

DRAFT

Approval of Previous Business Meeting Minutes:

June 18, 2020

June 25, 2020

July 9, 2020

July 16, 2020

July 23, 2020

July 30, 2020

## BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, June 18, 2020 – 10:00 AM**

**Virtual Meeting via Zoom**

**PRESENT:** Chair Jim Bernard  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Housing Authority Commissioner Ann Leenstra

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the public Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing [ClackCoNews@clackamas.us](mailto:ClackCoNews@clackamas.us).
- Be sure to include your name and area when you email.

### **\*\*\*COVID-19 Update**

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

Nancy Bush, Disaster Mgmt. and Dr. Sarah Present gave a COVID-19 update.

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

Regarding sending a letter to the Governor:

#### **MOTION:**

Commissioner Savas: I move we send a letter to the Governor restating our phase II opening request, request CARES funding reimbursement for Clackamas County, renew our request for public messaging that was discussed on Tuesday.

Commissioner Humberston: Second.

Gary Schmidt clarified the motion. Staff will prepare the letter and have it back to the Board by the end of this meeting.

Clerk call the poll:

Commissioner Fischer: Abstain, until she sees letter:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – it passes 4-1.

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

(See more discussion under County Administrator Update at the end of the Agenda).

Gary Schmidt, County Administrator: The following items were approved and signed in accordance with Clackamas County [Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
Disaster Mgmt., Health, Housing & Human Services, Public Health Signed by Gary Schmidt – 6-12-2020 Approved by BCC 6-16-2020	Approval of an Intergovernmental Agreement with Oregon Health Science University for COVID 19 testing (contact tracers) – contract No. 9754 The amount is for \$50,000, which is from state funding, no General Funds. <a href="#">Staff Report</a>
Disaster Mgmt., Health, Housing & Human Services, Public Health Signed by Gary Schmidt – 6-12-2020 Approved by BCC 6-16-2020	An Intergovernmental Agreement with the City of Lake Oswego for COVID-19 testing The amount is for \$30,000, which is from state funding, no General Funds. <a href="#">Staff Report</a>

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item.

**I. HOUSING AUTHORITY CONSENT AGENDA**

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

**MOTION:**

- Commissioner Leenstra: I move we approve the Housing Authority Consent Agenda.
- Commissioner Humberston: Second.
- Clerk call the poll:
- Commissioner Leenstra: Aye.
- Commissioner Fischer: Aye.
- Commissioner Humberston: Aye.
- Commissioner Savas: Aye.
- Commissioner Schrader: Aye.
- Chair Bernard: Aye – the Ayes have it, the motion carries 6-0.

1. Resolution 1946 Approving the Housing Authority of Clackamas County’s FY 2020/2021 Budget
2. In the Matter of Writing off Uncollectible Accounts for the Fourth Quarter of FY 2020

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

**II. BOARD DISCUSSION ITEM**

**Board of County Commissioners**

1. **Resolution No. 2020-40** Denouncing Racism, Condemning Violence, and Countering Systemic Discrimination

Gary Schmidt, County Administrator introduced the resolution.

**MOTION:**

- Commissioner Humberston: I move we approve the Resolution as amended and request Commissioner Savas read the resolution in full.
- Commissioner Schrader: Second.

~Board Discussion~ [www.clackamas.us/meetings/bcc/business](http://www.clackamas.us/meetings/bcc/business)

Clerk call the poll:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Schrader: Aye.  
Commissioner Savas: Aye.  
Chair Bernard: Aye – it passes 5-0.  
Commissioner Savas read the Resolution.

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### **III. PUBLIC HEARINGS** (13 Public Hearing related to Budget)

#### **Clackamas County Budget**

1. **Resolution No. 2020-41** Adopting the Clackamas County Budget for the 2020-2021 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2020 through June 30, 2021

Elizabeth Comfort, Department of Finance presented the staff report.

Chair Bernard opened the public hearing. Dylan Blaylock, PGA will moderate this portion.

1. Jan Lee, Budget Committee Citizen Member – email in support.

Chair Bernard closed the public hearing and asked for a motion.

#### **MOTION:**

Commissioner Humberston: I move we approve the action and adopt the 2020-2021 budget for Clackamas County as presented in the Resolution.

Commissioner Schrader: Second.

~Board Discussion~ [www.clackamas.us/meetings/bcc/business](http://www.clackamas.us/meetings/bcc/business)

Clerk call the poll:

Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: No.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – it passes 4-1.

2. **Resolution No. 2020-42** Adopting Changed Fees for Clackamas County for Fiscal Year 2020-2021

Kathleen Rastetter, County Counsel presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing.

Chair Bernard asked for a motion.

#### **MOTION:**

Commissioner Humberston: I move we approve and adopt the changed fees and fines for Clackamas County Fiscal Year 2020-2021 as presented in the Resolution.

Commissioner Fischer: Second.

Clerk call the poll:

Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – it passes 5-0.

3. **Ordinance No. 06-2020** Adopting Changed Fines for Clackamas County for Fiscal Year 2020-2021 and Declaring an Emergency

Kathleen Rastetter, County Counsel presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion to read by title only.

**MOTION:**

Commissioner Humberston: I move we read the Ordinance by title only.

Commissioner Schrader: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – it passes 5-0.

Chair Bernard asked the Clerk to assign number 06-2020 and read the Ordinance by title only, then asked for a motion.

**MOTION:**

Commissioner Humberston: I move we adopt the Ordinance for the Changed Fines for Clackamas County Fiscal Year 2020-2021 and Declaring an Emergency

Commissioner Schrader: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – it passes 5-0.

*The Board adjourned as the Clackamas County Board of Commissioners and convened as the Enhanced Law Enforcement District on the next item.*

**Enhanced Law Enforcement District**

4. **Resolution No. 2020-43** Adopting the Enhanced Law Enforcement District Budget for the 2020-2021 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2020 through June 30, 2021

Elizabeth Comfort, Department of Finance presented the staff report.

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

**MOTION:**

Commissioner Humberston: I move we approve the action and adopt the 2020-2021 budget for the Clackamas County Enhanced Law Enforcement District as presented in the Resolution.

Commissioner Schrader: Second.

~Board Discussion~

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: No.

Commissioner Schrader: Aye.

Chair Bernard: Aye – it passes 4-1.

*The Board adjourned as the Enhanced Law Enforcement District and convened as the Clackamas County Extension and 4-H Service District on the next item.*

**Clackamas County Extension & 4-H Service District**

5. **Resolution No. 2020-44** Adopting the Clackamas County Extension & 4-H Service District Budget for the 2020-2021 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2020 through June 30, 2021

Elizabeth Comfort, Department of Finance presented the staff report.

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

**MOTION:**

Commissioner Savas: I move we approve the action and adopt the 2020-2021 budget for the Clackamas County Extension and 4-H Service District Budget as presented in the Resolution.

