER"

A4RK, an Oregon limited liability company

By: Kirit Shah
Kirit Shah, Manager

STATE OF OREGON)
) ss.
County of Clackamas)



On this 3rd day of August, 2015, before me the undersigned, a notary public in and for such state, personally appeared Kirit S. Shah, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Chair of the Clackamas County Development Agency, a corporate body politic, and acknowledged to me that said Agency executed _____ the within instrument.

[Signature]

NOTARY PUBLIC FOR OREGON
My Commission Expires: 07/02/16

STATE OF OREGON)
) ss.
County of _____)

On this _____ day of _____, 2015, before me the undersigned, a notary public in and for such state, personally appeared Kirit Shah, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the manager of A4RK LLC, and acknowledged to me that said company executed the within documents.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____



Water Quality Protection
 Surface Water Management
 Wastewater Collection & Treatment

Gregory L. Geist
 Director

September 10, 2015

Board of County Commissioners
 Clackamas County

Members of the Board:

**APPROVAL OF INTERGOVERNMENTAL AGREEMENT
 BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 AND CLACKAMAS COUNTY
 FOR WORK ON THE
 TOLBERT STREET – SE 82ND DRIVE TO SE MINUTEMAN WAY PROJECT**

Purpose/Outcomes	Clackamas County Department of Transportation (DTD) is constructing a railroad overpass on Tolbert Street, which will require adjusting the finish grades on a number of existing sanitary sewer manholes. This agreement allows the DTD contractor to accomplish those adjustments on their schedule – and Clackamas County Service District No.1 (CCSD#1) will reimburse DTD for those actual costs.
Dollar Amount and Fiscal Impact	The agreement identifies the bid amounts for currently anticipated manhole adjustments as \$8,925.00 and is funded in the Clackamas County Service District #1 2015/2016 fiscal budget. If quantities increase during construction, this agreement allows for adjustments as agreed to by both DTD and CCSD#1.
Funding Source	Clackamas County Service District No.1
Safety Impact	Allows for the DTD contractor to coordinate adjusting rim elevations of existing manholes to new pavement grades – providing a smoother and safer driving surface for the public.
Duration	August 2015 through June 2016
Previous Board Action	None
Contact Person	Dewayne Kliewer, PE, Project Manager WES 503-742-4572
Project No.	437300 – Infrastructure Repair & Maintenance

BACKGROUND:

As a component of the Sunrise Corridor project, Clackamas County is constructing an overpass over the Union Pacific Railroad just east of SE Tolbert Street and SE 94th Avenue. The required changes in grades on existing adjacent streets will require adjustment of a number of existing sanitary sewer manholes belonging to Clackamas County Service District #1.

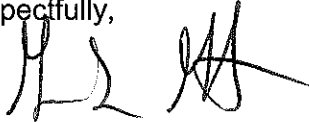
This agreement authorizes Clackamas County DTD to include that work in their construction contract and that Clackamas County Service District No. 1 will reimburse DTD for those costs when work is properly completed. This portion of the work is scheduled to be completed (and is budgeted for) in fiscal year 2015/2016.

RECOMMENDATION:

For these reasons, Staff recommends:

1. The Board of County Commissioners, acting as the governing body of Clackamas County Service District #1, a county service district ("District"), and as the Local Contract Review Board, approve the Intergovernmental Agreement between Clackamas County and Clackamas County Service District No. 1.

Respectfully,

A handwritten signature in black ink, appearing to read 'GL Geist', written over a horizontal line.

Gregory L. Geist
WES Director

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 and
CLACKAMAS COUNTY**

This INTERGOVERNMENTAL AGREEMENT (this "Agreement"), made and entered into on this _____ day of _____, 2015, by and between Clackamas County (hereafter called "COUNTY"), acting by and through its Department of Transportation and Development, and Clackamas County Service District No. 1 ("DISTRICT"), a county service district formed pursuant to ORS Chapter 451.

RECITALS

WHEREAS, DISTRICT entered into a master Intergovernmental Agreement with the COUNTY dated June 5, 2003 (hereafter called the "IGA") for projects involving both COUNTY and DISTRICT; and

WHEREAS, in Section 5, paragraph P, of the IGA, the COUNTY agrees to provide other services to DISTRICT in conjunction with construction and maintenance activities related to DISTRICT owned facilities; and

WHEREAS, COUNTY desires to construct the Tolbert Street Bridge Project, with improvements including roadway reconstruction and reconfiguration for a new railroad bridge overpass (hereafter called "PROJECT"); and

WHEREAS, the DISTRICT has an existing public sanitary sewer system within the County's Right-of-Way and desires to protect and adjust this sewer system; and

WHEREAS, it is in the best interest of the COUNTY and the DISTRICT that the parties jointly work together to provide coordination and construction of sanitary sewer system improvements ("Sanitary Sewer Improvements"); and

WHEREAS, ORS 190.003 *et seq.*, allows for intergovernmental agreements to achieve efficiencies and economies obtained thereby.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon completion and acceptance of the Sanitary Sewer Improvements that are to be constructed as a part of the PROJECT.
2. **Obligation of COUNTY:**
 - A. COUNTY agrees to construct the Sanitary Sewer Improvements, as described in and shown on the PROJECT plans, and at a cost as described in Exhibit A, attached hereto and incorporated by reference.
 - B. COUNTY agrees to incorporate the DISTRICT's sanitary sewer design into their construction contract documents and to administer the construction contract.

