

# AGENDA

**Thursday February 23, 2017 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2017-08

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**I. PRESENTATIONS** *(Following are items of interest to the citizens of the County)*

1. Presentation of the Certificate of State Accreditation for the Clackamas County Sheriff's Office (Craig Roberts, Clackamas County Sheriff)
2. Presentation Regarding the Impacts of Human Trafficking in Clackamas County (Craig Roberts, Clackamas County Sheriff)

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

**III. PUBLIC HEARING** *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the 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. Resolution No. \_\_\_\_\_ for a Clackamas County Development Agency Supplemental Budget (Greater than 10% and Budget Reduction) for Fiscal Year 2016-2017 (Dan Johnson, Development Agency)

**IV. 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 Professional Services Agreement with Oregon Family Support Network for Peer Delivered Services System of Care for Families in Crisis in Emergency Department – *Behavioral Health*
2. Approval of a Subrecipient Grant Agreement # 17-027 with the Folk-Time, Inc. for Peer-Directed Mental Health Support Services in Clackamas County – *Behavioral Health*

3. Approval of Agency Services Contract #7069 Amendment #2 with Catholic Community Services of Western Washington for Family Search and Engagement Services – *Behavioral Health*
4. Approval to apply for the Oregon Criminal Justice Commission (CJC) Adult Drug Court (ADC) Grant with the CJC, to Continue Providing ADC services – *Health Centers*
5. Approval to apply for the Oregon Criminal Justice Commission (CJC) Mental Health Court (MHC) Grant with the CJC, to Continue Providing MHC services – *Health Centers*
6. Approval of an Intergovernmental Subrecipient Agreement, Amendment #1 with City of Oregon City/Pioneer Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*

**B. Elected Officials**

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

**C. County Counsel**

1. Initiation of Annexation of Territory into the Tri-City Service District

**D. Business & Community Services**

1. Approval of Contract with Sirsi Corporation (SirsiDynix) for Radio Frequency Identification (RFID) Goods and Services – *Procurement*

**V. SERVICE DISTRICT NO. 5**

1. Approval of Funding Agreement between Portland General Electric (PGE) and Clackamas County Service District No. 5 (CCSD#5) for McLoughlin Blvd. Street Lighting

**VI. WATER ENVIRONMENT SERVICES**

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

1. Approval of Amendment #2 to the Contract Documents Between Clackamas County Service District No. 1 and Stettler Supply Company for the Blower System Upgrades Project P202161/P112160 - *Procurement*
2. Approval of Amendment #2 to the Contract Documents Between Tri-City Service District and Stettler Supply Company for the Blower System Upgrades Project P202161/P112160 - *Procurement*

**VII. COUNTY ADMINISTRATOR UPDATE**

**VIII. COMMISSIONERS COMMUNICATION**

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. [www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)



CRAIG ROBERTS, Sheriff

# Clackamas County Sheriff's Office

Feb 23, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

## **Presentation of the Certificate of State Accreditation for the Clackamas County Sheriff's Office**

<b>Purpose/Outcomes</b>	Presentation from the Executive Director of the Oregon Accreditation Alliance (OAA) the Certificate of State Re-Accreditation to the Clackamas County Sheriff's Office.
<b>Dollar Amount/Fiscal Impact</b>	N/A.
<b>Funding Source</b>	N/A.
<b>Safety Impact</b>	N/A.
<b>Duration</b>	In order to maintain accredited status, the Sheriff's Office must provide annual documentation of continued compliance and undergo an onsite assessment every three years. This is the first re-accreditation cycle since initial accreditation was achieved by the Sheriff's Office in January 2014.
<b>Previous Board Action</b>	The Report to the Clackamas County Board of Commissioners dated January 11, 2011, recommendation to achieve state accreditation.
<b>Contact Person</b>	Undersheriff Matt Ellington, (503)785-5003 and Andrew Gale, Sheriff's Policy Analyst, (503) 785-5014.

### **BACKGROUND:**

The Oregon Accreditation Alliance (OAA) exists to improve the quality of law enforcement agencies in the State of Oregon and ultimately the quality of services provided to the citizens of this state.

Under the direction and authority of the Oregon Association of Chiefs of Police, the Oregon State Sheriff's Association, and the Association of Public Safety Communications Officials, the OAA mutually supports and endorses the continued

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improvement of law enforcement and emergency communications services by establishing professional standards of accountability, management, and operations.

The Clackamas County Sheriff's Office joined the OAA in January 2005 and was awarded initial accreditation in January 2014. Accreditation, however, is not a simple check in the box attesting to standard compliance. It requires a team dedicated to the continuous review and improvement necessary to address compliance with contemporary standards and practices in the law enforcement profession. Subsequently, the Sheriff's Office underwent a re-accreditation review and on-site inspection on November 2, 2016. This examination provided documentation supporting compliance to specific law enforcement standards resulting in the recommendation of re-accreditation of the Clackamas County Sheriff's Office effective January 31, 2017.

Supported by a strong conviction of professionalism and leadership, the Sheriff's Office accreditation achievement represents a level of quality service delivery in law enforcement operations to the residents of Clackamas County.

**RECOMMENDATION:**

Recognition of the Certificate of State Accreditation from Mr. Ed Boyd, Executive Director, Oregon Accreditation Alliance to the Clackamas County Sheriff's Office.

Sincerely,

A handwritten signature in black ink that reads "Craig Roberts". The signature is written in a cursive, flowing style.

Craig Roberts  
Sheriff

Enclosure: Copy of Re-Accreditation Certificate

OAA Certificate of Re-Accreditation  
Clackamas County Sheriff's Office  
January 31, 2017

Oregon Accreditation Alliance



Be it hereby known that the

Clackamas County Sheriff's Office

Sheriff Craig Roberts

*Having fully demonstrated its voluntary commitment to law enforcement excellence by living up to a body of standards deemed essential to the protection of the life, health, safety and rights of the citizens it serves, and having exemplified the best professional practices in the conduct of its responsibilities is hereby, upon the recommendation of the members of the Oregon Accreditation Alliance Board, awarded this*

Certificate of State Re-Accreditation

*Effective January 31, 2017 and is recognized as a state accredited law enforcement agency for a period of three years*

Chief Jeff Fossholm  
Board Chair  
Oregon Accreditation Alliance

Ed Boyd  
Executive Director  
Oregon Accreditation Alliance



CRAIG ROBERTS, Sheriff

# Clackamas County Sheriff's Office

Feb 23, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

## **Presentation as an Information Session about Human Trafficking by the Clackamas County Sheriff's Office**

<b>Purpose/Outcomes</b>	To present information about Human Trafficking in Clackamas County.
<b>Dollar Amount/Fiscal Impact</b>	<b>N/A</b>
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	N/A
<b>Duration</b>	N/A
<b>Previous Board Action</b>	N/A
<b>Contact Person</b>	Undersheriff Matt Ellington, (503)785-5003 and Captain Jeff Smith (503) 785-5008

### **BACKGROUND:**

In January of 2016, the Clackamas County Sheriff's Office (CCSO) began a pilot program to look into the impacts of human trafficking, namely sex trafficking, in Clackamas County. A current CCSO Detective was selected and removed ½ time from his current assignment and was asked to focus on human trafficking investigations. This detective was assigned to the FBI Child Exploitation Task Force in a part time capacity.

Human trafficking investigations involve a multitude of investigative strategies and are often complex and time intensive. Detectives contact potential victims and traffickers online through various websites, attempting to make "dates." Social media sites must be searched since they have become more prevalent in human trafficking investigations. The cellular telephones used by traffickers and victims are crucial to these investigations because they are utilized by all parties involved and contain a wealth of evidence.

The victims in human trafficking investigations are oftentimes uncooperative owing to the environment they have been living in, and also the fact that often they are in romantic relationships with their traffickers. Time and patience are required when attempting to connect with human trafficking victims.

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Detectives investigating human trafficking cases need to be well versed in the grand jury subpoena process, the drafting of search warrant affidavits, online investigative techniques and investigation of cellular telephones.

During this year long pilot program our ½ time human trafficking detective, along with the CCSO Criminal Enterprise Unit, formerly Gang Team, actively investigated incidents of human trafficking in Clackamas County. We have invested well over 1500 hours, identified 50+ possible victims of human trafficking and put together 25+ criminal cases related to human trafficking and associated crimes.

**Two cases to highlight:**

February 8, 2016:

CCSO patrol Deputy stopped a vehicle with an adult male and 15 year old female in the middle of the night coming from the Motel 6 in Clackamas. The patrol Deputy suspected that the female was a victim of sex trafficking. Our ½ time human trafficking Detective was assigned the case. The child victim was placed in a secure residential treatment facility and provided mental health and addiction services. She eventually provided a complete statement to our Detective about how she was being trafficked all over the Portland-Metro area. The Detective wrote numerous search warrants for this case, including one that compelled Google to unlock the personal cell phone of the trafficker, uncovering a large quantity of evidence against the defendant. The trafficker is set to be sentenced to 7 years in prison for this crime.

April 12, 2016:

Two girls (1 juvenile) are being sex trafficked at the Motel 6 in Clackamas. Their trafficker is a known gang member from the City of Portland who had recently been involved in a shooting in Portland. The trafficker got into an argument with the male “customer” of the girls and shot him in the parking lot. The human trafficking detective was assigned as a secondary investigator to this case and assisted the Homicide and Violent Crimes Unit of CCSO in the successful prosecution of the trafficker.

These cases serve as examples of the important work being done by CCSO to address the issue of Human Trafficking that is facing our County. Often these types of cases will go unnoticed by the public because the crimes are being committed in the privacy of motel rooms.

**RECOMMENDATION:**

None. Informational session only.

Sincerely,



Craig Roberts  
Sheriff





**DAN JOHNSON**  
MANAGER

**DEVELOPMENT AGENCY**

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

February 23, 2017

Board of County Commissioners  
Acting as Clackamas County Development Agency Board  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Development Agency  
Supplemental Budget (Greater than Ten Percent and Budget Reduction)  
for Fiscal Year 2016-2017

<b>Purpose/Outcomes</b>	Supplemental Budget changes for Clackamas County Development Agency FY 2016-2017
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	Urban Renewal – Tax Increment Financing
<b>Duration</b>	2016-2017 Fiscal Year
<b>Previous Board Action</b>	Budget Adopted June 29, 2016
<b>Strategic Plan Alignment</b>	Build public trust through good government
<b>Contact Person</b>	Lori Phillips, Development Agency Administrative Analyst 503.742.4331
<b>Contract No.</b>	N/A

**BACKGROUND:**

Each fiscal year it is necessary to reduce allocations or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by the Development Agency in keeping with a legally accurate budget. These changes are in compliance with ORS 294.471(1)(a) which allows for governing body approval of supplemental budget where there is an occurrence or condition that is not ascertained when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires a change in financial planning, and ORS 291.471(1)(b) which permits a local government to make a supplemental budget where there is a pressing necessity that could not reasonably be foreseen when preparing the original budget or a previous supplemental budget



for the current year or current budget period and that requires prompt action. Changes for items ten percent or greater of the qualifying expenditures of the budget funds being adjusted require a hearing pursuant to ORS 294.473. The required notices have been published.

The **Clackamas Town Center Area** is truing up the budget to reflect actuals and is recognizing expenses in the Capital Construction category to reflect adjusted project schedules.

The **North Clackamas Revitalization Area Debt Service** is truing up the budget to reflect actuals and is recognizing expenses in the Interfund Transfer category to accommodate unanticipated project related costs.

The **North Clackamas Revitalization Area** is transferring expenses from Program Support and Contingency categories to the Capital Outlay category to accommodate unanticipated project related costs.

**RECOMMENDATION:**

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

Respectfully submitted,

Dave Queener  
Development Agency Program Supervisor

Summary of Supplemental Budget  
 Exhibit A  
 Changes of Greater than 10% of Budget  
 February 23, 2017

**CLACKAMAS TOWN CENTER OPERATING FUND**

Decrease:		
Beginning Fund Balance	\$	<u>(1,761,835.00)</u>
Total	\$	<u>(1,761,835.00)</u>
Increase:		
Materials & Services	\$	2,622.00
Decrease:		
Capital Outlay	\$	<u>(1,764,457.00)</u>
Total	\$	<u>(1,761,835.00)</u>

Recognize actuals for Beginning Fund Balance. Increase Materials & Services and Decrease Capital Outlay to reflect adjusted project schedules.