Commissioner Schrader: Second.

~Board Discussion~

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

*The Board adjourned as the Extension and 4-H Service District and convened as the Library Service District of Clackamas County on the next item.*

**Library Service District of Clackamas County**

6. **Resolution No. 2020-45** Adopting the Library Service District of Clackamas County 2020-2021 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2020 through June 30, 2021

Sarah Eckman, Business & Community Services presented the staff report.

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

**MOTION:**

Commissioner Savas: I move we approve the action and adopt the 2020-2021 budget for the Library Service District of Clackamas County as presented in the Resolution.

Commissioner Schrader: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – it passes 5-0.

*The Board adjourned as the Library Service District of Clackamas County and convened as the North Clackamas Parks and Recreation District on the next items.*

-BREAK-

**North Clackamas Parks & Recreation District**

7. **Resolution No. 2020-46** Adopting the North Clackamas Parks & Recreation District's 2020-2021 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2020 through June 30, 2021

Scott Archer and Elizabeth Gomez, North Clackamas Parks & Recreation District presented the staff report.

*~Board Discussion~*

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

**MOTION:**

Commissioner Humberston: I move we approve the action and adopt the 2020-2021 budget for the North Clackamas Parks and Recreation District as presented in the Resolution.

Commissioner Schrader: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – it passes 5-0.

8. **Resolution No. 2020-47** for a North Clackamas Parks & Recreation District Supplemental Budget (Greater than 10 % and Transfer of Appropriations) for FY 2019-20

Scott Archer and Elizabeth Gomez, North Clackamas Parks & Recreation District presented the staff report.

*~Board Discussion~*

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

**MOTION:**

Commissioner Humberston: I move we approve the resolution for a North Clackamas Parks & Recreation District Supplemental Budget greater than 10% and transfer of appropriations for FY 2019-2020.

Commissioner Savas: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – it passes 5-0.

*The Board adjourned as the North Clackamas Parks and Recreation District and convened as the Development Agency on the next item.*

**Clackamas County Development Agency**

9. **Resolution No. 2020-48** Adopting and Appropriating Funds for the 2020-2021 Fiscal Year Budget for the Clackamas County Development Agency

Dave Queener, Development Agency presented the staff report.

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

**MOTION:**

Commissioner Savas: I move we approve the action and adopt the 2020-2021 budget for the Clackamas County Development Agency as presented in the Resolution.

Commissioner Humberston: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – it passes 5-0.

*The Board adjourned as the Development Agency and convened as Service District No. 5 for the next item.*

**Service District No. 5, Street Lighting**

10. **Resolution No. 2020-49** Adopting and Appropriating Funds for the 2020-2021 FY Budget for Clackamas County Service District No. 5

Wendi Coryell, Service District No. 5 presented the staff report.

*~Board Discussion~*

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

**MOTION:**

Commissioner Savas: I move we approve the action and adopt the 2020-2021 budget for Clackamas County Service District No. 5 as presented in the Resolution.

Commissioner Schrader: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – it passes 5-0.

*The Board will adjourn as Service District No. 5 and convene as the Governing Body for Water Environment Services for the next three items.*

**Water Environment Services**

11. **Resolution No. 2020-50** Adopting and Appropriating Funds for the 2020-2021 FY Budget for Water Environment Services

Greg Geist, Water Environment Services presented the staff report.

*~Board Discussion~*

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

**MOTION:**

Commissioner Humberston: I move we approve the action and adopt the 2020-2021 budget for Water Environment Services as presented in the Resolution.

Commissioner Schrader: Second.

*~Board Discussion~*



Clerk call the poll:

Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – it passes 5-0.

**12. Board Order No. 2020-51** Amending and Adopting Rates and Charges for Water Environment Services

Greg Geist, Water Environment Services.

Chair Bernard opened the public hearing and asked if anyone wishes to speak.

1. Les Poole, Gladstone – Thanked WES and the Board for their work.

Seeing no more to speak, he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Humberston: I move we amend and adopt the rates and charges for Water Environment Services as presented in the Board Order.

Commissioner Savas: Second.

Clerk call the poll:

Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – it passes 5-0.

**13. Board Order No.2020-52** Establishing System Development Charges for Water Environment Services for Fiscal Year 2020-2021

Greg Geist, Water Environment Services presented the staff report.

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

**MOTION:**

Chair Bernard: I move we Establish System Development Charges for Water Environment Services for Fiscal Year 2020-2021 as presented in the Board Order.

Commissioner Schrader: Second.

*~Board Discussion~*

Clerk call the poll:

Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – it passes 5-0.

**The Board adjourned as Governing Body for Water Environment Services and re-convened as the Board of County Commissioners for the remainder of the meeting.**

**IV. CONSENT AGENDA**

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

*~Board Discussion~*

**MOTION:**

Commissioner Humberston: I move we approve the Consent Agenda.

Commissioner Schrader: Second.

Clerk call the poll:

Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

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

1. Approval of Intergovernmental Agreement No. 160440, Amendment with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents – *Social Services*
2. Approval of Software Services Agreement / Procurement of Software Services with Firstwatch Solutions Inc. for the Public Health Division - *Procurement*
3. Approval of Assignment of Two Agreements with Northwest Housing Alternatives, LLC for the Pleasant Avenue Apartments Project in Oregon City – *Housing & Community Development*
4. Approval of a Grant to Clackamas Women’s Services to Administer COVID-19 Rental Relief Program Funds and Approval of a Grant to Northwest Family Services to Administer COVID-19 Rental Relief Program Funds

**B. Finance Department**

1. Approval of Extension of Lease #1 for the Willamette Building with Willamette Building Partnership
2. Approval of Extension of Lease #1 for the Homestead Building with Homestead Building, LLC for the Sandy Behavioral Health Center

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Intergovernmental Agreement between the Clackamas County Sheriff’s Office and the City of Gladstone, Oregon to Participate in an Interagency Special Weapons and Tactics (SWAT) Team - *ccso*
3. Request by the Clackamas County Sheriff’s Office to Approve Amendment Number 3 to the Agreement with the Oregon State Marine Board - *ccso*
4. **\*REMOVED (for further review)** - Approval of Intergovernmental Agreement Amendment No. 1 between Tri-County Metropolitan Transportation District of Oregon (Tri-Met), the City of Portland and Clackamas County Sheriff’s Office for Transit Police Services - *ccso*
5. Approval of Intergovernmental Agreement No. 34057 between Clackamas County Sheriff’s Office and State of Oregon, acting by and through its Department of Transportation - *ccso*
6. Request by the Clackamas County Sheriff’s Office to Enter into the Annual Operating and Financial Plan with the USDA Forest Service for Cooperative Law Enforcement Services in the Mt. Hood National Forest - *ccso*