- C. The COUNTY agrees to require a one-year warranty for the Sanitary Sewer Improvements from the Contractor awarded the Bid. The COUNTY agrees to notify the DISTRICT in writing when the one-year warranty period begins and agrees to repair or correct deficiencies in the PROJECT work noted, in writing, by the DISTRICT before releasing the Contractor's warranty.
- D. Upon completion of the DISTRICT specific Sanitary Sewer Improvements, the COUNTY shall submit a reimbursement request to the DISTRICT.

3. Obligation of the DISTRICT:

- A. The DISTRICT agrees to reimburse the COUNTY for the actual construction costs for Sanitary Sewer Improvements, as identified in Exhibit A and as agreed to by DISTRICT ahead of any change orders necessitated by a change in quantities or by unforeseen field conditions.
- B. The DISTRICT agrees to provide inspection of the Sanitary Sewer Improvements at the DISTRICT's expense.
- C. The DISTRICT agrees to inspect and prepare a written list describing required repair work or deficiencies in the above described Sanitary Sewer Improvements no later than 30 days prior to the expiration of the one-year warranty period.

4. Work Plan and Scheduling of Work. The COUNTY intends to complete construction of the District's portion of the PROJECT by June 30, 2016. Nothing herein shall prevent the parties from meeting to mutually adjust the schedule, budget or the contents of Exhibit A. Each party shall use best efforts to coordinate with the other to minimize conflicts.

5. Changes. In the event either party changes plans or specifications or approves change orders that affect PROJECT costs following bid opening, the party requiring the change is financially responsible for any additional direct or indirect costs associated with the change. Notwithstanding the foregoing, neither party shall be liable for the additional PROJECT costs of the other party if changes in plans or specifications are made due to an act of God or other circumstances beyond the reasonable control of the party requiring the change or approving the change. The COUNTY shall consult with the DISTRICT prior to requiring or approving changes affecting the DISTRICT'S portion of the PROJECT.

6. Early Termination of Agreement. The DISTRICT and the COUNTY, by mutual written agreement, may terminate this Agreement at any time.

7. Indemnification. The COUNTY 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, of the COUNTY or the COUNTY'S officers, owners, employees, agents, or its subcontractors or anyone over which the COUNTY has a right to control.

The DISTRICT agrees to indemnify, save harmless and defend the COUNTY, 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, of the DISTRICT or the DISTRICT's officers, owners, employees, agents, or its subcontractors or anyone over which the DISTRICT has a right to control.

8. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
9. **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.
10. **Integration.** This Agreement contains the entire agreement between the DISTRICT and the COUNTY and supersedes all prior written or oral discussions or agreements.
11. **Amendments.** The DISTRICT and the COUNTY may amend this Agreement at any time only by written amendment executed by the DISTRICT and the COUNTY.
12. **Waiver.** The DISTRICT and the COUNTY 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.

[Signature Page Follows]

IN WITNESS HEREOF, the parties have executed this Agreement by the date set forth opposite their names below.

**Clackamas County
Department of Transportation and
Development**

**Clackamas County Board of County
Commissioners as the governing body of
Clackamas County Service District No. 1**

Chair

Chair

Date

Date

Approved as to Form:

County Counsel

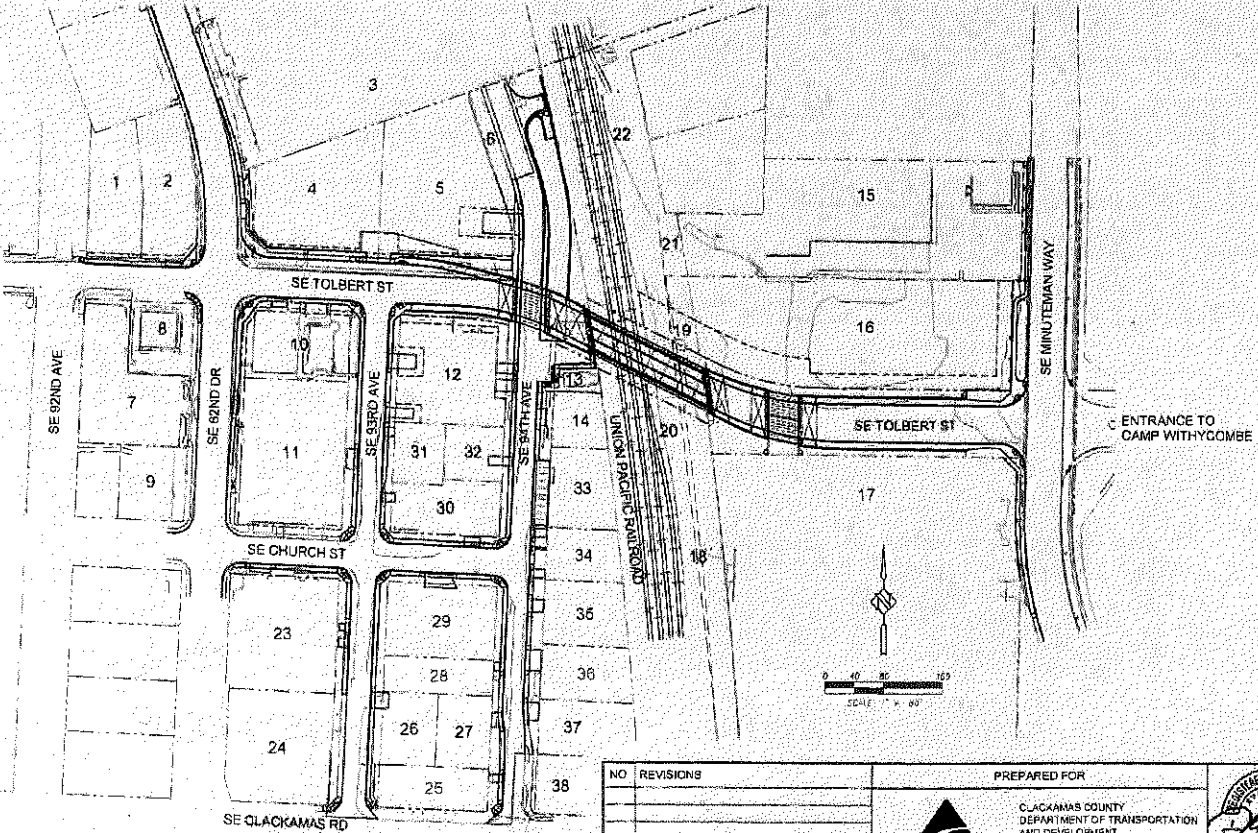
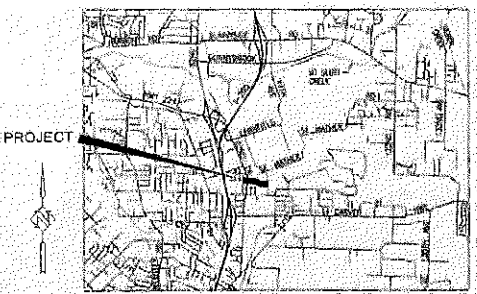
NOTE: THESE PLANS ARE 1/2 SIZE REDUCTIONS IF PRINTED ON 11"x17" MEDIA

TOLBERT STREET

SE 82ND DRIVE TO SE MINUTEMAN WAY
CLACKAMAS, OREGON
GRADING, STRUCTURES, & PAVING

SHEET INDEX

- 1.0 COVER SHEET, NOTES AND LEGEND (1.0 AND 1.1)
 - 2.0 TYPICAL SECTIONS (2.0 THRU 2.3)
 - 3.0 DETAILS (3.0 THRU 3.20)
 - 4.0 EROSION CONTROL DETAILS AND PLANS (4.0 THRU 4.5)
 - 5.0 CURB RETURN AND DRIVEWAY GRADE ELEVATIONS, SITE AND FRONTAGE IMPROVEMENTS, AND INTERSECTION SPOT GRADES (5.0 THRU 5.14)
 - 6.0 SE TOLBERT STREET - PLAN AND PROFILE (6.0 AND 6.1)
 - 7.0 SE TOLBERT STREET - PLAN AND PROFILE (7.0 AND 7.1)
 - 8.0 SE TOLBERT STREET - PLAN AND PROFILE (8.0 AND 8.1)
 - 9.0 SE 82ND DRIVE - PLAN AND PROFILE (9.0 AND 9.1)
 - 10.0 SE 82ND DRIVE - PLAN AND PROFILE (10.0 AND 10.1)
 - 11.0 SE 83RD AVENUE - PLAN AND PROFILE (11.0 AND 11.1)
 - 12.0 SE 83RD AVENUE - PLAN AND PROFILE (12.0 AND 12.1)
 - 13.0 SE 84TH AVENUE - PLAN AND PROFILE (13.0 AND 13.1)
 - 14.0 SE 84TH AVENUE - PLAN AND PROFILE (14.0 AND 14.1)
 - 15.0 SE 84TH AVENUE - PLAN AND PROFILE (15.0 AND 15.1)
 - 16.0 SE CHURCH STREET - PLAN AND PROFILE (16.0 AND 16.1)
 - 17.0 SE MINUTEMAN WAY - PLAN (17.0)
 - 18.0 PAVING AND ROAD LAYOUT PLANS (18.0 THRU 18.4)
 - 19.0 SWALE AT SE 84TH AVENUE AND DETAILS (19.0 AND 19.1)
 - 20.0 SWALE AT SE MINUTEMAN WAY (20.0)
 - 21.0 IRRIGATION PLANS AND DETAILS (21.0 THRU 21.3)
 - 22.0 PLANTING AND SEEDING PLANS AND DETAILS (22.0 THRU 22.5)
 - 23.0 ROADWAY CROSS SECTIONS (23.0 THRU 23.14)
 - 24.0 ROADWAY LIGHTING PLAN (24.0)
 - 25.0 PROPERTY OVERVIEW MAP AND RIGHT-OF-WAY ACQUISITION PLANS (25.0 THRU 25.3)
 - TS TRAFFIC SIGNAL PLANS (TS-1 THRU TS-7)
 - ITS INTERCONNECT PLANS (ITS-1 THRU ITS-11)
 - SS SIGNING/STRIPING PLANS (SS-1 THRU SS-10)
 - G GENERAL LAYOUT FOR BRIDGE AND WALL STRUCTURES (G1)
 - WD RETAINING WALL PLANS, ELEVATIONS & DETAILS (WD1 THRU WD22)
 - H BRIDGE PLANS - TOLBERT OVER 94TH (H1 THRU H10)
 - UP BRIDGE PLANS - TOLBERT OVER UPFR (UP1 THRU UP27)
 - P BRIDGE PLANS - TOLBERT OVER PRIVATE ROAD (P1 THRU P10)
 - PS PROTECTIVE SCREENING DETAILS (PS1 THRU PS4)
- OREGON STANDARD DRAWINGS
PRO256, BR140, BR141, BR145, BR185, BR216, BR223, BR270, TM9761