**NORTH CLACKAMAS REVITALIZATION AREA DEBT SERVICE FUND**

Increase:		
Beginning Fund Balance	\$	1,595,944.00
Current Year Taxes & Penalties	\$	<u>300,000.00</u>
Total	\$	<u>1,895,944.00</u>
Increase:		
Interfund Transfer to Fund 453	\$	2,000,000.00
Decrease:		
Contingency	\$	<u>(104,056.00)</u>
Total	\$	<u>1,895,944.00</u>

Recognize actuals for Beginning Fund Balance and projections for taxes. A programmed interfund transfer was not made at the end of FY 2016 which increased the budgeted beginning fund balance. Increase current year interfund transfer to capital fund and reduce contingency to balance.

**NORTH CLACKAMAS REVITALIZATION AREA OPERATING FUND**

Decrease:		
Beginning Fund Balance	\$	(661,307.00)
Increase:		
Interfund Transfer to Fund 453	\$	<u>2,000,000.00</u>
Total	\$	<u>1,338,693.00</u>
Increase:		
Capital Construction	\$	2,416,070.00
Decrease:		
Materials & Services	\$	(500,000.00)
Contingency	\$	<u>(577,377.00)</u>
Total	\$	<u>1,338,693.00</u>

Recognize actuals for Beginning Fund Balance and increase interfund transfer. A programmed interfund transfer was not made at the end of FY 2016 which reduced the budgeted beginning fund balance. Increase current year interfund transfer from debt service fund and reduce contingency to cover projected construction expenses.

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget for Items Greater Than 10 Percent  
Or Reduction of the Total Qualifying  
Expenditures and Making Appropriations  
for Fiscal Year 2016-2017

Resolution No

Page 1 of 2

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

WHEREAS, ORS 291.471(1)(a) permits a local government to make a supplemental budget where there is an occurrence or condition that is not ascertained when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires a change in financial planning, and ORS 291.471(1)(b) which permits a local government to make a supplemental budget where there is a pressing necessity that could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires prompt action.

WHEREAS, a supplemental budget for the period of July 1, 2016 through June 30, 2017, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS, a hearing to discuss the supplemental budget was held before the Board of County Commissioners on February 23, 2017.

WHEREAS, the funds being adjusted are:

Clackamas Town Center Area Operating Fund  
North Clackamas Revitalization Area Operating Fund  
North Clackamas Revitalization Area Debt Service Fund

It further appearing that it is in the best interest of the County to approve this greater than 10 percent or reduction change in appropriations for the period of July 1, 2016 through June 30, 2017.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, acting as Clackamas County Development Agency Board, that:

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget for Items Greater Than 10 Percent  
Or Reduction of the Total Qualifying  
Expenditures and Making Appropriations  
for Fiscal Year 2016-2017

Resolution No

Page 2 of 2

Pursuant to its authority under ORS 294.471, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS  
Acting as the Governing Body of the  
Clackamas County Development Agency

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Chair

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Recording Secretary

Summary of Supplemental Budget  
 Exhibit A  
 Changes of Greater than 10% of Budget  
 February 23, 2017

**CLACKAMAS TOWN CENTER OPERATING FUND**

Decrease:		
	Beginning Fund Balance	\$ <u>(1,761,835.00)</u>
	Total	\$ <u>(1,761,835.00)</u>
Increase:		
	Materials & Services	\$ 2,622.00
Decrease:		
	Capital Outlay	\$ <u>(1,764,457.00)</u>
	Total	\$ <u>(1,761,835.00)</u>

Recognize actuals for Beginning Fund Balance. Increase Materials & Services and Decrease Capital Outlay to reflect adjusted project schedules.

**NORTH CLACKAMAS REVITALIZATION AREA DEBT SERVICE FUND**

Increase:		
	Beginning Fund Balance	\$ 1,595,944.00
	Current Year Taxes & Penalties	\$ <u>300,000.00</u>
	Total	\$ <u>1,895,944.00</u>
Increase:		
	Interfund Transfer to Fund 453	\$ 2,000,000.00
Decrease:		
	Contingency	\$ <u>(104,056.00)</u>
	Total	\$ <u>1,895,944.00</u>

Recognize actuals for Beginning Fund Balance and projections for taxes. A programmed interfund transfer was not made at the end of FY 2016 which increased the budgeted beginning fund balance. Increase current year interfund transfer to capital fund and reduce contingency to balance.

**NORTH CLACKAMAS REVITALIZATION AREA OPERATING FUND**

Decrease:		
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Capital Construction	\$	2,416,070.00
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Materials & Services	\$	(500,000.00)
Contingency	\$	<u>(577,377.00)</u>
Total	\$	<u>1,338,693.00</u>

Recognize actuals for Beginning Fund Balance and increase interfund transfer. A programmed interfund transfer was not made at the end of FY 2016 which reduced the budgeted beginning fund balance. Increase current year interfund transfer from debt service fund and reduce contingency to cover projected construction expenses.



February 23, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Professional Services Agreement  
with Oregon Family Support Network for  
Peer Delivered Services System of Care for Families in Crisis in Emergency Departments.

<b>Purpose/Outcomes</b>	Provides Family Navigator and peer support services for crisis diversion in Emergency Departments.
<b>Dollar Amount and Fiscal Impact</b>	This amendment increases funding by \$96,401.00 to provide an additional year of service.
<b>Funding Source</b>	No County General Funds are involved.
<b>Duration</b>	Effective October 1, 2016 through September 30, 2017
<b>Previous Board Action</b>	NA
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division, 503-742-5305
<b>Contract No.</b>	7315

**BACKGROUND:**

The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department requests the approval of a Professional Services Agreement with the Oregon Family Support Network for Family Navigator and peer support services for crisis diversion in Emergency Departments including but not limited to supportive services, system navigation, resources, and family development. As part of Clackamas County’s Behavioral Health Redesign, which was started in 2009, Clackamas Behavioral Health committed to the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addiction services.

This contract is effective October 1, 2016 through September 30, 2017 with a funding increase of \$96,401 to provide an additional year of service. Maximum compensation over the two year contract totals \$192,802. County Counsel reviewed and approved this contract on 12/27/16.

This contract is retroactive due to unexpected staff shortfalls.

**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  
Health, Housing & Human Services Department

*Healthy Families. Strong Communities.*

Contract Amendment  
Health, Housing and Human Services Department

H3S Contract Number 7315 Board Agenda Number \_\_\_\_\_  
and Date \_\_\_\_\_

Division Behavioral Health Amendment No. 2

Contractor Oregon Family Support Network Family Navigator – ED Diversion

Amendment Requested By Mary Rumbaugh, Director

Changes:       Scope of Services                       Contract Budget  
                     Contract Time                                       Other \_\_\_\_\_

**Justification for Amendment:**

This contract provides the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addiction services.

This amendment increases funding by **\$96,401.00** for an additional year of services. Maximum compensation reflected in Exhibit C of the contract totals **\$192,802.00**.

This amendment is effective **October 1, 2016** and continues through **September 30, 2017**.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

**AMEND:**

3.1 Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in Exhibit B as follows:

Total payment to CONTRACTOR shall not exceed **\$96,401.00**

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

**TO READ:**

3.1 Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in Exhibit B as follows:

Total payment to CONTRACTOR shall not exceed **\$192,802.00.**

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

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**AMEND:**      7.0 Notices

This agreement consists of seven (7) sections plus the following exhibits, which by this reference are incorporated herein:

Exhibit A	Background and Definitions
Exhibit B	Scopes of Services
Exhibit C	Standards of Work
Exhibit D	Reporting Requirements
Exhibit E	Performance Standards
Attachment 1	<b><u>FY 16 Budget</u></b>
Attachment 2	Invoice Template

**TO READ:**      7.0 Notices

This agreement consists of seven (7) sections plus the following exhibits, which by this reference are incorporated herein:

Exhibit A	Background and Definitions
Exhibit B	Scopes of Services
Exhibit C	Standards of Work
Exhibit D	Reporting Requirements
Exhibit E	Performance Standards
Attachment 1	<b><u>Budget</u></b>
Attachment 2	Invoice Template

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**AMEND:** ATTACHMENT 1 FY 16 BUDGET

**OFSN** **BUDGET WORKSHEET** *(cheat sheet - with explanations)*  
 Fiscal Year 2015-16 **Clackamas Co. ER Diversion**

		TOTAL
<b>INCOME</b>		
	5020	Contract / Grant Income
		96,400.97
	5030	Fee For Service Income
		-
	5050	Flex Funds Income
		-
	4007, 4004	Fundraising/Donation Income
		-
	5000	Other Income
		-
<b>TOTAL INCOME</b>		96,400.97
<b>EXPENSE</b>		
<b>PERSONNEL</b>		
	7223, 7225	Personnel Payroll
		55,074.15
	7253, 7255	Payroll Taxes
		6,608.90
	7243, 7245	Staff Benefits
		10,925.82
<b>TOTAL PERSONNEL</b>		72,608.87
<b>MATERIALS &amp; SERVICES</b>		
	7300	Benevolence Expense
		-
	8113	Client Incentives (Flex Funds)
		-
<b>Communication:</b>		
	8130	Cell Phone usage (and jet packs)
		1,218.75
	8131	Telephone land lines
		-
	8132	Internet Services (Journyx, CDL, Basecamp, Survey Monkey, Constant Contact, etc)
		-
	8530	Dues & Subscriptions
		-
	8265	Equipment and Furniture
		1,000.00
		Computer Equip
		200.00
		Cell Phone Equip
		-
		Translation Equip
		-
		Other
		-
	8260	Equipment Lease - Copier
		-
	7554	Family Advocate/Representative (stipend)
		-
	8104	Office Supplies
		750.00
	8140	Postage & Shipping
		100.00
	8170	Printing & Photocopying
		300.00
<b>Professional Services:</b>		
	7520	Accounting and Payroll Fees
		-
	7547	Background Checks
		-
	7545	Computer Support (repair/software maintenance)
		500.00
	8102	Marketing / Advert / Public Rel.
		250.00
	7550	Repairs & Maintenance (equip and space)
		-
	7560	Temporary Help / Contract Help (Target CW - non Youth A.L.)
		-
	7554	Translation / Interpretation
		320.00
	7543	Youth Activity Leaders (Target CW)
		-
	8112	Program Mileage & Parking
		2,750.00
	8111	Program Related Supports (FOOD, supports, crafts, movies, stipends)
		1,250.00
	8210	Rent, monthly office space
		-
	8114	Space Rent for Contract Activities
		-
	7346	Speaker Fee / Entertainment at OFSN Event
		-
<b>TRAVEL: (Travel for Conferences, Training, Program Supervision)</b>		
	8309	Conference Registration Fees
		950.00
	8311	Lodging
		400.00
	8312	Meals (out of town)
		150.00
	8313	Mileage/Parking (Conference or Training only)
		-
	8310	Travel (air, car rental, bus)
		-
	7755	Volunteer Appreciation
		-
<b>TOTAL MATERIALS &amp; SERVICES</b>		10,138.75
<b>TOTAL MAT'S, SERVICES &amp; PERSONNEL</b>		82,747.62
<b>OTHER EXPENSES</b>		
		Overhead Cost Allocation Pool %
		13,653.36
<b>TOTAL EXPENSES</b>		96,400.97
<b>NET INCOME</b>		(0.00)