**D. County Counsel**

1. **Board Order No. 2020-53** Adoption of a Previously Approved Land Use Zone Change Application, File No. Z0546-19-Z – Kirchem Farm

**E. Technology Services**

1. Approval of Purchase Order for HPE Nimble Primary Storage Capacity and Annual Support from CDW Government LLC - *Procurement*

**V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. **Resolution No. 2020-54** for North Clackamas Parks and Recreation District for Transfer of Appropriations for Fiscal Year 2019-2020

**VI. WATER ENVIRONMENT SERVICES**

1. Approval of Amendment No. 1 to the Agreements between Water Environment Services and Hillsboro Landfill, Inc.; Valley Landfills, Inc.; Wasco County Landfill, Inc.; and Waste Management Services of Oregon, Inc. for Disposal of Biosolids, Grit, Screenings and *Debris* - *Procurement*

**VII. CITIZEN COMMUNICATION - NONE**

**VIII. COUNTY ADMINISTRATOR UPDATE**

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

NOTE: The completed letter was brought back to the Board during County Administrator Update for consideration.

More COVID-19 Discussion with Nancy Bush and Dr. Sarah Present.

Chair Bernard the letter was already approved, just need to clarify the edits.

**MOTION:** for Letter 1.

Chair Bernard: Call the question to approve the edits per Nancy Bush.

Commissioner Savas: Second.

~Board Discussion~

Clerk to call the poll:

Commissioner Fischer: No.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: No – it passes 3-2.

\*2 letters to the Governor: one from the BCC one from the Chairs of the three Counties.

**VIII. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 1:07 PM**

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

# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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**Thursday, June 25, 2020 – 10:00 AM**

**Virtual Meeting via Zoom**

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

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the public Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing [ClackCoNews@clackamas.us](mailto:ClackCoNews@clackamas.us). Be sure to include your name and area when you email.

## **\*\*\*COVID-19 Update**

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

Nancy Bush, Disaster Mgmt. and Dr. Sarah Present gave a COVID-19 update.

*~Board Discussion~*

## **I. PUBLIC HEARING**

1. Second Reading of Ordinance No. 05-2020 Amending County Code Chapter 2.15, County Internal Auditor – *1<sup>st</sup> reading was 6-11-2020*

Jodi Cochran, Chief Audit Executive presented the staff report.

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

### **MOTION:**

Commissioner Humberston: I move we read the Ordinance by title only.

Commissioner Savas: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

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

### **MOTION:**

Commissioner Humberston: I move we adopt Ordinance 05-2020 Amending Clackamas County Code Chapter 2.15, County Internal Auditor.

Commissioner Savas: Second.

*~Board Discussion~*

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

## **II. CONSENT AGENDA**

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

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

### **MOTION:**

Commissioner Humberston: I move we approve the Consent Agenda.  
Commissioner Schrader: Second.  
Clerk call the poll:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

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

1. Approval of Local Subrecipient Grant Agreement with Northwest Family Services for Casa Esperanza – Culturally Specific Domestic Violence Shelter and Services – *CFCC*
2. Local Subrecipient Grant Agreement with Northwest Family Services to Provide a Bi-Lingual Help Me Grow Liaison – *CFCC*
3. Approval of a Local Subrecipient Grant Amendment No. 2 with Northwest Family Services for Student Resource Coordination – *CFCC*
4. Approval of Change Order No. 3 between Clackamas County and Ankrom Moisan Associated Architect, Inc. for the Sandy Health Clinic Project – *Community Development*
5. Approval of Amendment No. 3 to Intergovernmental Subrecipient Agreement with the Canby Adult Center to Provide Older Americans Act Services for Clackamas County Residents – *Social Services*
6. Approval of Amendment No. 3 to Intergovernmental Subrecipient Agreement with Hoodland Senior Center to Provide Social Services for Clackamas County Residents – *Social Services*
7. Approval of Agreement with Oregon Department of Transportation, Rail and Public Transit Division, for FTA 5311 Rural Transportation Funds for COVID related Operations of Mt Hood Express – *Social Services*
8. Approval of Amendment No. 12 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County – *Public Health*
9. Approval of Amendment No. 9 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County – *Public Health*

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

1. **Board Order No. 2020-55** Approving Solid Waste Management Fee Adjustments
2. Approval of Supplemental Project Agreement No. 34089 with Oregon Department of Transportation (ODOT) for the Clackamas Connections Integrated Corridor Management Project

**C. Finance Department**

1. Approval of Lease for 16201 SE McLoughlin Boulevard with C.G.F. Family Limited Partnership for the Oak Lodge Library
2. Approval of Lease for the Clackamas County Extension and 4-H Service District Buildings with Clackamas County
3. **Resolution No. 2020-56** for Clackamas County for Transfer of Appropriations for Fiscal Year 2019-2020
4. Approval of a Contract with NTA Contracting, Inc. for the SE 90<sup>th</sup> Avenue Reconstruction - *Procurement*

**D. Elected Officials**

1. Approval of Intergovernmental Agreement Amendment No. 1 between Tri-County Metropolitan Transportation District of Oregon (Tri-Met), the City of Portland and Clackamas County Sheriff's Office for Transit Police Services - ccso

**E. County Counsel**

1. Approval of the Designation of Newspaper for the 2020 Property Tax Foreclosure Publication

**F. Department of Human Resources**

1. Approval of the Labor Contract between Clackamas County and the Clackamas County Federation of Parole and Probation Officers (FOPPO)

**G. Business & Community Services**

1. Approval of Willamette Falls Legacy Project - Willamette Falls Trust Grant Agreement by Metro, City of Oregon City, Clackamas County, and the Willamette Falls Trust

**H. County Administration**

1. Approval of an Amendment to an Intergovernmental Agreement with the State of Oregon Related to Funding for a Future County Courthouse

**III. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of Amendment No. 3 to the Interagency Agreement between North Clackamas Parks & Recreation District and Health, Housing and Human Services, Social Services Division
2. Approval of a Grant Agreement with North Clackamas Parks & Recreation District and the Oregon State Marine Board (OSMB) as Part of the Maintenance Assistance Program (MAP) for FY 2020-21
3. Approval of Stewardship Agreement 20-SA-11060600-004 between North Clackamas Parks & Recreation District and USDA Forest Service – Mt. Hood National Forest for the Rock Creek Project

#### **IV. WATER ENVIRONMENT SERVICES**

1. Approval of Amendment No. 1 to an Intergovernmental Agreement between Water Environment Services and Clackamas Community College for Watershed Health Education and a Renewable Energy and Watershed Interpretative Public Art Mural Project

#### **V. CITIZEN COMMUNICATION** Dylan Blaylock, PGA will moderate this portion.

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

1. Kayla Coven, Milwaukie Chit-Chat – issues with the Clackamas County Sheriff's office, quoted George Novak "*Understanding History*".