BID SET

NO. REVISIONS	PREPARED FOR			TOLBERT STREET COVER SHEET CLACKAMAS, OREGON		SHEET NO. 1.0
				CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT DEVELOPMENT SERVICES BLDG 150 BEAVER CREEK ROAD OREGON CITY, OR 97045	DESIGNED BY: DS/WH/PR TEAM	
				DATE: 4/23/2015	PROJECT NUMBER: CLA-69	

EXHIBIT A

Adjustments and repairs to portions of the existing sanitary sewer system manholes needed for new finish grades, to be completed by County contractor for County improvements on this project identified as "Tolbert Street - SE 82nd Drive to SE Minuteman Way - Grading, Structures & Paving", as bid June 30th, 2015. Unit price bids were obtained for the majority of work anticipated.

EXHIBIT "A"
DTD/CCSD#1 Intergovernmental Agreement
Tolbert Street Bridge Project
August 2015

ITEM	SPEC NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
119	00490	Minor Adjustment of Manholes	EA	9	\$ 825.00	\$ 7,425.00
119	00490	Major Adjustment of Manholes	EA	1	\$ 1,500.00	\$ 1,500.00
			Total - WES Improvements			\$ 8,925.00



Water Quality Protection
 Surface Water Management
 Wastewater Collection & Treatment

Gregory L. Geist
 Director

September 10th, 2015

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement Amendment between Clackamas County Service District No. 1 and Surface Water Management Agency of Clackamas County, and the Regional Coalition for Clean Rivers and Streams to Provide Community Education about Reducing Impacts of Polluted Storm Runoff

Purpose/Outcomes	This IGA amendment allows the Regional Coalition for Clean Rivers and Streams to continue to provide community education about polluted storm runoff for Clackamas County Service District No. 1 ("CCSD#1") and the Surface Water Management Agency of Clackamas County ("SWMACC"). The education will result in greater awareness of stormwater pollution and actions property/business owners can take to reduce impacts on streams.
Dollar Amount and Fiscal Impact	CCSD#1 and SWMACC contributions total \$8,389. This is currently a 2015-16 budgeted expense.
Funding Source	Monthly surface water fees paid by property owners within CCSD#1 and SWMACC.
Safety Impact	None.
Duration	Effective September 2015 and terminates March 2016.
Previous Board Action/Review	The proposed IGA amendment will extend an existing agreement signed by the Board in July 2010 (Board Order No. 7/29/10 IV.1) that expires in September 2015. The Board first entered into this regional partnership on behalf of CCSD#1 in February 2001 and SWMACC in July 2010.
Contact Person	Ron Wierenga, x4581

BACKGROUND: The Clackamas County Board of County Commissioners first signed an intergovernmental agreement with the partners of the Regional Coalition for Clean Rivers and Streams on behalf of CCSD#1 in February 2001 and SWMACC in July 2010. To date the Regional Coalition continues to coordinate, develop and implement a regional public awareness and media campaign consistent with certain NPDES stormwater permit conditions and ESA goals for fish restoration. Over the years the partners of the Regional Coalition have changed, and currently include Clean Water Services, Clackamas County Service District No.1 and Surface Water Agency of Clackamas County, Multnomah County, and Clark County.

The existing members of the Regional Coalition intend to continue this successful partnership in the future; however, feel it is a good time to refocus the effort and solicit new partners for greater involvement and efficiency. This proposal for a 6-month continuation of the current IGA allows the

partners to continue their "The River Start's Here" campaign through media and events while also doing the aforementioned capacity building, before entering into another 5-year IGA for the program.

CCSD#1 and SWMACC obligations are population-prorated contributions of the \$27,878 budget, which total \$8,389. This is a budgeted expense in the districts' 2015-16 surface water budgets.

RECOMMENDATION: Approve the proposed amendment to the 2010 Regional Coalition for Clean Rivers and Streams IGA to continue services through March 2016.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "G. Geist", written in a cursive style.

Gregory Geist
Director

Amendment No. 1
to
Intergovernmental Cooperative Agreement
for the
Regional Coalition for Clean Rivers and Streams

This amendment modifies the intergovernmental cooperative agreement (“the ICA,” attached hereto as Attachment 1) that was executed on September 14, 2010. This amendment will be effective as of the last date of signature below (“the Effective Date”).

The ICA is hereby amended as follows:

1. The City of Portland will no longer be a party to the ICA as of the Effective Date. Metro and the City of Vancouver previously withdrew from the ICA. The following parties will remain as of the Effective Date:

Clean Water Services, a county service district formed pursuant to ORS Chapter 451 (District); Clackamas County Service District No.1 and Surface Water Agency of Clackamas County, county service districts formed pursuant to ORS Chapter 451 (Clackamas County); Multnomah County, a home rule county, acting by and through its Department of Community Services (Multnomah County); and Clark County (Clark County), a Washington county government.