**Oregon Family Support Network**  
 Type of Agreement – Amendment # 2  
 Page 4 of 5

**TO READ: ATTACHMENT 1 BUDGET**

Oregon Family Support Network (OFSN) ED Diversion, Fiscal Year 16-17

<b>INCOME</b>	
5020 Contract / Grant Income	96,400.97
5030 Fee For Service Income	-
5050 Flex Funds Income	-
4007, 4004 Fundraising/Donation Income	-
5900 Other Income	-
<b>TOTAL INCOME:</b>	<b>96,400.97</b>
<b>EXPENSE</b>	
<b>PERSONNEL</b>	
7223, 7225 Personnel Payroll	55,074.15
7253, 7255 Payroll Taxes	6,608.90
7243, 7245 Staff Benefits	10,925.82
<b>TOTAL PERSONNEL:</b>	<b>72,608.87</b>
<b>MATERIALS &amp; SERVICES</b>	
7300 Benevolence Expense	-
8113 Client Incentives (Flex Funds)	-
<b>COMMUNICATION</b>	
8130 Cell Phone usage (and jet packs)	1,218.75
8131 Telephone land lines	-
8132 Internet Services (Journyx, CDL, Basecamp, Survey Monkey, Constant C	-
8530 Dues & Subscriptions	-
8265 Equipment and Furniture	
Computer Equip	1,000.00
Cell Phone Equip	200.00
Translation Equip	-
Other	-
8260 Equipment Lease - Copier	-
7554 Family Advocate/Representative (stipend)	-
8104 Office Supplies	750.00
8140 Postage & Shipping	100.00
8170 Printing & Photocopying	300.00
<b>PROFESSIONAL SERVICES</b>	
7520 Accounting and Payroll Fees	-
7547 Background Checks	-
7545 Computer Support (repair/software maintenance)	500.00
8102 Marketing / Advert / Public Rel.	250.00
7550 Repairs & Maintenance (equip and space)	-
7560 Temporary Help / Contract Help (Target CW - non Youth A.L.)	-
7553 Translation / Interpretation	320.00
7543 Youth Activity Leaders (Target CW)	-
8112 Program Mileage & Parking	2,750.00
8111 Program Related Supports (FOOD, supports, crafts, movies, stipends)	1,250.00
8210 Rent, monthly office space	-
8114 Space Rent for Contract Activities	-
7546 Speaker Fee / Entertainment at OFSN Event	-
<b>TRAVEL (Travel for Conferences, Training, Program Supervision)</b>	
8309 Conference Registration Fees	950.00
8311 Lodging	400.00
8312 Meals (out of town)	150.00
8313 Mileage/Parking (Conference or Training only)	-
8310 Travel (air, car rental, bus)	-
7755 Volunteer Appreciation	-
<b>TOTAL MATERIALS &amp; SERVICES:</b>	<b>10,138.75</b>
<b>OTHER EXPENSES</b>	
Overhead Cost Allocation Pool, 16.5%	13,653.36
<b>TOTAL OTHER EXPENSES:</b>	<b>13,653.36</b>
<b>TOTAL EXPENSES</b>	<b>96,400.97</b>



February 23, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Agreement # 17-027  
with the Folk-Time, Inc. for  
Peer-Directed Mental Health Support Services in Clackamas County

<b>Purpose/Outcomes</b>	Conduct peer-directed mental health support services in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Maximum grant amount is \$202,014.18.
<b>Funding Source</b>	\$192,915.04 from Oregon Health Authority 2015-2017 Community Mental Health Program (CMHP) Intergovernmental Agreement #147783, specifically federal Mental Health Block Grant Funds; \$9,099.14 from State MHS 37 Flex funds. There are no county general funds being used.
<b>Duration</b>	Effective July 1, 2016 through June 30, 2017
<b>Previous Board Action</b>	The Board reviewed and approved the previous agreement (#6679/15-018) on 11/25/15, Agenda item 112515-A3
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division, 503-742-5305
<b>Contract No.</b>	17-027 and 7748

**BACKGROUND:**

The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department requests the approval of a subrecipient grant agreement with Folk-Time, Inc. to conduct peer-directed mental health support services in Clackamas County. As part of Clackamas County’s Behavioral Health Redesign, which was started in 2009, Clackamas Behavioral Health committed to the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addiction services. Folk-Time, Inc. is a not-for-profit behavioral health agency that fosters healing by connecting individuals who share the experience of living with mental illness through peer support and community-based activities. This agreement is a continuation of these services.

This contract is effective July 1, 2016 through June 30, 2017 with maximum value of \$202,014.18. County Counsel reviewed and approved this agreement.

This agreement is retroactive due to a delay in receiving the needed information from the contractor and staff shortfalls.

**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  
Health, Housing & Human Services Department

*Healthy Families. Strong Communities.*



<b>CLACKAMAS COUNTY, OREGON</b> <b>SUBRECIPIENT GRANT AGREEMENT 17-027</b>	
Project Name: <b>Oregon City Drop In / Rural Outreach</b> Project Number: <b>36005 – Mental Health Block Grant</b>	
This Agreement is between <b>Clackamas County</b> , Oregon, acting by and through its Department of Health, Housing and Human Services ("COUNTY"), and <b>Folk-Time, Inc.</b> ("SUBRECIPIENT"), an Oregon Non-profit Organization.	
<b>Clackamas County Data</b>	
Grant Accountant: <b>Ed Jones</b>	Program Manager: <b>Elise Thompson</b>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5410 ejones@clackamas.us	Clackamas County – Behavioral Health Division 2051 Kaen Road, Suite 154 Oregon City, OR 97045 (503) 742-5353 ethompson@clackamas.us
<b>Subrecipient Data</b>	
Finance/Fiscal Representative: <b>Robert Cseko</b>	Program Representative: <b>Dawn Coleman</b>
Folk-Time, Inc. 232 SE 80th Avenue Portland, OR 97215 503-238-6428 rcseko@folktime.org	Folk-Time, Inc. 232 SE 80th Avenue Portland, OR 97215 503-238-6428 dcoleman@folktime.org
DUNS: 101848278	

### RECITALS

- WHEREAS, Clackamas County ("COUNTY"), is a political subdivision of the State of Oregon;

WHEREAS, COUNTY holds an Intergovernmental Agreement ("IGA") for the Financing of Community Addictions and Mental Health Services (Agreement No.147783) with the State of Oregon acting by and through its Oregon Health Authority ("OHA") for the biennium term of 2015-2017;

WHEREAS, ORS 430.610(4) and 430.640(1) authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of community addictions and mental health programs operated or contracted for by one or more counties;

WHEREAS, COUNTY has established and proposes, during the term of the IGA, to operate or contract for the operation of community addictions and mental health programs in accordance with the policies, procedures and administrative rules of OHA;

WHEREAS, COUNTY has requested financial assistance from OHA to operate or contract for the operation of its community addictions and mental health programs;

WHEREAS, OHA is willing, upon the terms of and conditions of the aforementioned IGA, to provide financial assistance to COUNTY to operate or contract for the operation of its community addictions and mental health programs;

WHEREAS, various statutes authorize OHA and COUNTY to collaborate and cooperate in providing for basic community addictions and mental health programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds;

WHEREAS, Folk-Time, Inc. (SUBRECIPIENT) is a not-for-profit behavioral health agency that fosters healing by connecting individuals who share the experience of living with mental illness through peer support and community-based activities.

2. THEREFORE, the parties seek to provide a whole health approach to addressing issues of mental health and addiction services to serve Clackamas County residents through this Subrecipient Grant Agreement of federal financial assistance, which sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

According to the terms of this Subrecipient Grant Agreement (this "Agreement") the COUNTY and SUBRECIPIENT agree as follows:

#### AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of July 1, 2016 and shall expire on June 30, 2017, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the CMHP IGA 147783 awarded on July 1, 2015 are the source of the grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations*, Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by the COUNTY, which are attached to and made a part of this Agreement by reference.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the 2015-2017 Intergovernmental Agreement for the Financing of Community Service Addictions and Mental Health Services and Clackamas County General funds (Agreement #147783). The maximum, not to exceed, grant amount that the COUNTY will pay is \$202,014.18. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this agreement is from the following sources:
  - 4.1. **Federal Funds: \$192,915.04** In federal funds are provided through the Intergovernmental Agreement (IGA) for the Financing of Community Addictions and Mental Health Services (Agreement No. 147783) (CFDA 93.958) issued to the COUNTY by the State of Oregon acting by and through the OHA. The State of Oregon receives Block Grants from the U.S. Department

of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.

- 4.2. **Other Funds: \$9,099.14** in state general funds are provided for funding of other items in the program budget.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days-notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal Government shall be the liability of the SUBRECIPIENT.
  - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
  - e) **Match.** Matching funds are not required for this Agreement.
  - f) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between

budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.

- g) **Indirect Cost Recovery.** In accordance with 2 CFR 200.331(a)(4), COUNTY has negotiated and approved an indirect cost allocation plan with SUBRECIPIENT (dated 8/30/16). Federal indirect cost recovery on this award will be reimbursed at **12% of allowable direct costs**, according to the 15-16 approved cost allocation plan. At closeout of this Agreement, SUBRECIPIENT will make any necessary adjustments to indirect costs paid by COUNTY using a revised rate based on actual expenditures for fiscal year 16-17. In addition, COUNTY will reimburse SUBRECIPIENT an **additional 5.25% indirect cost rate** using COUNTY general funds. These rates are incorporated by reference into the SUBRECIPIENT program budget in Exhibit B.
- h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes
- i) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- j) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly, quarterly, and final) during the term of this Agreement.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with federal funds authorized by this Agreement. Compensation to the federal agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- m) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- n) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the

Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12889. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- o) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an Independent auditor qualified to perform a Single Audit. SUBRECIPIENTS of federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal Government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- s) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services Agreement #147783, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- t) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions

represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

#### 10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal Government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse; and (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. Additional requirements are as specified in 45 CFR Part 96; also portions of the 2 CFR Part 200/45 CFR Part 75
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all Providers to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- d) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- e) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- f) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

#### 11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project 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.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT 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, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) The SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

#### 12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

To the extent permitted by applicable law, SUBRECIPIENT shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, elected officials,



employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this AGREEMENT.

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

- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
  - 3) **Professional Liability.** SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, elected officials 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 Agreement. COUNTY, at its option, may require a complete copy of the above policy.
  - 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" and "the State of Oregon and its officers, employees and agents" as additional insureds.
  - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the Insurance

coverage provided to COUNTY. The 30 days-notice of cancellation provision shall be physically endorsed on to the policy.

- 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by 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. 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 Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. "Clackamas County, its agents, elected officials, officers, and employees" and "the State of Oregon and its officers, employees and agents" must be named as an additional insureds on the Certificate of Insurance. No Agreement 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.
  - 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
  - 10) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
  - e) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
  - f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
  - g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference is incorporated herein.

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Monthly/Quarterly/Final Performance Report
- Exhibit F: Final Financial Report
- Exhibit G: Required Federal Terms and Conditions
- Exhibit H: Community Addictions and Mental Health Services Subrecipient Agreement Provisions
- Exhibit I: Residual Supplies Inventory

*(signature page follows)*

**SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

**FOLK-TIME, INC.**

By:   
(Dawn Coleman, Executive Director)

2/7/17  
Date

232 SE 80<sup>th</sup> Avenue  
Street Address

Portland, OR 97215  
City / State / Zip

(503) 238-8428      /(503) 238-3986  
Phone                      / Fax

**CLACKAMAS COUNTY**  
Commissioner Jim Bernard, Chair  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

**Signing on Behalf of the Board:**

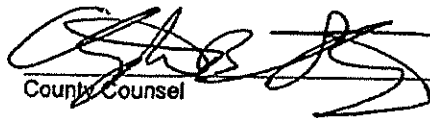
Richard Swift, Director  
Health, Housing & Human Service Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

**Approved to Form:**

  
County Counsel

23 January 2017  
Date

February 23, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Agency Services Contract #7069 Amendment #2 with  
Catholic Community Services of Western Washington for  
Family Search and Engagement Services

<b>Purpose/Outcomes</b>	Provides Family Search and Engagement Services to youth in Clackamas County Wraparound Program.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #2 adds \$38,574 bringing the overall contract maximum payment to \$183,574.
<b>Funding Source</b>	Oregon Health Authority - no County General Funds are involved.
<b>Duration</b>	Effective January 1, 2017 and terminates on June 30, 2017
<b>Previous Board Action</b>	NA
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
<b>Contract No.</b>	7069

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Contract Amendment #2 with Catholic Community Services of Western Washington for Family Search and Engagement Services for youth in the Clackamas County Wraparound Program.

Wraparound is a voluntary team-based care planning process for youth with complex needs and multiple system involvement who may have complex behavioral health needs. The Family Search and Engagement Services Program identifies youth enrolled in the wraparound program who are also involved in child welfare and do not have a permanency plan. The program identifies extended family members in efforts to improve family connections and ensure a plan of comprehensive support.

This contract is being extended until June 30, 2017 and will then transfer to Health Share of Oregon.

County Counsel reviewed and approved this contract on January 17, 2017.

**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  
Health, Housing & Human Services Department

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

[Clackamas.us/h3s](http://Clackamas.us/h3s)



**AMEND: 1.0 Engagement**

COUNTY hereby engages **Contractor** to provide **Juvenile Intake and Assessment Screening services** as described in Exhibit A, Scope of Work, attached hereto and incorporated herein.

**TO READ: 1.0 Engagement**

COUNTY hereby engages **CONTRACTOR** to provide **Family Search and Engagement Services** as described in Exhibit A, Scope of Work, attached hereto and incorporated herein.

---

**AMEND: 2.0 Term**

Services provided under the terms of this Contract shall commence **July 1, 2015** and shall terminate **December 31, 2016** unless terminated earlier by one or both parties as provided for in paragraph 6.0. This Contract may be renewed annually and amended by mutual consent of both parties.