*~Board Discussion~*

#### **VI. COUNTY ADMINISTRATOR UPDATE**

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

#### **VII. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 11:25**

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

# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

**Thursday, July 9, 2020 – 10:00 AM**

**Virtual Meeting via Zoom**

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

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the Public Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing [ClackCoNews@clackamas.us](mailto:ClackCoNews@clackamas.us).
- Be sure to include your name and area when you email.

## **\*\*\*COVID-19 Update**

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

Gary Schmidt, County Administrator:

The following items were approved and signed in accordance with Clackamas County [Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
Health, Housing & Human Services Signed by Gary Schmidt – 6-29-2020 Ratified by BCC 6-30-2020 during Issues.	Approval of Amendment #2 to Do Good Multnomah to administer a Motel Voucher Program On 6-29-2020 Per the COVID-19 emergency declaration County Administrator Gary Schmidt I signed a contract on the BCC behalf. It is an amendment #2 to Do Good Multnomah to administer a motel voucher program. The cost is \$22,500 and the funding is from federal CARES Act funds. No general funds. This will be before the Board 6-30-2020 at issues for ratification. <a href="#">Staff Report</a>
Disaster Management Approved by BCC on Tuesday, 6-30-2020 during Issues.	Approval to Apply for Intergovernmental Agreement for Covid-19 Respite Shelter between Clackamas County and Washington County I will seek your approval for the attached contract at issues today: an IGA with Washington County for a respite/isolation shelter, as required by the Governor's Phase I reopening. The cost is \$305,325 from the General Fund. The expectation is we would be reimbursed for this amount from the CARES Act funding. <a href="#">Staff Report</a>

Nancy Bush, Disaster Management, and Dr. Sarah Present gave an update regarding COVID-19.  
~Board Discussion~



## **I. PUBLIC HEARINGS**

1. **Board Order No. 2020-57** Accepting a Request to Transfer Jurisdiction from Clackamas County to the City of Milwaukie of a Portion of Monroe Street, County Roads #2361 and Kuehn Road, County Roads #1249

Mike Bays, Transportation & Development presented the staff report.

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

### **MOTION:**

Commissioner Humberston: I move we approve the Board Order Accepting a Request to Transfer Jurisdiction from Clackamas County to the City of Milwaukie of a Portion of Monroe Street, County Roads #2361 and Kuehn Road, County Roads #1249.

Commissioner Fischer: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

2. **Board Order No. 2020-58** Approving the Limited Delegation of Contract Signing Authority  
Stephen Madkour, County Counsel presented the staff report.

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

### **MOTION:**

Commissioner Humberston: I move we approve the Board Order Approving the Limited Delegation of Contract Signing Authority.

Commissioner Fischer: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

## **II. BOARD DISCUSSION ITEMS**

### **County Administration**

1. **Resolution No. 2020-59** Establishing Juneteenth as a County Holiday

Gary Schmidt, County Administrator read the resolution.

*~Board Discussion~*

### **MOTION:**

Commissioner Humberston: I move we approve the Resolution establishing Juneteenth as a County Holiday.

Commissioner Schrader: Second.

*~Board Discussion~*

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

**Department of Transportation & Development**

2. Approval of a Memorandum of Understanding and Letter of Commitment for the Get Moving Transportation Measure

Dan Johnson, Mike Bezner and Jamie Stasny DTD presented the staff report.

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

**MOTION:**

Chair Bernard: I move we approve the Memorandum of Understanding and Letter of Commitment for the Get Moving Transportation Measure.

Commissioner Fischer: Second.

~Board Discussion~

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: No.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-1.

**III. CONSENT AGENDA**

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

**MOTION:**

Commissioner Humberston: I move we approve the Consent Agenda.

Commissioner Savas: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

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

1. Approval of Amendment No. 3, to the Intergovernmental Subrecipient Agreement with Foothills Community Church/Molalla Adult Community Center to Provide Older Americans Act Services for Clackamas County Residents – *Social Services*
2. Approval of Amendment No. 3, to Intergovernmental Subrecipient Agreement with City of Sandy – Senior & Community Center to Provide Older Americans Act Services for Clackamas County Residents – *Social Services*
3. Approval of Amendment No. 3, to Intergovernmental Subrecipient Agreement with Friends of the Estacada Community Center to Provide Older Americans Act Services for Clackamas County Residents – *Social Services*
4. Approval of Amendment No. 3, to Intergovernmental Subrecipient Agreement with City of Wilsonville - Community Center to Provide Older Americans Act Services for Clackamas County Residents - *Social Services*
5. Approval of Intergovernmental Agreement 160453, Amendment No. 1 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of No Wrong Door Services to Clackamas County Residents – *Social Services*
6. Approval of a Local Subrecipient Grant Agreement Amendment No. 3 with Lifeworks Northwest to provide Relief Nursery Services in Clackamas County - *CFCC*
7. Approval of a Local Subrecipient Grant Agreement Amendment No. 1 with Todos Juntos to provide Kindergarten Readiness Partnership & Innovation Services – *CFCC*

8. Approval of Local Subrecipient Grant Agreement with Northwest Family Services for Children of Incarcerated Parents and Parenting Inside Out Services – CFCC
9. Approval of an Intergovernmental Agreement Amendment No. 1 with Oregon City School District to Provide Kindergarten Readiness Partnership & Innovation Services – CFCC
10. Approval of Local Subrecipient Grant Agreement with Clackamas Women’s Services for Shelter/Advocacy and Crisis Domestic Violence Services – CFCC
11. Approval of a Local Subrecipient Grant Agreement with Clackamas County Children’s Commission to Provide a Help Me Grow Liaison – CFCC
12. Approval of a Local Subrecipient Grant Agreement Amendment No. 1 with Immigration & Refugee Community Organizations to Provide Kindergarten Readiness Partnership & Innovation Services - CFCC

**B. Department of Transportation & Development**

1. Approval of a Contract with Harper Houf Peterson Righellis, Inc. for the Lolo Pass Road Stabilization and Surface Preservation - *Procurement*

**C. County Administration**

1. Approval of a Revised Amendment to an Intergovernmental Agreements with the State of Oregon Related to Funding for a Future County Courthouse

**D. Technology Services**

1. Approval for a Service Level Agreement between Clackamas Broadband eXchange and The Park Academy for a Dark Fiber Connection
2. Approval of an Intergovernmental Agreement with the State of Oregon Department of Administrative Services for Albert Security Monitoring
3. Service Level Agreement between Clackamas County Technology Services and Clackamas 800 Radio Group for a Dark Fiber Connection

**E. Community Corrections**

1. Approval of Intergovernmental Agreement No. 5834, Amendment No. 1 with the State of Oregon Department of Corrections Reflecting the Decrease in Inmate Welfare Funds (IWF) for Fiscal Year 2020-2021

**F. Disaster Management**

1. Approval to Apply for FY 2020 Emergency Management Performance Grant between Clackamas County and the State of Oregon

**IV. PUBLIC COMMUNICATION** Dylan Blaylock, PGA will moderate this portion.

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

1. Angela Nylund, Boring – asked if there is enough contact tracers so our percentages are correct. We need a united front with Washington County when dealing with Governor.
2. Les Poole, Gladstone – Fairness for CARES fund in Clackamas County.