2. Sections 2.02, 3.20, 3.03, and 6.04 of the ICA are revised to read as follows, in their entirety:

2.02 Duration. Subject to Section 4 of this Agreement dealing with termination or withdrawal, this Agreement will expire on March 31, 2016 unless the majority of parties elect to terminate sooner. A majority of the parties is defined as fifty percent (50%) of the participating entities plus one (1).

3.02 Authorization of Multnomah County. By execution hereof, all parties hereto authorize Multnomah County to enter into a contract or contracts and incur costs necessary and consistent with the purposes of developing and implementing the regional media campaign. The parties acknowledge and agree that Multnomah County will incur costs and execute the contract(s), but that all are benefited thereby and that this authorization is limited to the cost share amount for each entity shown in Exhibit A to this Agreement.

3.03 Reimbursement of Multnomah County. Multnomah County shall make all payments required under the contract(s). Each party hereto agrees to reimburse Multnomah County for its proportionate share (unless otherwise unanimously agreed) of expenses incurred by Multnomah County under this Agreement as set forth on Exhibit A, as progress billings are received. Multnomah County shall invoice each party as progress payments are made and the reimbursement

payment to Multnomah County shall be due within 30 days following invoice. Payments shall be made to "Multnomah County" at its offices as set forth in Section 6.04 of this amendment. Any amount unpaid after 30 days shall accrue interest at nine percent (9%) per annum until paid.

6.04 Notices. Any notice herein or permitted to be given shall be given in writing, shall be effective when actually received, and may be given by hand delivery or by United States mail, first class postage prepaid, addressed to the parties as follows:

Clean Water Services
Attn: Karen DeBaker
2550 SW Hillsboro Highway
Hillsboro, Or 97123
(503) 681-4450
debakerk@cleanwaterservices.org

Clackamas County Service District No. 1
Attn: Gari Johnson
150 Beaver creek Road
Oregon City, OR 97045
(503) 742-4561

Surface Water Agency of Clackamas County
Attn: Gari Johnson
150 Beaver creek Road
Oregon City, OR 97045
(503) 742-4561

Multnomah County, Department of Community Services
Attn: Roy Iwai
1620 SE 190th Ave
Portland, OR 97233-5910
(503) 988-0195
roy.iwai@multco.us

Clark County
Attn: Cindy Stienbarger
P.O. Box 9810
Vancouver, WA 98666-9810
(360) 397-2121 x 4584
cindy.stienbarger@clark.wa.gov

3. Exhibit A of the ICA is hereby replaced in its entirety with Attachment 2, attached hereto.

4. All other terms and provisions of the ICA remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates set forth opposite their names below:

Clean Water Services

Date: _____

By: _____

Title: _____

Approved as to form:

District Counsel

Clackamas County Service District No. 1, Clackamas County

Date: _____

By: _____

Title: _____


Surface Water Agency of Clackamas County, Clackamas County

Date: _____

By: _____

Title: _____

Approved as to Form:



County Counsel

Multnomah County

Date: _____

By: _____

Title: _____

Reviewed:
JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Jed Tomkins, Assistant County Attorney

Clark County, Washington

Date: _____

By: _____

Title: _____

Approved as to form only:

Deputy Prosecuting Attorney

City of Portland

Date: _____

By: _____

Title: _____

Approved as to form:

City Attorney

Attachment 2 to Amendment No. 1 to Intergovernmental Cooperative Agreement

EXHIBIT A

COALITION FOR CLEAN RIVERS AND STREAMS

Cost Sharing Formula

The cost sharing formula developed by the Coalition is based on the combination of the population of each city, county or service district and an average of the participants.

There are four partners. The population figures come from Portland State University Urban Affairs Program and were confirmed and agreed upon by each service district.

The budget for development of the 2010-2015 media and public awareness campaign was \$72,000. The cost for each Coalition member for the period of the amendment, from the Effective Date through March 31, 2016, will be 75% of the previous allocation for each individual. The proposed budget total is \$27,878 and the cost for each Coalition member will be:

<i>Agency Name</i>	<i>Population</i>	<i>% of total</i>
Clean Water Services <i>Not to exceed \$12,811</i>	510,000	47%
Clackamas County Service District No. 1 and Surface Water Agency of Clackamas County <i>Not to exceed \$8,389</i>	333,960	30%
Multnomah County <i>Not to exceed \$1,391</i>	41,535	4%
Clark County <i>Not to exceed \$5,286</i>	210,415	19%

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This Intergovernmental Cooperative Agreement (Agreement) is entered into by and between the following parties: Clean Water Services, a county service district formed pursuant to ORS Chapter 451 (District); the City of Portland, an Oregon municipal corporation, acting by and through its Bureau of Environmental Services (BES); Clackamas County Service District No. 1 and Surface Water Agency of Clackamas County, county service districts formed pursuant to ORS Chapter 451 (Clackamas County); Multnomah County, a home rule county, acting by and through its Department of Community Services (Multnomah County); the City of Vancouver (Vancouver), a Washington municipal corporation; Clark County (Clark County), a Washington county government; and Metro (Metro), a metropolitan service district.