**TO READ: 2.0 Term**

Services provided under the terms of this Contract shall commence **July 1, 2015** and shall terminate **June 30, 2017** unless terminated earlier by one or both parties as provided for in paragraph 6.0. This Contract may be renewed annually and amended by mutual consent of both parties.



**AMEND:**      **3.0 Compensation and Fiscal Records**

Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in Exhibit A as follows:

Total payment to CONTRACTOR shall not exceed **\$144,574**.

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

3.2.      Method of Payment. To receive payment, CONTRACTOR shall submit invoices as follows:

CONTRACTOR shall submit invoices by the 10th of the month following the month services were performed. Contract allowable will not exceed **\$106,000**.

**TO READ:**      **3.0 Compensation and Fiscal Records**

3.1      Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in Exhibit A as follows:

Total payment to CONTRACTOR shall not exceed **\$183,574**.

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

3.2.      Method of Payment. To receive payment, CONTRACTOR shall submit invoices as follows:

CONTRACTOR shall submit invoices by the 10th of the month following the month services were performed. Contract allowable will not exceed **\$183,574**.



February 23, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval to apply for the Oregon Criminal Justice Commission (CJC) Adult Drug Court (ADC)  
Grant with the CJC, to continue providing ADC services

<b>Purpose/Outcomes</b>	Provide treatment as an alternative criminal justice sentence for individuals living with mental illness, substance use disorders and co-occurring disorders
<b>Dollar Amount</b>	ADC Grant award of \$332,150.
<b>Funding Source</b>	No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2017 – June 30 2019
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Deborah Cockrell, Health Centers Director – 503-742-5495

**BACKGROUND:**

The Health Centers Division (Behavioral Health Centers) of the Health, Housing & Human Services Department requests the approval to apply for the Criminal Justice Commission Treatment Court Grant Program. Treatment Courts are a collaboration between Oregon Circuit Court, Clackamas County District Attorney’s Office, Clackamas Indigent Defense Corporation, Clackamas County Community Corrections, and Health Centers – Behavioral Health Centers.

The CJC grants are targeted to improve the effectiveness of state and local criminal justice systems through state and federal resources. Specifically, provide judicial response allowing individuals whose crimes are the result of a substance use or co-occurring disorder an alternative to incarceration.

These grant funds will support costs such as salaries, fringe, supplies, equipment, continuing education, office space, utilities, travel expenses, and Division/County indirect charges associated with delivering primary care and related services.

County Counsel reviewed this document on 2/14/2017. No County General Funds are involved.

**RECOMMENDATION:**

Partners of the Adult Drug Court and Mental Health Court recommends approval to apply for the CJC Adult Drug Court and Mental Health Court Grant and further recommend that Richard Swift, H3S Director be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

# Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.  
Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

## \*\* CONCEPTION \*\*

Note: The processes outlined in this form are not applicable to disaster recovery grants.

### Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: H3S-Health Centers Application for:  Subrecipient funds  Direct Grant  
Grant Renewal?  Yes  No

Name of Funding Opportunity: Treatment Court Grant Program  
Funding Source:  Federal  State  Local: \_\_\_\_\_  
Requestor Information (Name of staff person initiating form): Tracy Garell  
Requestor Contact Information: tgarell@clackamas.u  
Department Fiscal Representative: Jennifer Stone  
Program Name or Number (please specify): Adult Drug Court 08634  
Brief Description of Project:

The Oregon Criminal Justice Commission (CJC) is providing funding for evidence-based problem-solving court strategies designed to address the root causes of criminal activity and substance use disorders by coordinating efforts of the judiciary, prosecution, defense, probation, law enforcement, mental health and substance use disorder treatment, and social services. These courts offer non-violent offenders an alternative to incarceration and provide treatment, education and resources to reduce recidivism and provide for healthier communities. This grant will help to fund treatment, peer mentor services, and other supportive services for Clackamas County Adult Drug Treatment Court participants.

Name of Funding (Granting) Agency: Oregon Criminal Justice Commission

Agency's Web Address for Grant Guidelines and Contact Information:

[www.ocjc.state.or.us](http://www.ocjc.state.or.us)

OR

Application Packet Attached:  Yes  No

Completed By: Tracy Garell Date: 02/06/2017

\*\* NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE \*\*

### Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant  Non-Competing Grant/Renewal  Other Notification Date: 01/10/2017  
CFDA(s), if applicable: N/A  
Announcement Date: 01/18/2017 Announcement/Opportunity #: FY 2017-19 Competitive Grant Programs  
Grant Category/Title: Adult Drug Court Max Award Value: \$332,150  
Allows Indirect/Rate: Yes Match Requirement: N/A  
Application Deadline: March 3, 2017 @ 11:59pm Other Deadlines: N/A  
Grant Start Date: 07/01/2017 Other Deadline Description: N/A  
Grant End Date: 06/30/2019  
Completed By: Jennifer Stone  
Pre-Application Meeting Schedule: 02/06/2017

**Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff**

**Mission/Purpose:**

1. How does the grant support the Department's Mission/Purpose/Goals?

The grant supports the department's mission by enabling robust interdepartmental collaboration, and through funding an evidence-based treatment program serving the citizens of Clackamas County.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

The grant supports Health Centers Division's mission by providing care, improving access, and promoting wellness in our community.

3. What, if any, are the community partners who might be better suited to perform this work?

There are no other community partners better suited to perform this work.

4. What are the objectives of this grant? How will we meet these objectives?

According to the grant application instructions and requirements, the goal of the grant is to financially support established treatment courts serving adults, juveniles, and families. The impact of treatment courts have demonstrated positive cost-effective results for people struggling with a substance use disorder through recidivism outcomes by way of interdisciplinary team collaboration, court-directed treatment, and compliance. We expect to maintain current program structure in a collaborative manner.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

Yes, the current programs being funded are Mental Health Treatment Court and Adult Drug Treatment Court.

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required? If no, can staff be hired within the grant timeframe?

Behavioral Health Centers have adequate and qualified staff. Currently staff consists of a program supervisor, lead staff, two therapists, case managers, and peer support mentors.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

Yes, we have partnerships with the Clackamas County Circuit Court, Clackamas County District Attorney's Office, Clackamas Indigent Defense Corporation, Clackamas County Community Corrections, and Bridges to Change. Our community partners are committed to the same goals as Behavioral Health Centers.

3. If this is a pilot project, what is the plan for sunseting the program or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

Not applicable.

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

Not applicable.

**Collaboration**

1. List County departments that will collaborate on this award, if any.

The county departments that will collaborate closely on this award are Community Corrections, H3S, and the District Attorney.

**Reporting Requirements**

1. What are the program reporting requirements for this grant?

• Quarterly and Yearly Data Report to the CJC including information regarding new charges, new convictions, participant sanctions, participant involvement in treatment services and recovery activities in the community. • Quarterly Fiscal Reports  
• Peer Review: Fidelity to 10 Key Components of Drug Courts completed by Oregon Criminal Justice Commission

2. What is the plan to evaluate grant performance? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

We will evaluate grant performance through existing data sources in the electronic health record (Epic & Cerner), and PeopleSoft.

3. What are the fiscal reporting requirements for this grant?

The fiscal requirements are to request for reimbursement (RFR) on a quarterly basis.

**Fiscal**

1. Will we realize more benefit than this grant will cost to administer?

Yes.

2. What other revenue sources are required? Have they already been secured?

The other revenue sources are billing for services and state Medicaid funding.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

Not applicable.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

This is a one-time funding opportunity and the funding will be sustained through a two-year period of performance.

5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Yes the grant covers indirect costs. No rate cap.

Program Approval:

Tracy Gardell  
Name (Typed/Printed)

2-9-17  
Date

Tracy Gardell  
Signature

**\*\* NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR \*\***

**Section IV: Approvals**

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
<i>Deborah Cochran</i>	<i>2/13/2017</i>	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Name (Typed/Printed)	Date	Signature

**IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT, BY EMAIL OR BY COURIER, TO FINANCE. ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.**

**Section V: Board of County Commissioners/County Administration**

*(Required for all grant applications. All grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

**For applications less than \$150,000:**

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

**For applications greater than \$150,000 or which otherwise require BCC approval:**

BCC Agenda item #:  Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.  
Department: keep original with your grant file.



February 23, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval to apply for the Oregon Criminal Justice Commission (CJC) Mental Health Court (MHC) Grant with the CJC, to continue providing MHC services

<b>Purpose/Outcomes</b>	Provide treatment as an alternative criminal justice sentence for individuals living with mental illness, substance use disorders and co-occurring disorders
<b>Dollar Amount</b>	MHC Grant award of \$229,950.
<b>Funding Source</b>	No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2017 – June 30 2019
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Deborah Cockrell, Health Centers Director – 503-742-5495

**BACKGROUND:**

The Health Centers Division (Behavioral Health Centers) of the Health, Housing & Human Services Department requests the approval to apply for the Criminal Justice Commission Treatment Court Grant Program. Treatment Courts are a collaboration between Oregon Circuit Court, Clackamas County District Attorney’s Office, Clackamas Indigent Defense Corporation, Clackamas County Community Corrections, and Health Centers – Behavioral Health Centers.

The CJC grants are targeted to improve the effectiveness of state and local criminal justice systems through state and federal resources. Specifically, provide judicial response allowing individuals whose crimes are the result of a substance use or co-occurring disorder an alternative to incarceration.

These grant funds will support costs such as salaries, fringe, supplies, equipment, continuing education, office space, utilities, travel expenses, and Division/County indirect charges associated with delivering primary care and related services.

County Counsel reviewed this document on 2/14/2017. No County General Funds are involved.

**RECOMMENDATION:**

Partners of the Adult Drug Court and Mental Health Court recommends approval to apply for the CJC Adult Drug Court and Mental Health Court Grant and further recommend that Richard Swift, H3S Director be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

# Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.  
Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

## \*\* CONCEPTION \*\*

Note: The processes outlined in this form are not applicable to disaster recovery grants.

### Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: H3S Application for:  Subrecipient funds  Direct Grant  
Grant Renewal?  Yes  No

Name of Funding Opportunity: Treatment Court Grant Program  
Funding Source:  Federal  State  Local: \_\_\_\_\_  
Requestor Information (Name of staff person initiating form): Tracy Garell  
Requestor Contact Information: tgarell@clackamas.us/ X4803  
Department Fiscal Representative: Jennifer Stone  
Program Name or Number (please specify): Mental Health Court Services 08115  
Brief Description of Project:

The Oregon Criminal Justice Commission (CJC) is providing funding for evidence-based problem-solving court strategies designed to address the root causes of criminal activity and substance use disorders by coordinating efforts of the judiciary, prosecution, defense, probation, law enforcement, mental health and substance use disorder treatment, and social services. These courts offer non-violent offenders an alternative to incarceration and provide treatment, education and resources to reduce recidivism and provide for healthier communities. This grant will help to fund treatment, peer support services and other supportive services for Clackamas County Mental Health Treatment Court participants.

Name of Funding (Granting) Agency: Oregon Criminal Justice Commission  
Agency's Web Address for Grant Guidelines and Contact Information: www.ocjc.state.or.us

OR

Application Packet Attached:  Yes  No  
Completed By: Tracy Garell Date: 02/06/2017

## \*\* NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE \*\*

### Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant  Non-Competing Grant/Renewal  Other Notification Date: 01/10/2017  
CFDA(s), if applicable: N/A  
Announcement Date: 01/18/2017 Announcement/Opportunity #: FY 2017-19 Competitive Grant Programs  
Grant Category/Title: Mental Health Court Max Award Value: \$229,950  
Allows Indirect/Rate: Yes Match Requiremen: N/A  
Application Deadline: March 3, 2017 @ 11:59pm Other Deadlines: N/A  
Grant Start Date: 07/01/2017 Other Deadline Description: N/A  
Grant End Date: 06/30/2019  
Completed By: Jennifer Stone  
Pre-Application Meeting Schedule: 02/06/2017

**Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff**

**Mission/Purpose:**

1. How does the grant support the Department's Mission/Purpose/Goals?

The grant supports the department's mission by enabling robust interdepartmental collaboration, and through funding an evidence-based treatment program serving the citizens of Clackamas County.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

The grant supports Health Centers Division's mission by providing care, improving access, and promoting wellness in our community.

3. What, if any, are the community partners who might be better suited to perform this work?

There are no other community partners better suited to perform this work.