~Board Discussion~

**V. COUNTY ADMINISTRATOR UPDATE** - <https://www.clackamas.us/meetings/bcc/business>

**VI. COMMISSIONERS COMMUNICATION** - <https://www.clackamas.us/meetings/bcc/business>

**MEETING ADJOURNED – 12:25 PM**

# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, July 16, 2020 – 10:00 AM**

**Virtual Meeting via Zoom**

**PRESENT:** Chair Jim Bernard  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Housing Authority Commissioner Ann Leenstra

## CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the Public Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing [ClackCoNews@clackamas.us](mailto:ClackCoNews@clackamas.us). Be sure to include your name and area when you email.

## **\*\*\*COVID-19 Update**

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

Nancy Bush, Disaster Management, and Dr. Sarah Present gave an update regarding COVID-19.  
~Board Discussion~

Gary Schmidt, County Administrator:

The following item was approved and signed in accordance with Clackamas County [Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
Health, Housing & Human Services Signed by Gary Schmidt – 7-15-2020 Request for Ratification by the BCC 7-16-2020 at Business meeting.	Approval of Amendment #04 to the Personal Services Agreement with Advantage Nurse Staffing of Oregon, Inc. for temporary medical staffing in support of the COVID-19 response. <a href="#">Staff Report</a> The additional cost is \$300,000 which comes from Public Health and Health Centers Administration funding, no General Funds.
Health, Housing & Human Services Signed by Gary Schmidt – 7-16-2020 Request for Ratification by the BCC 7-16-2020 at Business meeting.	Approval of Amendment No. 4 to an Intergovernmental Agreement with the State of Oregon, Housing and Community Services Department to Administer COVID 19 Energy Assistance CARES Act Funding. <a href="#">Staff Report</a>
Health, Housing & Human Services Signed by Gary Schmidt – 7-16-2020 Request for Ratification by the BCC 7-16-2020 at Business meeting .	Approval to Apply for Coronavirus Relief Funds from the Oregon Health Authority. <a href="#">Staff Report</a>
Health, Housing & Human Services Signed by Gary Schmidt – 7-16-2020 Request for Ratification by the BCC 7-16-2020 at Business meeting.	Approval to Apply for FEMA Crisis Counseling Program Funds through the Oregon Health Authority. <a href="#">Staff Report</a>

Chair Bernard asked for a motion.

**MOTION:**

Commissioner Humberston: I move we ratify this item.  
Commissioner Savas: Second.  
~Board Discussion~  
Clerk call the poll:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item.

**I. HOUSING AUTHORITY CONSENT AGENDA**

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

~Board Discussion~ regarding removing these agenda items for further review and questions.

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

**MOTION:**

Commissioner Leenstra: I move we approve the Housing Authority Consent Agenda.  
Chair Bernard: Second.

~Board Discussion~

Clerk call the poll:  
Commissioner Leenstra: No.  
Commissioner Fischer: No.  
Commissioner Humberston: No.  
Commissioner Savas: No.  
Commissioner Schrader: No.  
Chair Bernard: No – the motion fails 6-0.

**MOTION:**

Commissioner Savas: I move we defer both Housing Authority Consent Agenda items until next week.

Commissioner Fischer: Second.

~Board Discussion~

Clerk call the poll:  
Commissioner Leenstra: Aye.  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: No – the Ayes have it, the motion carries 5-1.

These two Housing Authority items will be discussed at Policy Session on Tuesday July 21, 2020 and also discussed at the July 23, 2020 Business meeting.

1. Approval of Three Project Proposals Recommended by Housing Authority of Clackamas County Staff and Submitted in Response to the 2020 Notice of Funding Availability for Metro Affordable Housing Bond Funding & Authorization to Forward to Metro for Concept Endorsement
2. Approval of Omnibus Resolution No 1948 Authorizing the Execution, Acknowledgement and Delivery of Documents for the Webster Road Redevelopment Project

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

## **II. CONSENT AGENDA**

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

~Board Discussion~

### **MOTION:**

Commissioner Savas: I move we approve the Consent Agenda.  
Commissioner Humberston: Second.  
Clerk call the poll:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

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

1. Approval of Change Order No. 2 with Banlin Construction, LLC for Clackamas County Children's Commission Head Start New Classroom Building Project – *Community Development*
2. Approval of Amendment No. 3 to Intergovernmental Subrecipient Agreement with City of Lake Oswego – Lake Oswego Adult Community Center to Provide Older Americans Act Services for Clackamas County Residents – *Social Services*
3. Approval of Amendment No. 4 to Intergovernmental Subrecipient Agreement with Hoodland Senior Center to Provide Social Services for Clackamas County Residents – *Social Services*
4. Approval of Amendment No. 4 to Intergovernmental Subrecipient Agreement with City of Gladstone – Gladstone Senior Center to Provide Social Services for Clackamas County Residents - *Social Services*
5. Approval of Amendment No. 4 to Intergovernmental Subrecipient Agreement with City of Oregon City - Pioneer Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
6. Approval of a Local Subrecipient Grant Agreement Amendment No. 1 with Metropolitan Family Services to Provide Kindergarten Readiness Partnership & Innovation Services – *CFCC*
7. Approval of a Sub-recipient Agreement with Clackamas Women Services (CWS) and the Community Development Division for Emergency Solution Grant COVID Funding for the CWS Homeless Shelter – *Disaster Mgmt.*
8. Approval of a Sub-recipient Agreement with Northwest Housing Alternatives and the Community Development Division for Emergency Solutions Grant COVID Funding for the Annie Ross House – *Disaster Mgmt.*
9. Approval of a Sub-recipient Agreement with Northwest Family Services and the Community Development Division for Emergency Solution Grant COVID Funding for the Casa Esperanza House – *Disaster Mgmt.*

### **B. Community Corrections**

1. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and City of Happy Valley to Provide Work Crew Services for FY 2020-2021

2. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas River Water to Provide Work Crew Services for FY2020-2021
3. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and the County Fair Board to Provide Work Crew Services for FY 2020-2021

**C. Business & Community Services**

1. Approval of Intergovernmental Agreement between Clackamas Education Service District and Clackamas County for Internet Service and Data Backup Service – *Library Network*
2. Approval of Amendment No. 3 to the Contract with Total Golf Management Services LLC for Management Services for the Operation of Stone Creek Golf Club
3. Approval of COVID-19 Emergency Business Assistance Program Forgivable Loan Agreement between the State of Oregon and Clackamas County for Grant Funds to be Distributed to Clackamas County Small Businesses – *Economic Development*
4. Approval of Local Grant Agreement Amendment (FY20-21) between Business & Community Services and Micro Enterprise Services of Oregon to Add Funding Received from the State of Oregon Emergency Business Assistance Forgivable Loan Program.