RECITALS

- A. Whereas, the parties hereto have the authority to enter into this Agreement pursuant to their respective principal acts, RCW 39.34 and ORS 190.003 et seq.; and
- B. Whereas, some of the parties hereto have been issued National Pollutant Discharge Elimination System (NPDES) stormwater permits from the Oregon Department of Environmental Quality (ODEQ) and the Washington Department of Ecology (WDOE); and
- C. Whereas, the National Marine Fisheries Services listed some species of salmon and steelhead as threatened in the Portland/Vancouver metropolitan region in 1998 and 1999 under the Endangered Species Act (ESA) and this action is the federal agency's first listing for a fish species that spawns and rears in a major metropolitan area; and
- D. Whereas, many jurisdictions and organizations are working to find solutions to respond to the listing that will address the needs of the region's watersheds as a whole; and
- E. Whereas, the parties hereto agree to be known as the Regional Coalition for Clean Rivers and Streams (Coalition) for the purposes of this Agreement; and

Final: 06-21-10

- F. Whereas, the parties hereto agree that a collaborative and constructive process to coordinate, develop and implement a regional stormwater pollution prevention and fish protection public awareness and media campaign consistent with certain NPDES stormwater permit conditions relating to public education is necessary; and
- G. Whereas, the parties believe it is in the best interests of all to coordinate, develop and implement a regional stormwater pollution prevention and fish restoration and habitat protection public awareness and media campaign to promote ways to protect and improve water quality, respond to ESA listings and address stormwater runoff pollution problems; and
- H. Whereas, the parties are entering into a five year Agreement with an understanding that the estimated budget for each fiscal year is approximately seventy-two thousand dollars (\$72,000) with such costs to be shared by the parties as provided in this Agreement unless otherwise unanimously agreed.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. PURPOSE

1.01 The purpose of this Agreement is to coordinate, develop and implement a regional public awareness and media campaign consistent with certain NPDES stormwater permit conditions and ESA goals for fish restoration.

SECTION 2. REGIONAL PUBLIC AWARENESS AND CAMPAIGN.

- 2.01 Goals. The parties agree that the goals of the media and public awareness campaign are to:
- (a) raise public awareness about the connection between stormwater pollution and prevention and the recovery of fish in our region;
 - (b) promote individual responsibility for prevention of polluted waterways/land and fish restoration;
 - (c) foster public understanding of stormwater/pollution prevention and fish recovery and create public awareness messages that can be applied by each jurisdiction throughout the region;
 - (d) serve as a communications sources to any jurisdiction/group working on stormwater/fish restoration efforts;
 - (e) project to the public a regional partnership and unified approach to stormwater and ESA public education and communications issues to maximize public resources and avoid duplication of efforts; and

(f) meet NPDES stormwater permit conditions.

2.02 Duration. Subject to Section 4 of this Agreement dealing with termination or withdrawal, the duration of this Agreement shall be five (5) years from the date of the last signature, unless the majority of parties elect to terminate. A majority of the parties is defined as fifty percent (50%) of the participating entities plus one (1).

2.03 Meetings; Manner of Acting. The parties shall meet on a periodic basis at a mutually convenient time and place. The presence of five (5) parties, in person or by phone, to this Agreement shall constitute a quorum for the transaction of business and if only a quorum is present, a majority of those present shall be necessary to decide any issue except financial matters or financial obligations. Each of the parties shall be represented by one voting member. Notice of meetings shall be given to all parties at least fifteen (15) days prior to the date of the meeting. Any decision seeking financing or other financial obligation, or other forms of indebtedness, shall require an affirmative vote of the governing body of each party to this Agreement, except that any representative may bind his/her entity without governing body approval if the amount in question is within his/her delegated contracting authority.

2.04 Task Leaders. Task leaders may be appointed by the parties. If appointed, the task leaders shall, subject to control and direction of the parties, conduct the following tasks: (1) budget and fiscal activities; (2) purchasing and business activities; (3) financial reporting not less than once monthly and preparing such other reports and the information as the parties may require; and (4) conducting the day-to-day affairs under this Agreement.

2.05 Budgeting and Accounting. It is anticipated that each party shall budget its staff and funds for costs or provision of in-kind services to develop and implement the regional media and public awareness campaign. To the extent required, the parties or a Task Leader shall annually prepare and adopt an anticipated estimate of costs for its separate operations for the next fiscal year and distribute the same to each party prior to the expenditure of any funds in the next fiscal year. The annual budget shall not exceed seventy-two thousand dollars (\$72,000) without the approval of all parties to this Agreement.

Unless otherwise unanimously agreed, each party's share of the expenses incurred pursuant to this Agreement shall be proportionate to the individual party's population in relation to the combined population of all parties as set forth in Exhibit A to this Agreement.

Each party's apportioned share of the expenses shall be estimated by the parties and set forth in the annual estimate of costs, and the amounts so estimated shall be budgeted and appropriated by each party. The parties or a Task Leader shall provide financial reports at least quarterly to each of the parties not later than fifteen (15) days after the end of each quarter. This report shall show expenditures and receipts by category item for each transaction through the last working day of the preceding calendar month.

Each party shall be responsible only for its proportionate share of expenses incurred pursuant to this Agreement. If a party fails to budget the amount required or to pay the amounts required of it for activities pursuant to this Agreement, any other party shall have the right, but not the obligation, to pursue all remedies available at law or in equity to collect the amount due.