4. What are the objectives of this grant? How will we meet these objectives?

According to the grant application instructions and requirements, the goal of the grant is to financially support established treatment courts serving adults, juveniles, and families. The impact of treatment courts have demonstrated positive cost-effective results for people struggling with a substance use disorder through recidivism outcomes by way of interdisciplinary team collaboration, court-directed treatment, and compliance. We expect to maintain current program structure in a collaborative manner.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

Yes, the current programs being funded are Mental Health Treatment Court and Adult Drug Treatment Court.

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required? If no, can staff be hired within the grant timeframe?

Behavioral Health Centers have adequate and qualified staff. Currently staff consists of a program supervisor, lead staff, therapist, and case managers.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

Yes, we have partnerships with the Clackamas County Circuit Court, Clackamas County District Attorney's Office, Clackamas Indigent Defense Corporation, Clackamas County Community Corrections, and FolkTime. For their roles and responsibilities please see attached MOUs, contract no 7130 and 7313 whereby our community partners are committed to the same goals as Behavioral Health Centers.

3. If this is a pilot project, what is the plan for sunseting the program or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

Not applicable.

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

Not applicable.

**Collaboration**

1. List County departments that will collaborate on this award, if any.

The county departments that will collaborate closely on this award are Community Corrections, H3S, and the District Attorney.

**Reporting Requirements**

1. What are the program reporting requirements for this grant?

• Quarterly and Yearly Data Report to the CJC including information regarding new charges, new convictions, participant sanctions, participant involvement in treatment services and recovery activities in the community. • Quarterly Fiscal Reports  
• Peer Review: Fidelity to 10 Key Components of Drug Courts completed by Oregon Criminal Justice Commission

2. What is the plan to evaluate grant performance? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

We will evaluate grant performance through existing data sources in the electronic health record (Epic & Cerner), and PeopleSoft.

3. What are the fiscal reporting requirements for this grant?

The fiscal requirements are to request for reimbursement (RFR) on a quarterly basis.

**Fiscal**

1. Will we realize more benefit than this grant will cost to administer?

Yes.

2. What other revenue sources are required? Have they already been secured?

The other revenue sources are billing for services and state Medicaid funding.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

Not applicable.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

This is a one-time funding opportunity and the funding will be sustained through a two-year period of performance.

5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Yes the grant covers indirect costs. No rate cap.

Program Approval:

Tracy Garrell

Name (Typed/Printed)

2/9/17

Date

Tracy Garrell

Signature

**\*\* NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR \*\***

**Section IV: Approvals**

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
<i>Deborah Cochrell</i>	<i>2/13/2017</i>	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Name (Typed/Printed)	Date	Signature

**IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT, BY EMAIL OR BY COURIER, TO FINANCE. ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.**

**Section V: Board of County Commissioners/County Administration**  
*(Required for all grant applications. All grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

**For applications less than \$150,000:**

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

**For applications greater than \$150,000 or which otherwise require BCC approval:**

BCC Agenda item #:  Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.  
Department: keep original with your grant file.

February 23, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement, Amendment #1 with  
City of Oregon City/Pioneer Community Center to Provide Social Services for  
Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	Subrecipient Agreement with the City of Oregon City/Pioneer Community Center to provide Older American Act (OAA) funded services for persons in the cities of Oregon City and West Linn.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$113,403. The contract is funded through the Social Services Division agreement with the Oregon Dept. of Human Services, State Unit on Aging.
<b>Funding Source</b>	The Older American Act - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2016 and terminates on June 30, 2017
<b>Previous Board Action</b>	062316-A6
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	7686

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment#1, with the City of Oregon City/Pioneer Community Center to provide Older American Act (OAA) funded services for persons living in the Pioneer Community Center service area which includes the City of West Linn. The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This amendment adds to the maximum compensation. It is a budget adjustment that redistributes the nutrition program funding, adjusts funds for approved evidence-based Physical Activity/Falls Prevention programming, and adds additional Ride Connection transportation funding.

**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  
Health, Housing & Human Services Department

Subrecipient Amendment (FY 16-17)  
Health, Housing and Human Services Department

<u>Subrecipient Agreement Number: 17-004</u>	<u>Board Order Number:</u>
<u>Department/Division: H3S/SSD</u>	<u>Amendment No. 1</u>
<u>Subrecipient: City of Oregon City – Pioneer Comm. Center</u>	<u>Amendment Requested By: Stefanie Reid-Danielson, ADS Contracts Coordinator</u>
Changes: <input type="checkbox"/> Scope of Service <input type="checkbox"/> Contract Time	<input checked="" type="checkbox"/> Contract Budget <input type="checkbox"/> Other:

**Justification for Amendment:**

This agreement provides for resources to be used in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.

This amendment adds to the maximum compensation. It is a budget adjustment that redistributes the nutrition program funding, adjusts funds for approved evidence-based Physical Activity/Falls Prevention programming, and adds additional Ride Connection transportation funding.

Maximum compensation is increased by **\$4,762** to a revised value of **\$118,165**. This Amendment #1, when signed by City of Oregon City – Pioneer Comm. Center ("SUBRECIPIENT") and the Human Health and Housing Services Department on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated **July 1, 2016** as may be amended ("agreement") and continues through **June 30, 2017**;

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement pursuant to this Amendment; and

NOW, THEREFORE, the COUNTY and SUBRECIPIENT hereby agree that the Agreement is amended as follows:



I. AMEND: AGREEMENT

4. **Grant Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$113,403**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
- a. **Grant Funds.** The COUNTY's funding of **\$39,158** in grant funds in this Agreement is the Older Americans Act (CFDAs: 93.043, 93.044, 93.045, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$6,730** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit organization.
- b. **Other Funds.** The COUNTY's funding of **\$37,906** for transportation services outlined in this Agreement are from are from Medicaid funds issued to the COUNTY by the State of Oregon, Department of Human Services and from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$3,000** for Physical Activity/Falls Prevention outlined in this Agreement are from the State of Oregon, Department of Human Services, State Unit on Aging; Special Program Allocation; **\$26,069** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities and **\$540** for Low Income Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

TO READ:

4. **Grant Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$118,165**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
- a. **Grant Funds.** The COUNTY's funding of **\$49,811** in grant funds in this Agreement is the Older Americans Act (CFDAs: 93.043, 93.044, 93.045, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$6,730** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit organization.
- b. **Other Funds.** The COUNTY's funding of **\$24,673** for transportation services outlined in this Agreement are from are from Medicaid funds issued to the COUNTY by the State of Oregon, Department of Human Services and from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$3,000** for Physical Activity/Falls Prevention outlined in this Agreement are from the State of Oregon, Department of Human Services, State Unit on Aging; Special Program; **\$18,684** in Medicaid funds for Medicaid Home Delivered Meals issued to the

To Read:

**City of Oregon City - Pioneer Community Center**  
Fiscal Year 2016-17

	LIEAP Funds	OAA IIIB Funds	OAA IIIC1 Funds	OAA IIIC2 Funds	OAA IIID Funds	NSIP Funds	OAA & Other Match	Other State Funds	Ride Con Funds	STF Funds	Medicaid Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
Federal Award Numbers	N/A	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH	16AAORNSIP			N/A	OR-65-012	N/A				
CFDA Numbers		93.044	93.045	93.045	93.043	93.053				20.513					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(13)	(14)	(15)	(16)	(17)
LIEAP Intakes	540												83	540	\$6.50
Case Management		4,792					533						121.7 hrs	5,325	\$39.37
Reassurance		3,770											95	3,770	\$39.85
Information & Assistance		3,359					374						117	3,733	\$28.815
Transportation - OAA		13,988					1,555					2,331	4,663	17,875	\$3.00
Physical Activity/ Falls Prevention					1,282		0	3,000					57 Classes	4,282	\$75.00
Preventative Screening, Counseling, & Referrals					235		0						6	235	\$40.00
Family Caregiver Assist.							0						0	0	\$38.25
OAA Meal Site Management			6,639	21,721			3,154					31,025	36,500	62,539	\$1.03
Medicaid HDM - SPD				(4,287)			(1,688)	(477)			20,511	(1,828)	2,150	12,232	\$8.69
Transportation - Ride Con In District									21,458			1,431	2,861	22,889	\$7.50
Transportation - Ride Con Out-of Dist										4,503		300	600	4,803	\$7.50
Transportation - Ride Con. Veh. Maint.							770			6,730			N/A	7,500	N/A
Transport - non-med T19										3,990	9,450		960	13,440	\$14.00
<b>TOTALS</b>	540	25,909	6,639	17,434	1,517	(1,688)	5,909	3,000	21,458	15,223	29,961	33,260		159,161	

Source of OAA Match - Staff time & Units of Service in excess of contract  
CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

**Contract Amount: \$ 118,165**

Federal Award Totals \$ 56,541

**Amend:**

**City of Oregon City - Pioneer Community Center**  
Fiscal Year 2016-17

	LIEAP Funds	OAA IIIB Funds	OAA IIIC1 Funds	OAA IIIC2 Funds	OAA IIID Funds	NSIP Funds	OAA & Other Match	Other State Funds	Ride Con Funds	STF Funds	Medicaid Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
Federal Award Numbers	N/A	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH	16AAORNSIP			N/A	OR-65-012	N/A				
CFDA Numbers		93.044	93.045	93.045	93.043	93.053				20.513					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(13)	(14)	(15)	(16)	(17)
LIEAP Intakes	540												83	540	\$6.50
Case Management		4,792					533						121.7 hrs	5,325	\$39.37
Reassurance		3,770											95	3,770	\$39.85
Information & Assistance		3,359					374						117	3,733	\$28.815
Transportation - OAA		13,988					1,555					2,331	4,663	17,875	\$3.00
Physical Activity/ Falls Prevention					812		0	3,000					76 Classes	3,812	\$50.00
Preventative Screening, Counseling, & Referrals					705		0						18	705	\$40.00
Family Caregiver Assist.							0						0	0	\$38.25
OAA Meal Site Management			3,298	16,090			367					29,963	35,250	49,717	\$0.94
Medicaid HDM - SPD				(5,301)		(2,355)	0			28,620	(2,550)	(2,550)	3,000	18,414	\$8.69
Transportation - Ride Con In District									20,750			1,383	2,767	22,133	\$7.50
Transportation - Ride Con Out-of Dist										3,716		248	495	3,964	\$7.50
Transportation - Ride Con. Veh. Maint.							770			6,730			N/A	7,500	N/A
Transport - non-med T19										3,987	9,453		960	13,440	\$14.00
<b>TOTALS</b>	540	25,909	3,298	10,789	1,517	(2,355)	3,599	3,000	20,750	14,432	38,073	31,375		150,927	

Source of OAA Match - Staff time & Units of Service in excess of contract  
CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

**Contract Amount: \$ 113,403**

Federal Award Totals \$ 45,888

SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities and \$540 for Low Income Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

II. AMEND: Exhibit 6 – Budget and Units of Services, Page 3 - Unit Cost Schedule

TO READ: Exhibit 6 – Budget and Units of Services, Page 4 – Unit Cost Schedule

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IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their duly authorized officers.


**SUBRECIPIENT**

City of Oregon City – Pioneer Comm. Center

By:   
Anthony Konkol, City Manager  
City of Oregon City

2-10-17  
Dated

**Approved as to Content:**

  
Kathy Wiseman, Center Manager  
Pioneer Comm. Center

2/10/17  
Date

**CLACKAMAS COUNTY**

Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humbertson  
Commissioner: Paul Savas  
Commissioner: Martha Schrader

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services Dept.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Dated

DRAFT

Approval of Previous Business Meeting Minutes:  
February 2, 2017

## **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, February 2, 2017 – 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT:** Commissioner Jim Bernard, Chair  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader – via Facetime

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

### **I. PRESENTATION**

1. Presentation of the Clackamas County Government Channel 2016 Video Awards  
Garrett Teague, Public & Government Affairs presented the staff report and introduced the video which highlighted the awards.  
The Board thanks Garrett and the great work by our County government channel.