**D. Technology Services**

1. Approval for a Service Level Agreement between Clackamas Broadband eXchange and the City of Gladstone for Dark Fiber Connections.

**III. WATER ENVIRONMENT SERVICES**

1. Approval of a Contract between Water Environment Services and Leeway Engineering Solutions, LLC for RFP 2020-16 Mt. Talbert and Gladstone Infiltration and Inflow Source Identification and Rehabilitation Project - *Procurement*

**IV. PUBLIC COMMUNICATION** Dylan Blaylock, PGA will moderate this portion.

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

1. Email - Martin and Dawn Ingles, Canby – importance of wearing masks.
2. Email - Mark Shull, questions regarding County contracts.

~Board Discussion~

Gary Schmidt, County Administrator stated the 2<sup>nd</sup> email would be a public records request, and he asked Dylan to email the message to him.

**V. COUNTY ADMINISTRATOR UPDATE**

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

**VI. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 11:40 AM**



## BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

**Thursday, July 23, 2020 – 10:00 AM**

**Virtual Meeting via Zoom**

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

**EXCUSED:** Housing Authority Commissioner Ann Leenstra

### CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the Public Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing [ClackCoNews@clackamas.us](mailto:ClackCoNews@clackamas.us).
- Be sure to include your name and area when you email.

### **\*\*\*COVID-19 Update**

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

Nancy Bush, Disaster Management, and Dr. Sarah Present gave a brief update regarding COVID-19.

*~Board Discussion~*

1. Approval of an Addendum No 4 to Resolution No. 2020-14 Declaring a Local State of Emergency Regarding the COVID-19

Stephen Madkour, County Counsel presented Addendum No. 4. to the Board.

*~Board Discussion~*

### **MOTION:**

Commissioner Savas: I move we approve Addendum No. 4 to Resolution No. 2020-14, Declaring a Local State of Emergency and Declaring Emergency Measures.

Commissioner Fischer: Second.

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next items.



**I. HOUSING AUTHORITY BOARD DISCUSSION ITEMS**

1. Approval of Three Project Proposals Recommended by Housing Authority of Clackamas County Staff and Submitted in Response to the 2020 Notice of Funding Availability for Metro Affordable Housing Bond Funding & Authorization to Forward to Metro for Concept Endorsement

Stephen McMurtrey and Jill Smith, Housing Authority presented the staff report.

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

**MOTION:**

Commissioner Fischer: I move approval of Three Project Proposals Recommended by Housing Authority of Clackamas County Staff and Submitted in Response to the 2020 Notice of Funding Availability for Metro Affordable Housing Bond Funding & Authorization to Forward to Metro for Concept Endorsement, with the direction that as these projects move forward we look at all of goals including the possibility of mixed income housing.

Commissioner Humberston: Second.

Clerk call the Poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

2. Approval of Omnibus Resolution No 1948 Authorizing the Execution, Acknowledgement and Delivery of Documents for the Webster Road Redevelopment Project

Stephen McMurtrey and Jill Smith, Housing Authority presented the staff report.

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

The Board wants staff to keep the Board updated through this process.

**MOTION:**

Commissioner Fischer: I move we approval of Omnibus Resolution No 1948 Authorizing the Execution, Acknowledgement and Delivery of Documents for the Webster Road Redevelopment Project,

Commissioner Schrader: Second.

Clerk call the Poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

Rich Swift, Health, Housing and Human Services Director thanked his staff and the Board for their leadership on all these projects.

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

## **II. CONSENT AGENDA**

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

### **MOTION:**

Commissioner Humberston: I move we approve the consent agenda.  
Commissioner Schrader: Second.  
Clerk call the Poll:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

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

1. Approval of Amendment No. 4 to Intergovernmental Subrecipient Agreement with Friends of the Estacada Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
2. Approval of Amendment No. 4 to Intergovernmental Subrecipient Agreement with Foothills Community Church/Molalla Adult Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
3. Approval of a Subrecipient Agreement Amendment No. 1 with Legal Aid Services of Oregon to Provide Housing Rights and Referral and Legal Assistance for Clackamas County Residents – *Social Services*
4. Approval of Amendment No. 4 to Intergovernmental Subrecipient Agreement with City of Sandy – Senior & Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
5. Approval of a Subrecipient Grant Amendment No. 2 with Community Living Above to Provide Youth Marijuana and Substance Abuse Prevention Efforts in West Linn/Wilsonville – *CFCC*

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

1. **Resolution No. 2020-60** Approval to Apply for a Transportation Growth Management (TGM) Grant to Update the Pedestrian and Bicycle Master Plans
2. Approval of Avolve Software Corp. Software as a Service Agreement and Procurement of Software Services from SHI International Corp - *Procurement*

### **C. Finance Department**

1. Approval of the Grant Agreement No. 1003 with the State of Oregon Department of Administrative Service for Coronavirus Relief Fund

### **D. Elected Officials**

1. Request by the Clackamas County Sheriff's Office to Accept a Grant from the United States Department of Justice, Bureau of Justice Assistance for Reimbursement Related to Clackamas County COVID-19 Response - *CCSO*

**E. Technology Services**

1. Approval of Purchase of Annual Technical Support Services from Oracle America, Inc. for Peoplesoft Software - *Procurement*

**III. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of an Intergovernmental Agreement between North Clackamas Parks and Recreation District and Clackamas Community College for Community Based Instructional Programs
2. Approval of Intergovernmental Agreement between North Clackamas Parks and Recreation District and Clackamas Community College for Educational & Enrichment Services

**IV. PUBLIC COMMUNICATION**

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

1. Pamela White, spoke about the Safe Kid Collation and gave updates.
2. Simon Fulford, Parrot Creek and Inn Home – endorses Pamela’s testimony regarding the Safe Kid Collation. Thanked the Board for their advocacy for Children.
3. Email from Laura Harris – asking about legal advice.
4. Les Poole, via Phone – requesting live meeting before the Board, also, better and easy access to the zoom meetings, there is a big amount of unnecessary spending of tax payer dollars.

**V. COUNTY ADMINISTRATOR UPDATE**

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

**VI. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED - 12:03 PM**

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# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, July 30, 2020 – 6:00 PM**

**Virtual Meeting via Zoom**

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

**EXCUSED:** Chair Jim Bernard

## CALL TO ORDER

■ Roll Call

Chair Bernard is attending another meeting this evening, Commissioner Martha Schrader will serve as Chair for this meeting.