2.06 Fiscal Year. For purposes of this Agreement, the fiscal year shall begin on July 1 and end on June 30 of each year.

SECTION 3. INDIVIDUAL ENTITY OBLIGATION.

3.01 Scope of Participation. It is intended that this Agreement will allow the individual entities to participate in the development and implementation of the regional media and public awareness campaign as they desire as set forth in Exhibit B to this Agreement.

3.02 Authorization of BES. By execution hereof, all parties hereto authorize BES to enter into a contract(s) and incur costs necessary and consistent with the purposes of developing and implementing the regional media campaign. The parties acknowledge and agree that BES will incur costs and execute the contract(s), but that all are benefited thereby and that this authorization is limited to the cost share amount for each entity shown in Exhibit A to this Agreement.

3.03 Reimbursement of BES. BES shall make all payments required under the contract(s). Each party hereto agrees to reimburse BES for its proportionate share (unless otherwise unanimously agreed) of expenses incurred by BES under this Agreement as set forth on Exhibit A, as progress billings are received. BES shall invoice each party as progress payments are made and the reimbursement payment to BES shall be due within 30 days following invoice. Payments shall be made to "City of Portland" at its offices "Attention Megan Callahan , Bureau of Environmental Services, 1120 SW 5th Avenue, Room 1000,

Portland, Oregon 97204-1972." Any amount unpaid after 30 days shall accrue interest at nine percent (9%) per annum until paid.

3.04 Approval of Campaign. The representative of each party to this Agreement shall be given a reasonable opportunity to review and approve all aspects of the final media campaign. The final media and public awareness campaign, including but not limited to campaign message contents, media methods chosen, frequency of distribution and area of distribution shall require the approval of the representative of each party to this Agreement prior to implementation.

3.05 Funding by Parties. As permitted by law, each party to this Agreement may seek and obtain funding from other public or private entities for previously approved or additional proposed activities pursuant to this Agreement.

SECTION 4. TERMINATION.

4.01 Withdrawal. Any party may elect to terminate its obligations and withdraw from further participation under this Agreement by giving written notice of its desire to the other member parties no later than March 15 of any fiscal year. Withdrawal shall only be effective at the end of the fiscal year in which notice is given. The withdrawing entity shall be responsible for the entity's share, as set forth in Exhibit A, of any joint debt incurred under the Agreement during the fiscal year in which the notice is given.

4.02 Termination of Agreement. If the parties elect to terminate this Agreement, any assets shall be distributed to the original contributing party and any cash or other proceeds shall be distributed proportionately according to the formula established for the then current fiscal year under Section 1.05. Debt or other obligations shall be distributed based upon the formula established for the then current fiscal year under Section 1.05, unless there is a written agreement otherwise. The written agreement regarding debt distribution may be by separate agreement or addendum signed by all parties.

4.03 Jurisdiction of Circuit Court. With the agreement of all parties involved in a dispute, the dispute may be settled by arbitration under the jurisdiction of the Circuit Court of the State of Oregon for Multnomah County pursuant to ORS Chapter 36.

SECTION 5. AMENDMENT.

This Agreement may be amended by mutual written agreement of the representatives of each party. Any subsequent amendments to this Agreement which increase the cost to any party shall not be effective until approved and signed by the General Manager, Director or designee, when required by the applicable party's rules, the governing body of the party.

SECTION 6. GENERAL PROVISIONS.

6.01 Merger Clause This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

6.02 Assignment. No party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of all other parties.

6.03 Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

6.04 Notices. Any notice herein or permitted to be given shall be given in writing, shall be effective when actually received, and may be given by hand delivery or by United States mail, first class postage prepaid, addressed to the parties as follows:

Clean Water Services
Attn: Karen DeBaker
2550 SW Hillsboro Highway
Hillsboro, Or 97123
(503) 681-4450
debakerk@cleanwaterservices.org

City of Portland, BES
Attn: Megan D. Callahan
1120 SW 5th Avenue, Room 1000

Final: 06-21-10

Portland, OR 97204-1972
(503) 823-4759
megan.callahan@portlandoregon.gov

Clackamas County Service District No. 1
Attn: Amy Kyle
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-4561
AKyle@co.clackamas.or.us

Surface Water Agency of Clackamas County
Attn: Amy Kyle
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-4561
AKyle@co.clackamas.or.us

Multnomah County, Department of Community Services
Attn: Roy Iwai
1620 SE 190th Ave
Portland, OR 97233-5910
(503) 988-5050 ext 28031
roy.iwai@co.multnomah.or.us

Clark County
Attn: Cindy Stienbarger
P.O. Box 9810
Vancouver, WA 98666-9810
(360) 397-2121 x 4584
cindy.stienbarger@clark.wa.gov

City of Vancouver
Attn: Loretta Callahan
P.O. Box 1995
Vancouver, WA 98668
(360) 759-4479
Loretta.Callahan@ci.vancouver.wa.us

Final: 06-21-10

Metro
Attn: Lisa Heigh
600 NE Grand
Portland, OR 97232
(503) 797-1611
lisa.heigh@oregonmetro.gov

6.05 Attorney Fees. If a dispute should arise between the parties regarding any term or portion of this Agreement, the prevailing party shall be entitled to such reasonable attorney fees as a trial court or arbitrator may award and on any appeal therefrom.