### **II. CITIZEN COMMUNICATION**

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

1. Les Poole, Gladstone – road conditions, public safety, transparency, and citizen participation.

### **III. CONSENT AGENDA**

Chair Bernard 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 Humberston: Second.  
all those in favor/opposed:  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

#### **A. Health, Housing & Human Services**

1. Approval of Amendment 2 to the Intergovernmental Agreement #146952 with the State of Oregon, Department of Human Services (DHS), for the operation of the Oregon Food Stamp Employment and Training Program (OFSET) – *Community Solutions*
2. Approval of an Intergovernmental Agreement between the Housing and Community Development Division and the North Clackamas School District for the Rex Putnam High School Health Center in Jennings Lodge – *Housing & Community Development*

#### **B. Department of Transportation & Development**

1. Approval of an Intergovernmental Agreement with the City of Rivergrove for Engineering Services Performed by the Department of Transportation & Development

**C. Elected Officials**

1. Approval of Victims of Crime Act 2016-2019 VOCA Competitive Grant Award for the District Attorney's Office – DA
2. Request for Approval of an Amendment to the Intergovernmental Agreement between the City of Portland Bureau of Police and Clackamas County Sheriff's Office for The Regional Automated Property Information Database (RAPID) – CCSO

**IV. COUNTY ADMINISTRATOR UPDATE**

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

**V. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 11:38 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](http://www.clackamas.us/bcc/business.html)



**OFFICE OF COUNTY COUNSEL**

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

February 23, 2017

Board of County Commissioners  
 Clackamas County

Members of the Board:

**Stephen L. Madkour**  
 County Counsel

**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
**Shawn Lillegren**  
**Jeffery D. Munns**  
 Assistants

Initiation of Annexation of Territory into the Tri-City Service District

<b>Purpose/Outcomes</b>	Boundary change
<b>Dollar Amount and Fiscal Impact</b>	<b>None.</b>
<b>Funding Source</b>	N/A
<b>Duration</b>	Permanent
<b>Previous Board Action</b>	Discussed in Policy Session in September 2016. Discussions with Tri-City Advisory Committee.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Build public trust through good government – Correcting oversight and ensuring proper and legal wastewater service to customers.</li> <li>2. Honor, utilize, promote and invest in natural resources – supporting provision of wastewater treatment to protect public health and the environment.</li> </ol>
<b>Contact Person</b>	Chris Storey, Assistant County Counsel

**BACKGROUND:**

As part of an ongoing internal process review, Water Environment Services (“WES”) staff on behalf of the Tri-City Service District (“TCSD”) conducted an analysis of TCSD’s boundary. During this analysis, staff performed checks to ensure that all properties that are located within the cities that make up the TCSD (Gladstone, Oregon City, and West Linn) are also within TCSD itself. The cities provide wastewater collection service to those property owners, and TCSD provides wholesale wastewater treatment service.

During the internal analysis conducted by district staff, a discrepancy was noticed in Oregon City and West Linn where 1,433 representing 636 acres and 253 properties representing 144.5 acres, respectively, fell into this gap (the “Remainder Parcels”). Combined, this means that approximately 780.5 acres, or 1.22 square miles, of urbanized territory should be in the District but is not.



Since the discrepancy was discovered, district staff have been actively engaging the individual cities to rectify the situation, and ensure that it is resolved for future annexations. The matter has been discussed with the Tri-City Advisory Committee and the Board was briefed on the matter in September 2016.

Historically, standard operating procedure processed all new property annexations into the cities so that they were also annexed into the TCSD, under an authority called the Boundary Commission. The Boundary Commission was a function of the Oregon Metro (Metro) up until its charter was reviewed in 2000. By 2003, certain functions that Metro carried out, such as this Boundary Commission, were no longer active. The current process, which the Board is aware of, requires that annexations into special districts be processed by the Board of County Commissioners, separate from annexations into cities. The ensuing lack of awareness of this process gap by some city staff allowed for the possibility of properties to be annexed into a city, connected to sanitary sewer service operated by the city's collection system, but not technically be annexed into the district unless the homeowner also submitted an application to do so. The residents would be billed appropriately by the cities and received services, but their properties would not be added to the list of TCSD customers nor be covered by TCSD's ordinances as required by the Clean Water Act.

Resolution of the gap was held pending completion of annexations into West Linn considered as part of the November 2016 ballot, which are now complete and part of the numbers described above.

Staff has conferred with the State Department of Revenue and it has agreed to a legal description defined as the cities as of a certain date. A draft board order initiating consideration of the annexation proposal, as allowed for under Oregon Revised Statutes Chapter 198, is attached.

If the Board decides to proceed with annexing the Remainder Parcels, it will hold two hearings on the matter, currently tentatively scheduled on March 30<sup>th</sup> and April 20<sup>th</sup>. The first hearing would be to decide on the appropriateness of the annexation based on statutory criteria. If the Board determines that it is appropriate, it would enter an order tentatively approving the annexation and ordering a second hearing to receive remonstrances. At the second hearing, if sufficient remonstrances are received, the matter would be referred out to a vote. If sufficient remonstrances are not received, then the annexation becomes final at that point without a vote. No vote is required by default because annexation into the Tri-City Service District does not impose any property taxes.

Going forward, WES staff are coordinating with the cities' staff in order to receive notification of all land use decisions and annexations. Subsequent annexations into the cities will be proactively annexed into the TCSD in a timely fashion.

**RECOMMENDATION:**

Staff recommends that the Clackamas County Board of Commissioners adopt the draft order initiating consideration of annexing the Remainder Parcels into the Tri-City Service District.

Respectfully submitted,

Chris Storey  
Assistant County Counsel

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

In the Matter of Initiation of  
Annexation of Territory to  
Tri-City Service District



ORDER NO. \_\_\_\_\_

**WHEREAS**, the Tri-City Service District, organized and existing under the provisions of ORS Chapter 451 (the "District"), has identified multiple instances where territory was annexed into one of the cities served by the District but not petitioned to annexed into the District as required. These certain parcels receive wastewater service by the District and should appropriately be annexed. These parcels are defined on Exhibit A (the "Remainder Parcels") for annexation into the District. The District has requested that the Board of County Commissioners ("Board") initiate a proceeding for annexation of the Remainder Parcels into the District;

**WHEREAS**, this matter comes before the Board of County Commissioners, acting as the governing body of Clackamas County in its capacity as the Boundary Commission of Clackamas County;

**WHEREAS**, it appearing that the Board has the authority pursuant to Oregon Revised Statutes 198.850(3) to initiate consideration of annexation of the Remainder Parcels; and

**WHEREAS**, it appearing that all statutory and other criteria for consideration of the annexation proposal have been met;

**THEREFORE, IT IS HEREBY RESOLVED THAT** this Board initiates a proceeding for the consideration of annexation of the Remainder Parcels into the District, and further directs that a public hearing on this proposal shall be held by this Board on March 30<sup>th</sup>, 2017 at 10:00 AM in the Commissioners' Hearing Room, 2051 Kaen Road, 4<sup>th</sup> Floor, Oregon City, Oregon.

**DATED** this 23<sup>rd</sup> day of February, 2017.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

EXHIBIT A

All properties annexed into the Cities of Gladstone, Oregon City, and West Linn as of February 23<sup>rd</sup>, 2017 excepting therefrom all such properties already annexed into the Tri-City Service District.



Board of County Commissioners  
 Clackamas County

Members of the Board:

**Approval of Contract with Sirsi Corporation (SirsiDynix) for  
Radio Frequency Identification (RFID) Goods and Services**

<b>Purpose / Outcome</b>	Approval of contract for the purchase of Radio Frequency Identification (RFID) goods and services for Clackamas County Business and Community Services.
<b>Fiscal Impact</b>	Total Contract Amount: \$2,500,000.00 (maximum)
<b>Funding Source</b>	<p>BCS Library Network will pay approximately \$2,500,000.00 from Fiscal Year 2016/2017 through Fiscal Year 2021/2022.</p> <p>Of this amount, approximately \$1,720,000.00 will be billed back to individual Library District cities as they purchase RFID goods and services from Fiscal Year 2016/2017 through Fiscal Year 2021/2022.</p> <p>Expenditures from the BCS Library Network budget will be approximately \$780,000.00 from Fiscal Year 2016/2017 through Fiscal Year 2021/2022.</p>
<b>Duration</b>	Contract through Fiscal Year 2021/2022.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Build Public Trust Through Good Government.</li> <li>2. Grow a Vibrant Economy</li> </ol>
<b>Previous Action</b>	<p>BCC approval of software contract with SirsiDynix for Integrated Library System, September 13, 2007.</p> <p>BCC Policy Session on RFID Implementation Project, September 6, 2016.</p> <p>BCC approval for County Administrator Krupp to sign finalized contract (if ready) during BCC December recess at December 13, 2016 issues discussion and on December 19, 2016 Business Meeting consent agenda.</p>
<b>Contact Person</b>	<p>Laura Zentner, BCS Deputy Director</p> <p>Gary Barth, BCS Director</p>

**Background:**

Clackamas County's Business and Community Services Department is seeking Board approval to enter into a contract with Sirsi Corporation (the primary vendor of the Clackamas County Library District's Integrated Library System) for the ability to purchase Radio Frequency Identification (RFID) hardware, software, consumables, and services. The contract establishes a price agreement that will be utilized for multiple orders on an as needed basis through June 30, 2022. The goods and services are required to implement and maintain RFID technologies throughout the Clackamas County Library District.

In accordance with LCRB C-047-0275, the Procurement Division issued a notice of sole source on November 21, 2016 in the Portland Daily Journal of Commerce and on the Clackamas County bid website. The notice period expired November 28, 2016 and no comments were received.

The contract has been reviewed and approved by County Counsel.

**Recommendation:**

Staff respectfully recommends the Board approve the contract with Sirsi Corporation (SirsiDynix) for the purchase of Radio Frequency Identification (RFID) goods and services.

Sincerely,

Laura Zentner, Deputy Director  
Business and Community Services

Placed on the **February 23, 2017** Agenda by the Procurement Division

## **GOODS AND SERVICES CONTRACT**

This Goods and Services Contract (the “Contract”) is entered into between Sirsi Corporation (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) for the purposes of providing radio frequency identification (“RFID”) products and services.

### **I. TERM**

This Contract shall become effective upon signature of both parties and shall remain in effect until June 30, 2022. This Contract may be extended by the mutual written agreement of the parties. Notwithstanding expiration of this Contract, if any services that have been purchased during the term of this Contract have an expiration date past the expiration of this Contract, such services shall continue through the contemplated term of the service.

### **II. SCOPE OF WORK**

The purpose of this Contract is to establish a price agreement for the purchase of RFID products and services from the Contractor for the benefit of the Library District of Clackamas County (“LINCC”), an informal coalition which currently includes the County (Library Network Main Office and the Oak Lodge Public Library), and 11 cities in the County that operate public libraries: Canby, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy (including a branch in Hoodland), West Linn, and Wilsonville. Membership in LINCC may change from time to time and as such, new members shall be eligible for goods or services under this Contract. It is specifically understood by the Contractor that the members of LINCC are separate legal entities, that the County is acting on behalf of LINCC in order to ensure consistent quality of service and patron experience across Clackamas County, and as such, each LINCC member is an intended third party beneficiary of this Contract.

This Contract covers the purchase of new equipment, supplies, services, software licensing, and ongoing maintenance and support for the benefit of all the member entities in LINCC. This Contract consists of the following documents which are listed in descending order of precedence and are attached and hereby incorporated by reference: this Contract, Attachment A – Price Sheet, Attachment B – Warranty, Attachment C – Terms and Conditions of Support and Maintenance, Attachment D – Product Maintenance and Lifespan Policy, Attachment E – Software License Agreement, Attachment F – Automated Materials Handling Cooperative Maintenance,. If a provision of this Contract is inconsistent with or conflicts with any provision of the named subordinate documents, the provisions of this Contract shall govern and prevail. Contractor acknowledges and agrees that it is responsible for all products delivered pursuant to this Contract, including those created or delivered by a third party or subcontractor of Contractor. Notwithstanding anything else to the contrary herein, Contractor shall guarantee and assure performance by any of its agents or contractors providing services under this Contract to the same extent as if providing the services itself.

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

The County’s supervising representative for this Contract is Greg Williams, Manager of the Clackamas County Library Network, 1810 Red Soils Court, #110, Oregon City, OR 97045, [gwilliams2@clackamas.us](mailto:gwilliams2@clackamas.us). The Contractor representative is Bill Routt, Senior Market Consultant, [Bill.Routt@sirsidynix.com](mailto:Bill.Routt@sirsidynix.com).

### **III. COMPENSATION AND ORDERING PROCESS**

The County agrees to compensate the Contractor on a time and material basis as detailed in this Contract and Attachment A. Pricing outlined in Attachment A shall remain unchanged through June 30, 2019. The maximum compensation authorized under this Contract shall not exceed **\$2,500,000.00**.