■ Pledge of Allegiance

Chair Schrader:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the Public Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing [ClackCoNews@clackamas.us](mailto:ClackCoNews@clackamas.us).
- Be sure to include your name and area when you email.

## **\*\*\*COVID-19 Update**

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

Nancy Bush, Disaster Management gave an update regarding COVID-19.

~Board Discussion~

Gary Schmidt, County Administrator:

The following items were signed by the County Administrator in accordance with Clackamas County [Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency. *These items have been ratified by the Board, Gary Schmidt read them for the Record.*

DEPARTMENT	ITEM
Disaster Management and H3S Signed by Gary Schmidt, County Administrator 7-27-2020 Ratified by the Board Tuesday, 7-28-2020 at their weekly work session.	Authorization for Disaster Management Director to sign the Housing and Urban Development COVID-19 CARES Grant Agreements. <a href="#">Staff Report</a> <i>Under the COVID-19 Emergency Declaration Gary Schmidt approved a grant application on behalf of the Board: Disaster Management/Health, Housing and Human Services to apply for a \$2.5 million Emergency Services Grant, COVID-19 Cares Grant. The funds will be used for homeless prevention services. The funding is from the U.S. Department of Housing and Urban Development. No general funds are involved.</i>
Finance - State CARES Act Funding: Signed by Gary Schmidt, County Administrator 7-24-2020 Ratified by the Board Tuesday, 7-28-2020 at their weekly work session.	<i>State CARES Act Funding - the County's second reimbursement request to the State for CARES Act funding. This request is for \$1.67 million. The previous CARES Act reimbursement request was for \$5.6 million. The Board previously authorized Gary Schmidt to sign these applications on their behalf. <a href="#">CARES request</a></i>

~Board Discussion~

**I. CONSENT AGENDA**

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

**MOTION:**

Commissioner Humberston: I move we approve the consent agenda as amended.  
Commissioner Fischer: Second.  
Clerk call the Poll:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Chair Schrader: Aye – the Ayes have it, the motion carries 4-0.

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

1. **REMOVED for further staff review:** Approval of HOME Loan Documents with Green Line Affordable Development Limited Partnership for the Fuller Station Affordable Housing in Happy Valley – *Community Development*
2. Approval of a Personal Services Contract with Do Good Multnomah for Veterans Village Services – *H3S Admin Office*
3. Approval of a Local Subrecipient Grant Agreement with Northwest Family Services to Provide Evidence-based Parenting Education Classes – *Children, Family & Community Connections*
4. Approval of a Local Subrecipient Grant Agreement with Clackamas Women’s Services to Provide Evidence-based Parenting Education Classes - *Children, Family & Community Connections*
5. Approval of an Intergovernmental Facility Use Agreement with the Oregon Trail School District No.46 for the Sandy Clinic – *Health Centers*
6. Approval of a Subrecipient Agreement Amendment No. 4 with City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
7. Approval of Amendment No. 4, to Intergovernmental Subrecipient Agreement with Friends of Canby Adult Center to Provide Social Services for Clackamas County Residents – *Social Services*
8. Approval of a Subrecipient Agreement Amendment No. 2 with Senior Citizen Council of Clackamas County to Provide Social Services for Clackamas County Residents – *Social Services*

**B. Department of Transportation & Development**

1. Approval of Addendum No. 1 to 2040 Planning and Development Grant Intergovernmental Agreement with Metro: Clackamas County Park Ave Development and Design Standards. Contract No. 935012
2. Approval of a First Amendment to a Disposition Agreement between Clackamas County and the Blue at Abernethy Creek, LLC Pertaining to Property Located at 902 Abernethy Road
3. Approval of a Second Amendment to a Disposition Agreement between Clackamas County and Beaver Creek Structures, LLC Pertaining to Property Located at 19314 S Beaver Creek Road

4. Approval of a Contract with DKS Associates, Inc. for the Clackamas County Regional Freight Intelligent Transportation System (ITS) Project - *Procurement*

**C. Elected Officials**

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

**D. Central Communications (C-Com)**

1. Approval of an Intergovernmental Agreement to Provide Emergency Dispatch Services to the Aurora Fire Department

**E. Disaster Management**

1. Approval of a Cooperative Agreement with Portland General Electric Company (PGE) for the Activation of the Clackamas County Emergency Notification System

**II. NORTH CLACKAMAS PARKS & RECREATION DISTRICT (NCPRD)**

1. Approval of Amendment No. 4 to the Interagency Agreement between North Clackamas Parks & Recreation District and Health, Housing and Human Services Social Services Division
2. Approval of Small Grant Project Agreement 12-20-003 between North Clackamas Parks & Recreation District and Oregon Watershed Enhancement Board (OWEB) for the Boardman & Rinearson Headwaters Enhancement Project

**III. PUBLIC COMMUNICATION**

Dylan Blaylock, Public & Government Affairs moderated this portion.

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

1. Dr. Catherine Burns, Charbonneau District - spoke in support of the Children Safety Levy.
2. Martha Spires, Oregon City School Board – via email supporting the Children Safety Levy.
3. Nunpa, Ant Farm in Sandy – spoke in support of the Children Safety Levy.
4. Eric Johnson, Todos Juntos – spoke in support of the Children Safety Levy.

**IV. COUNTY ADMINISTRATOR UPDATE**

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

**V. COMMISSIONERS COMMUNICATION**

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

## **MEETING ADJOURNED – 7:10 PM**

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



**John S. Foote, District Attorney for Clackamas County**

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

September 10, 2020

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of FY 2020-2021 Local Subrecipient Grant Agreement  
between the District Attorney’s Office and  
the Children’s Center of Clackamas County to benefit Child Abuse Victims and their Families

<b>Purpose/Outcomes</b>	To benefit child abuse victims and their families by providing medical diagnosis and treatment recommendations within Clackamas County and provide law enforcement with necessary information to allow for prosecution.
<b>Dollar Amount and Fiscal Impact</b>	The County will receive \$420,000 from the State of Oregon for child abuse multidisciplinary intervention and these funds will be passed through to the Children’s Center. In addition, the District Attorney has appropriated \$80,000 from the 20-21 budget to be dedicated to the Children’s Center.
<b>Funding Source</b>	State of Oregon, acting by and through OR Dept of Justice and County General Fund.
<b>Duration</b>	Effective July 1, 2020 through June 30, 2021.
<b>Previous Board Action/Review</b>	<b>11/07/19, Item B.2:</b> BCC approved Subrecipient Grant Agreement between Clackamas County and The Children’s Center of Clackamas County.
<b>Strategic Plan Alignment</b>	Ensure safe, healthy, and secure communities for children.
<b>Counsel Review</b>	This Local Subrecipient Grant Agreement has been reviewed and approved by County Counsel on 8/04/2020, SC
<b>Procurement Review</b>	Was the item processes through Procurement? No. This item is a Local Subrecipient Grant Agreement.
<b>Contact Person</b>	Bob Willson, District Attorney’s Office – 503-650-3011

**BACKGROUND:**

Since 2005, Clackamas County has received funding from the State of Oregon for Child Abuse Multi-Disciplinary Intervention (CAMI). These funds are directed by the Clackamas County MDT to the Children’s Center, the County’s designated medical provider for child abuse, who responds to all child abuse referrals from Clackamas County agencies, mandatory reporters, and families.