6.06 Counterparts. This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, any one of which shall constitute an agreement between and among the parties.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Cooperative Agreement on the date set forth opposite their names below:

Final: 06-21-10

Clean Water Services

Date 8/6/10

By: 

Title: Deputy General Manager

Approved as to form

Trisa Hershey
District Counsel

Final: 06-21-10

CITY OF PORTLAND, OREGON

Date 6/24/10

By: Will Flynn for Dean
Dean Marriott
Director
Environmental Services

Date: 6.24.10

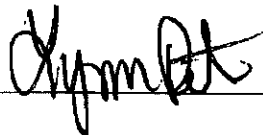
Approved by City Attorney:
Jan V.V. Botz

Date: 8/13/10

S. Griffin-Valdeby
Auditor, City of Portland

CLACKAMAS COUNTY SERVICE DISTRICT No. 1
CLACKAMAS COUNTY

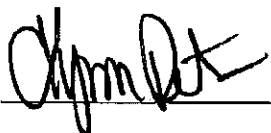
Date: 7-29-10
III.1.

By: 

Title: Clackamas County Board of Commissioners
Chair

SURFACE WATER AGENCY OF CLACKAMAS COUNTY,
CLACKAMAS COUNTY

Date: 7-29-10
III.1.

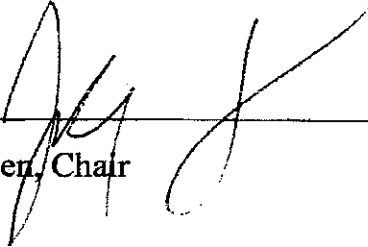
By: 

Title: Clackamas County Board of Commissioners
Chair

Final: 06-21-10

MULTNOMAH COUNTY, OREGON

BOARD OF COMMISSIONERS

By:  Date: 8/4/2010
Jeff Cogen, Chair

Reviewed by: Roy Iwai and M. Cecilia Johnson, Director, Department of
Community Services

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY FOR MULTNOMAH COUNTY,
OREGON

By: Sandra Duffy Date: 8.4.10
Sandra N. Duffy, Assistant County Attorney

Final: 06-21-10

CITY OF VANCOUVER, WASHINGTON


Date: _____

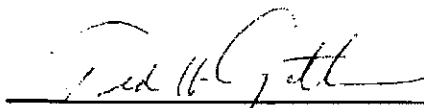
By:  _____

Title: CITY MANAGER

Attest:

Approved as to form:

By:  _____
Title: City Clerk

By:  _____
Title: City Attorney

Final: 06-21-10

CLARK COUNTY, WASHINGTON

Date: 9/14/10

By:  _____

Steve Stuart, Chair
Board of Clark County Commissioners

Title: _____

Approved as to form only
ARTHUR D. CURTIS, Prosecuting Attorney

 _____

By: Bronson Potter
Deputy Prosecuting Attorney

REV: 05-26-10

METRO

Date: 6/11/10

By: Matt Lord

Title: RCE Program Director

EXHIBIT A

COALITION FOR CLEAN RIVERS AND STREAMS

Cost Sharing Formula

The cost sharing formula developed by the Coalition is based on the combination of the population of each city, county or service district and an average of the participants. There are seven partners. Metro's financial participation will be an average of the other six participants. The population figures come from Portland State University Urban Affairs Program and were confirmed and agreed upon by each service district.

The proposed budget for development of this media and public awareness campaign is \$72,000. The cost for each Coalition member will be:

<i>Agency Name</i>	<i>Population</i>	<i>% of total</i>
City of Portland (Bureau of Environmental Services) <i>Not to exceed \$19,498</i>	582,130	32%
Clean Water Services <i>Not to exceed \$17,082</i>	510,000	28%
Clackamas County Service District No. 1 and Surface Water Agency of Clackamas County <i>Not to exceed \$11,186</i>	333,960	18%
City of Vancouver <i>Not to exceed \$5,510</i>	164,500	9%
Multnomah County <i>Not to exceed \$1,391</i>	41,535	2%
Clark County <i>Not to exceed \$7,048</i>	210,415	11%
Metro <i>Not to exceed \$10,286</i>		

EXHIBIT B

COALITION FOR CLEAN RIVERS AND STREAMS

Scope of Work

The Coalition will maintain an annual media and public awareness campaign that will utilize a variety of media outreach tools that will maximize each agency's investment. The campaign will be broad based with the residential community as the target audience.

The Coalition will make every effort to use internal services to develop and produce the outreach materials and prioritize spending on actual media purchases.

Messages may include but not be limited to:

- a tag line and logo: Don't Be A Water Hazard
- stormwater pollution prevention messages;
- water quality messages;
- litter prevention;
- recycling; and
- the dump no waste, drains to stream message.

Messages each year will include a visual message that can be effectively conveyed.

The Coalition will:

- Develop a schedule for the campaign;
- Develop the campaign and decide on media outlets;
- Secure the media outlets and purchase time;
- Develop the mechanical artwork or broadcast tapes;
- Seek additional sponsorship from potential corporate partners;
- If needed, the group will develop a scope of work, Request for Proposal document and conduct selection of a creative consultant; and
- Conduct evaluation of the campaign following implementation.