Should prices decrease from those shown on Exhibit A or should Contractor sell the same products or services at similar quantities with prices, warranties and/or other terms more favorable than those provided to the County (an "Improved Offer") to another government entity within twelve (12) months of an order placed under this Contract, then Contractor shall within thirty (30) business days thereafter notify the County of that sale. The Contractor shall either (i) rebate to County the difference between the existing contractual order and the Improved Offer or (ii) provide such difference as a credit available for the duration of the Contract. If such credit is not used during the term of the Contract, it shall then be refunded to the County.

If County identifies an Improved Offer that it was not notified of by Contractor, it may claim the benefit of that Improved Offer. If Contractor is of the opinion any apparently more favorable price, warranty or term offered a customer during the term of the contract with the County is not in fact most favored treatment, Contractor shall make a reasonable attempt to notify the County in writing, setting forth detailed reasons Contractor believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. The County after due consideration of such written explanation, may either accept the explanation or rescind its Improved Offer claim, or provide written explanation of why it does not accept such explanation and thereupon receive the benefit of the Improved Offer.

The prices detailed in Exhibit A shall remain guaranteed for orders for any of the items listed, in any quantity, placed through June 30th, 2019. While all efforts will be made to maintain Exhibit A pricing after June 30th, 2019, should any price adjustment be necessary, Contractor will not increase pricing more than three percent (3%) per contract year during the remaining term of the Agreement. The itemized support and maintenance prices in Exhibit A are exempt from this clause; the \$38,081.68 fee shall be paid annually for a period of five (5) years (based on the initial order).

**Invoices:** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Attachment A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statutes ("ORS") 293.462.

Invoices shall be submitted to the County representative.

**Ordering Process:** This Contract does not provide any promise by County to purchase anything from Contractor, nor does it create any type of exclusive contract relationship. No purchases shall be authorized unless an official County purchase order for specific goods and services is issued by the County.

Travel Expense Reimbursement Authorized  Yes  No

### **IV. CONTRACT PROVISIONS**

**1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their

duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**2. AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation; *provided, however*, that (i) as set forth above, County has no obligation to purchase anything from Contractor, (ii) funds for any fiscal period after June 30, 2017 are contingent on due appropriation by the Clackamas Board of County Commissioners, and (iii) continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.

**3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

**4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations, as such may be amended from time to time. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

**5. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**6. GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.



**8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents 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, or infringement of intellectual property, caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees or agents.

**9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, 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 Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

**10. INSURANCE.** Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

**A. COMMERCIAL GENERAL LIABILITY**

The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage for the protection of the County, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

**B. AUTOMOBILE LIABILITY**

The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the County, its officers, commissioners, agents 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 County, at its option, may require a complete copy of the above policy.

**C.** Contractor shall provide County a certificate of insurance naming the Clackamas County and its agents, officers, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and

its agents, officers, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days 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 with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**D.** If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

**E.** 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, whichever is greater, 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 its retroactive date is on or before the effective date of this Contract.

**F.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**G.** Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

**11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to section 14(A), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**13. OWNERSHIP OF WORK PRODUCT.** The parties agree that all software and any related documentation shall remain the exclusive property of the Contractor.

**14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance

with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with commercially reasonable efforts; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. Service Warranty. Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and County's and LINCC members' remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warranty shall be deemed a material breach of this contract.

**15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the Section VI and the following Sections of Section III: 1, 6, 8, 11, 13, 14, 15, 21, and 22.

**16. SEVERABILITY.** If any term or provision of this Contract 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 the Contract did not contain the particular term or provision held to be invalid.

**17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 14, and 26 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

**18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These

remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATION.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work. County may withhold or reduce payments or seek recovery if the termination arises from or is related to Contractor's failure to perform under this Contract.

**22. THIRD PARTY BENEFICIARIES.** Although the County and Contractor are the only parties to this Contract, all members of LINCC are intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

**23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.

**24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of

Oregon prior to entering into this Contract.

**25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

**27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

(A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.

(B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract.

(C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**28. DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

**29. INSPECTIONS.** Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole, reasonable discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

**30. MERGER. EXCEPT FOR THE CONTRACT DOCUMENTS TO PROVIDE A INTEGRATED**

**LIBRARY SYSTEM FOR THE LIBRARY INFORMATION NETWORK OF CLACKAMAS COUNTY DATED JULY 24, 2007, AS AMENDED, THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES AND ALL NECESSARY STATE APPROVALS HAVING BEEN OBTAINED. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**SIGNATURE PAGE TO FOLLOW**





M. BARBARA CARTMILL  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

February 23, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Funding Agreement between  
Portland General Electric (PGE) and Clackamas County Service District No. 5 (CCSD#5)  
for McLoughlin Blvd. Street Lighting

<b>Purpose/Outcomes</b>	An agreement between PGE and CCSD#5 for funding contribution related to the installation of street lighting on McLoughlin Blvd. between the cities of Milwaukie and Gladstone.
<b>Dollar Amount and Fiscal Impact</b>	Up to \$184,000
<b>Funding Source</b>	CCSD#5
<b>Duration</b>	September 30, 2018
<b>Previous Board Contact</b>	Business Meeting (11/22/2016)
<b>Strategic Plan Alignment</b>	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone)   wendicor@clackamas.us
<b>Contract No.</b>	None

**BACKGROUND:**

After obtaining board approval of the McLoughlin Blvd. street lighting petition on November 25, 2015, CCSD#5 has been working cooperatively with PGE and the Oregon Department of Transportation to complete the plan for adding street lighting to improve public safety.

The funding agreement has been reviewed by County Counsel and is attached for your review and approval.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, grant authority to the Board Chair to approve the attached funding agreement or alternative versions with non-material revisions to fund services from PGE to assist with the installation of street lighting on McLoughlin Blvd.

Respectfully submitted,

Wendi Coryell, Service District Specialist  
Department of Transportation and Development



**CONTRACT FOR SERVICES  
BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT #5 AND  
PORTLAND GENERAL ELECTRIC RELATED TO THE  
MCLOUGHLIN BOULEVARD STREET LIGHTING PROJECT**

This Contract for Services (“Agreement”), dated \_\_\_\_\_, 2017, is made and entered into by and between Portland General Electric Company, an Oregon corporation (“PGE”) and Clackamas County Service District No. 5, a county service district formed pursuant to ORS Chapter 451, (“CCSD #5”) (collectively the “Parties” and each a “party”).

**RECITALS**

1. PGE is authorized to enter into this Agreement and to legally bind PGE under the direction or approval of its board, officers, members or representatives.
2. CCSD #5 is authorized to enter into this Agreement and to legally bind CCSD #5.
3. CCSD #5 has a planned capital improvement project within the boundary of its district to provide street lighting to the portion of McLoughlin Blvd. (OR99E) South of Milwaukie (MP 6.68) and north of the City of Gladstone (MP 10.43). The entire capital improvement project will provide 155 new LED street lights on new and existing poles in the project area.
4. The capital improvement project described above is planned to proceed in phases, with the first phase including the installation of five (5) interset poles, a photometric engineering analysis and the removal of certain luminaries and poles (the “Project”). The work associated with the Project is more particularly described in Exhibit “A” which is attached hereto and incorporated herein.
5. CCSD #5 contracts with PGE, a regulated public utility, for design, installation, maintenance and operation of street lights within the District, including OR99E.
6. PGE and CCSD #5 agree that PGE is the most appropriate entity to perform the work associated with the Project.
7. CCSD #5 agrees to pay to PGE a not to exceed amount of One Hundred Eighty Four Thousand Dollars (\$184,000) as full and final consideration for and satisfaction of all work associated with the Project.

**NOW, therefore,** in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **AGREEMENT**

1. **TERM.** This Agreement shall be effective upon execution, and shall continue until the Project, described in this Agreement, is substantially complete and final payment is made, or September 30, 2018, whichever is sooner.
  
2. **OBLIGATIONS OF PGE.**
  - A. PGE, or its consultant, shall complete the work described in Exhibit “A” no later than September 30, 2018.
  
  - B. PGE will be identified as project lead.
  
  - C. PGE will facilitate and coordinate design work, permitting and land use entitlements with CCSD #5.
  
  - D. PGE shall submit all drawings and specifications, and other information at a level of detail needed to complete roadway safety and operational evaluations on facilities being installed by the Project to CCSD #5 for review and approval.
  
  - E. PGE shall submit invoices to CCSD #5 for reimbursement of design, materials and construction costs billed to the Project and to be paid by CCSD #5. PGE shall submit invoices to CCSD #5 within three (3) months from the date that costs are incurred. Final invoices submitted after the three (3) months shall not be eligible for reimbursement. Administrative or staff costs incurred by PGE are not reimbursable. Notwithstanding any provision herein which may be construed to the contrary, the total compensation provided to PGE by the CCSD #5 under this Agreement shall not exceed the amount of One Hundred Eighty Four Thousand Dollars (\$184,000) without prior written amendment of this Agreement executed by PGE and CCSD #5.
  
  - F. All lighting contemplated as a part of the McLoughlin Boulevard lighting project shall be considered Option A as defined by PGE and the Oregon Public Utility Commission. Upon completion of the Project, PGE will assume ownership and maintenance of all luminaires and poles.
  
  - G. PGE shall submit invoices to CCSD #5 at the following address:  
  
Clackamas County Service District No. 5  
Attention: Wendi Coryell  
150 Beavercreek Road  
Oregon City, OR 97045  
(503) 742-4657  
  
A copy of DISTRICT invoices may be emailed to: [wendicor@clackamas.us](mailto:wendicor@clackamas.us)
  
  - H. PGE shall request concurrence from CCSD #5 once it believes the Project is substantially complete. The Project shall not be deemed to be substantially complete until the Parties both sign the concurrence described herein.

### **3. OBLIGATIONS OF CCSD #5.**

- A. CCSD #5 will provide necessary assistance to PGE in order to complete the Project, as follows;
1. CCSD #5 will coordinate with PGE in the design and construction of the Project.
  2. When requested, CCSD #5 will provide timely feedback regarding design, permitting and construction issues. Timely feedback is defined as any reasonable deadline specified by PGE in carrying out the above mentioned tasks.
  3. CCSD #5 will respond in a timely manner to PGE's requests to execute applications or documents and to provide information or approval to PGE or consultants for purposes of fulfilling the purpose of this Agreement.
  4. CCSD #5 will provide a timely response where PGE requests the substantial completion concurrence described above in Section 2(I). A timely response is defined as any reasonable amount of time required by CCSD #5 to evaluate the completeness of the Project.
- B. District shall obtain a permit to "Occupy or Perform Operations upon a State Highway" from assigned State District 2B office for illumination installation. District agrees to comply with all provisions of said permit(s), and shall require its developers, contractors, subcontractors, partnering utility provider or consultants performing such work to comply with such permit and review provisions.
- C. CCSD #5 shall reimburse PGE for invoices submitted by PGE for design and construction costs billed to the Project and paid by PGE. CCSD #5 shall issue payment to PGE for approved costs within 45 days of receipt of invoices. Administrative or staff costs incurred by PGE are not reimbursable. Notwithstanding any provision herein which may be construed to the contrary, the total compensation provided to PGE by CCSD #5 under this Agreement shall not exceed the amount of One Hundred Eighty Four Thousand Dollars (\$184,000) without prior written amendment of this Agreement executed by CCSD #5 and PGE. All contracts related to the Project are subject to approval by the governing body of CCSD #5.
- D. CCSD #5 shall issue payment to PGE at the following address:
- Portland General Electric  
Attention: Aroun Xaybanha  
1705 NE Burnside  
Gresham, OR 97030  
503-669-5218

### **4. DEFAULT AND TERMINATION OF AGREEMENT.**

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

B. Any termination of this Agreement shall not prejudice any rights or obligations accrued to each party prior to termination.

**5. LIASION RESPONSIBILITY.**

A. Aroun Xaybanha or his/her designee, will act as liaison for PGE for this Project.

Contact Information:  
Portland General Electric  
1705 NE Burnside  
Gresham, OR 97030  
503-669-5218

B. Wendi Coryell, or her designee, will act as liaison for CCSD #5 for this Project.

Contact Information:  
Clackamas County Service District No. 5  
150 Beaver Creek Road  
Oregon City, OR 97045  
(503) 742-4657 or [wendicor@clackamas.us](mailto:wendicor@clackamas.us)

**6. GENERAL PROVISIONS.**

A. The terms contained in the "Oregon Governmental Contracting Addendum" which is attached hereto as Exhibit "B" are fully incorporated herein.

**PORTLAND GENERAL  
ELECTRIC COMPANY**

**CLACKAMAS COUNTY SERVICE  
DISTRICT NO. 5**

By \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Clackamas County Service District No. 5 (“CCSD#5)****(Exhibit A)****McLoughlin Blvd. Street Lighting Petition****Project Scope (Phase 1)**

CCSD#5 District is working collaboratively with the Portland General state to install new street lighting along OR99E/McLoughlin Boulevard from the southern boundary of the city of Milwaukie (MP 6.68) to the northern boundary of the city of Gladstone (MP 10.43). This work will occur in the ODOT right of way and will require ODOT coordination, permitting and approvals. The construction will be done in two phases. Costs associated with phase 1 and 2 are described in the table below:

**Phase One**

<b>Element/Work</b>	<b>Cost</b>	<b>Unit</b>	<b>Total Cost</b>
Westside Intersect Poles	\$ 4,960	5	\$24,800
Full Project Photometric Engineering Analysis	\$33,835	1	\$33,835
Westside Replacement Poles + PGE Overtime for Installation	\$ 7,500	8	\$60,000
Westside Discontinuance for Replacement Poles	\$ 4,493	1	\$ 4,493
Westside Fixture Installation on Existing Poles	-	91	\$0
<b>Total Cost</b>			<b>\$123,128</b>

**Phase Two**

The majority of construction costs are expected for phase two and will be completed through a separate contractor. The following table provides the PGE costs related to the phase two work:

<b>Element/Work</b>	<b>Cost</b>	<b>Unit</b>	<b>Total Cost</b>
Circuitry and Energize	-	-	\$60,000
Eastside New Aluminum Pole	-	64	\$0
<b>Total Cost</b>			<b>\$60,000</b>

## OREGON GOVERNMENTAL CONTRACTING ADDENDUM

This contracting addendum ("Addendum") is entered as an additional agreement to that certain contracting documents entered into by the below signatories. As used below, "Contract" or "Contract Documents" or similar term shall include this Addendum. To the extent there is any conflict between the Contract Documents, the terms of this Addendum shall control.

**A.** All employers, including Contractor, which employ workers who work under this Contract in the State of Oregon shall comply with Oregon Revised Statutes ("ORS") Chapter 656.017 and provide required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. Contractors shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 per disease for each employee, and \$500,000 minimum policy limit.

**B.** The Contract Documents are expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. The following terms and conditions are made a part of this Contract:

**1.** CONTRACTOR shall:

**a)** Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the prosecution of the work provided for in the Contract Documents.

**b)** Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of the Contract Documents.

**c)** Not permit any lien or claim to be filed or prosecuted against Clackamas County or CCSD #5 on account of any labor or material furnished.

**d)** Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

**2.** If CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with the Contract Documents as such claim becomes due, the proper officer representing CCSD #5 may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of the Contract Documents.

3. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

4. CONTRACTOR shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for such services and all moneys and sums which CONTRACTOR collected or deducted from the wages of CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C. The insurance described in Subsection A above shall provide sixty (60) days written notice to CCSD #5 in the event of a cancellation or material change. This policy(s) shall be primary insurance as respects to CCSD #5. Any insurance or self-insurance maintained by CCSD #5 shall be excess and shall not contribute to it.

1. The CONTRACTOR agrees to furnish CCSD #5 evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage for the protection of CCSD #5, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to the Contract Documents. The general aggregate shall apply separately to this project / location. CCSD #5, at its option, may require a complete copy of the above policy.

2. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract Documents for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S, whichever is greater, 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 the coverage's retroactive date is on or before the effective date of the Contract Documents.

3. The CONTRACTOR agrees to furnish CCSD #5 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 CCSD #5, 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. CCSD #5, at its option, may require a complete copy of the above policy.

**4.** The insurance, other than the Workers' Compensation, Professional liability and Pollution liability insurance, shall include CCSD #5 as an additional insured. Proof of insurance must include a copy of the endorsement showing CCSD #5 as a scheduled insured.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the CONTRACTOR to CCSD #5.

This policy(s) shall be primary insurance as respects to CCSD #5. Any insurance or self-insurance maintained by CCSD #5 shall be excess and shall not contribute to it

**5.** The CONTRACTOR will provide written notice to CCSD #5 within sixty (60) days after any reduction in the general aggregate limit.

**D.** The laws of the State of Oregon shall govern as to the interpretation, validity, and effect of this Contract without giving effect to conflict of law provisions thereof.

**E.** This Contract may be terminated by either party upon at least ten (10) days written notice to the other.

**F.** The CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work under this Contract. CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Any violation shall entitle CCSD #5 to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

**1.** Termination of this Contract, in whole or in part;

**2.** Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to CCSD #5'S setoff right, without penalty; and

**3.** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. CCSD #5 shall be entitled to recover any and all damages suffered as the result of CONTRACTOR'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and CCSD #5 may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.



**G.** The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

2. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR'S property, operations, receipts, or income, or to CONTRACTOR'S performance of or compensation for any work performed by CONTRACTOR;

3. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and

4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**H.** To the extent the CONTRACTOR is negligent, the CONTRACTOR shall indemnify, hold harmless and defend Clackamas County and CCSD #5, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including but not limited to attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the negligent acts, errors, omissions, or fault of the CONTRACTOR or the CONTRACTOR'S employees or agents.

**I.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Contract. No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

**J.** Except as otherwise set forth herein, this Contract constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by such party of that or any other provision.

**K.** The benefits conferred by this Contract, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties. The rights and obligations of each party under this Contract may not be assigned in whole or in part without the prior written consent of the other party.

**L.** This Contract shall be construed according to the laws of the State of Oregon. CONTRACTOR and CCSD #5 shall negotiate in good faith to resolve any dispute arising under this Contract. Should any dispute arise between the parties concerning this Contract that is not resolved by mutual agreement, it is agreed that the matter may be submitted to mediate negotiation prior to any party commencing litigation. In such an event, the parties to this Contract may agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator's fees and costs shall be borne equally by the Parties. In the event mediation is unsuccessful, the Parties are free to pursue any legal remedies that may be available. Any litigation between CONTRACTOR and CCSD #5 arising under this Contract or out of work performed pursuant to this Contract shall occur, if in the state courts, in the Clackamas County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

**M.** If any clause, sentence, or portion of the terms and conditions of this Contract becomes illegal, null, or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law. All provisions concerning indemnity survive the termination of this Contract for any cause.

**N.** CONTRACTOR and CCSD #5 agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.

**O.** CONTRACTOR acknowledges that the provisions of ORS 276.071 apply to this Contract and agree to cooperate to ensure that the public contracting laws within ORS Chapters 279A, 279B and 279C are followed.

**P.** No official or employee of CCSD #5 shall be personally liable to CONTRACTOR for any obligation under the terms of this Contract.

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

**R.** Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

**S.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Contract shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of

any other remedies for the same default or breach, or for any other default or breach, by the other party.

**T.** Either Party may change the liaison contact information, or the invoice or payment addresses by giving prior written notice thereof to the other party at its then current notice address.

**U.** Each party represents that it has the authority to enter into this Contract on its behalf and the individual signatory for a party represents that it has been authorized by that party to execute and deliver this Contract.

**V.** This Contract may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

*[Signature Page Follows]*

By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein. The Contractor agrees to perform the scope of work as described in the contract documents and meet the performance standards set forth therein.

**CONTRACTOR:**

**CCSD #5:**

**PORTLAND GENERAL  
ELECTRIC COMPANY**

**CLACKAMAS COUNTY SERVICE  
DISTRICT NO. 5**

By \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #2 to the Contract Documents with Stettler Supply Company  
for the Blower System Upgrades Project P202161/P112160

<b>Purpose/Outcomes</b>	Termination of Convenience of February 11, 2016 contract for replacement of failing blowers.
<b>Dollar Amount and Fiscal Impact</b>	Reduction of contract value by \$1,264,373.10.
<b>Funding Source</b>	Clackamas County Service District No.1 and Tri-City FY 2015-16 and 2016-17 annual budgets. No General Funds impacted.
<b>Duration</b>	Terminated
<b>Previous Board Action</b>	In the Clackamas County Service District No. 1 budget as approved by the Board of County Commissioners on June 25, 2015, Resolution #2015-75
<b>Strategic Plan Assignment</b>	<ol style="list-style-type: none"> <li>1. This project supports the WES Strategic Plan to provide partner communities with reliable waste water infrastructure to serve existing customers and support future growth.</li> <li>2. This project supports the County Strategic Plan of building a strong infrastructure that delivers services to customers.</li> </ol>
<b>Contact Person</b>	Randy Rosane PE, Project Manager – Water Environment Services – 503-742-4573

**BACKGROUND:**

The HSI HT-Series Turbo blowers provided as part of the Tri-City Water Pollution Control Plant Phase I Expansion were installed in April 2011 to serve the existing conventional activated sludge (CAS) treatment system for Clackamas County Service District No. 1 (District) and a new membrane bioreactor (MBR) treatment system constructed by District.

The blowers experienced significant problems immediately upon installation, leading to District requesting and receiving a warranty extension from April 2011 to April 2016. The blowers have continued to be unreliable since they were installed and the warranty has expired.

On October 21, 2015 the District publicly advertised for bids, through County Procurement, for construction services to replace the conventional activated sludge (CAS) and the membrane bioreactor (MBR) process blowers.

On December 8, 2015 eight (8) bids were received and evaluated. It was determined that Stettler Supply Company DBA Stettler Supply & Construction was the lowest responsive bidder and is eligible to perform work in the State of Oregon.

A contract in the amount of \$1,581,085.00 was approved and executed by the Board of County Commissioners on February 11, 2016.

In the interim, the manufacturer responsible for the failed blowers offered and the District accepted new replacement blowers with proven technology at no cost to the District for the equipment. The manufacturer also provided a temporary blower for District use while waiting for the new blowers to be manufactured and shipped.

On August 18, 2016 the contract was amended to increase the total dollar amount by \$65,257.00 to cover additional work to update the scope for the installation of a temporary blower that was not in original design.

The contract has since been terminated for convenience per notification to Stettler dated November 21, 2016 due to changes in the project that requires District provided equipment be installed. The District is redesigning and rebidding the project to ensure a fair and equitable bidding process.

Amendment #2 reduces the total amount of the contract by \$1,264,373.10, leaving a total contract amount of \$381,968.90 as total project construction costs.

Amendment #2 has been reviewed and approved by county counsel.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, a county service district, approve and execute Amendment #2 to the Contract Documents with Stettler Supply Company for the Blower Upgrades Project P202161/P112160.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Purchasing.

**AMENDMENT #2**

**TO THE CONTRACT DOCUMENTS WITH STETTLER SUPPLY COMPANY FOR THE  
BLOWER UPGRADE PROJECT P202161/P112160**

This Amendment #2 is entered into between Stettler Supply Company ("Contractor") and Clackamas County Service District No. 1 and Tri-City Service District ("Districts") shall become part of the Contract entered into between the parties on February 11, 2016 ("Contract").

This Contract is being terminated for Convenience by the Districts as established by Article 13, and per the letter sent to Contractor dated November 21, 2016.

As a part of wrapping up the Contract, this Amendment #2 is to make the following changes to the Contract;

1. Article 5. Contract Price: Due to the changes in the project that requires owner provided equipment be installed, the Districts are reducing the maximum Contract Price authorized under this Contract by \$1,264,373.10. The last sentence of Article 5 of the Agreement is hereby deleted and replaced with the following:

The Contract Price shall be \$381,968.90 and shall not be exceeded without prior written authorization of both parties.

ORIGINAL CONTRACT	\$ 1,581,085.00
AMENDMENT #1	\$ 65,257.00
<b>AMENDMENT #2</b>	<b>&lt;\$ 1,264,373.10&gt;</b>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 381,968.90</b>

**SIGNATURE PAGE FOLLOWS**

This Amendment #2 may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument. By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

Stettler Supply Company  
4420 Ridge Drive NE  
Salem, OR 97301

**Clackamas County Service District No. 1**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Name, Title

**Tri-City Service District**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair Date

053528-10  
\_\_\_\_\_  
Oregon Business Registry Number

DBC / OR  
\_\_\_\_\_  
Entity Type / State of Formation

\_\_\_\_\_  
Recording Secretary

Approved as to Form

\_\_\_\_\_  
County Counsel





Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

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**RECOMMENDATION:**

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Respectfully submitted,

Greg Geist, Director  
Water Environment Services

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Salem, OR 97301

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Authorized Signature

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Name, Title

**Tri-City Service District**

\_\_\_\_\_  
Date

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053528-10  
\_\_\_\_\_  
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Approved as to Form

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