The Children’s Center is a partner in Clackamas County’s response to child abuse, intervention, prevention, and prosecution. The Children’s Center provides complete medical assessments, including complete physical examinations and videotaped interviews by trained professionals, to children suspected to be victims of abuse or neglect. Children are referred to the Children’s Center from law enforcement agencies, child protective workers, parents, teachers, doctors, and others concerned for the welfare of the child. The Children’s Center also provides law enforcement and prosecution with necessary information to proceed with prosecution and ensures that staff will be available to appear in judicial proceedings. The Children’s Center also provides mental health crisis intervention and referral, support, education, and case management for families in Clackamas County struggling with issues of abuse or neglect.

**RECOMMENDATION:**

I respectfully recommend that the Board approve the attached subrecipient grant agreement between Clackamas County and the Children’s Center of Clackamas County as submitted.

Respectfully submitted,  
John S. Foote

<b>CLACKAMAS COUNTY, OREGON</b> <b>LOCAL SUBRECIPIENT GRANT AGREEMENT CAMI-RSP-2020-ClackamasCo-001</b>	
Program Name: <b>Clackamas County CAMI MDT</b> Program/Project Number:	
This Agreement is between <b>Clackamas County, Oregon</b> , acting by and through its District Attorney’s Office and <b>The Children’s Center of Clackamas County</b> , an Oregon Non-profit Organization.	
<b>COUNTY Data</b>	
Grant Accountant: Bouavieng Bounnam	Program Manager: Joan Radonich
Clackamas County Dept. of Finance 2051 Kaen Rd. Oregon City, OR 97045 (503) 742-5422 BBounnam@co.clackamas.or.us	Clackamas County District Attorney 807 Main Street, Rm 7 Oregon City, OR 97045 (503) 655-8431 Jprc5@comcast.net
<b>SUBRECIPIENT Data</b>	
Finance/Fiscal Representative: Leslie Everson, Contoller	Program Representative: Cathleen Lang, Medical Director
The Children’s Center 1713 Penn Lane Oregon City, OR 97045 (503) 655-7725 leslie@childrenscenter.cc	The Children’s Center 1713 Penn Lane Oregon City, OR 97045 (503) 655-7725 cathleen@childrenscenter.cc
FEIN: 75-3027143	

**RECITALS**

Oregon law (ORS 418.746-418.796) requires that every county utilize a multidisciplinary approach to child abuse intervention. In 1989, the law specified that every county create a multidisciplinary team (“MDT”) that is coordinated through each county’s District Attorney’s office. The legislature recognized then, as it does still today, that identifying and responding to child abuse is complicated and thus requires complex collaboration and consistent team work in order to address child abuse situations adequately.

1. In 1993, the Oregon Legislature established the Child Abuse Multidisciplinary Intervention (“CAMI”) Program. The CAMI Program provides funding to counties for the development and ongoing support of community child abuse intervention centers (ORS 418.790 through 418.792), and for the development and maintenance of child abuse multidisciplinary teams (ORS 418.746 through 418.747). CAMI Program grant funds come from the Criminal Fines and Assessment Account Public Safety Fund (“CFAA”). CFAA funds come from fines assessed on persons convicted of a crime, violation, or infraction by justice, municipal, district, circuit and juvenile courts.
2. The Children’s Center (“SUBRECIPIENT”) is a partner in Clackamas County’s (“COUNTY”) response to child abuse, intervention, prevention and prosecution. SUBRECIPIENT provides complete medical assessments, including complete physical examinations and videotaped interviews by trained professionals, to children suspected to be victims of abuse or neglect. Children are referred to the Children’s Center from law enforcement agencies, child protective workers, parents, teachers, doctors



and others concerned for the welfare of the child. SUBRECIPIENT also provides law enforcement and prosecution with necessary information to proceed with prosecution and ensures that staff will be available to appear in judicial proceedings. SUBRECIPIENT also provides mental health crisis intervention and referral, support, education and case management for families in Clackamas County struggling with issues of abuse or neglect.

3. COUNTY received \$469,666 from State of Oregon for fiscal 20-21 for Child Abuse Multi-Disciplinary Intervention (CAMI). Of these funds, \$420,000 are directed by the Clackamas County CAMI MDT to the SUBRECIPIENT, the county's designated medical provider for child abuse, who responds to all child abuse referrals from Clackamas County agencies, mandatory reporters and families.
4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement (the "Agreement") the COUNTY and SUBSUBRECIPIENT agree as follows:

### **AGREEMENT**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2020** and not later than **June 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform 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 Oregon Department of Justice's Child Abuse Multidisciplinary Intervention Intergovernmental Grant Agreement 2019-2021 that is the source of the grant funding, in addition to compliance with the statutory requirements stated in ORS 418.746.
4. **Grant Funds.** COUNTY's funding for this Agreement is the CAMI-MDT-2020-ClackamasCo.DAVAP-00017 issued to the COUNTY by the State of Oregon, Department of Justice through their CAMI program and Clackamas County General funds through the District Attorney's Office. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$500,000**.
  - 4.1. **State Funds: \$420,000** in state funds are provided by the State of Oregon, Department of Justice through their CAMI program.
  - 4.2. **Other Funds: \$80,000** in county general funds are provided through the District Attorney's budget.
5. **Disbursements.** Grant funds will be disbursed in after-the-fact, equal quarterly installments as outlined in Exhibit D: Request for Reimbursement.
6. **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**

**the 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 effective before SUBRECIPIENT performs work subject to the amendment.

7. **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. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. .
8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **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 this agreement.
10. **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 Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
  - c) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with OAR 137-082-0220 (2) states that CAMI funds may be used for Assessment Services, Advocacy Services, Treatment Services, and Eligible Expenses. In accordance with ORS 418.746 (2) the RECIPIENT shall not use the grant funds to replace funds previously allocated by the RECIPIENT for child abuse intervention (i.e. supplanting). Additional guidance can be found at on allowable and unallowable costs are provided in the CAMI grant management handbook. [http://www.doj.state.or.us/victims/pdf/cami\\_grant\\_management\\_handbook.pdf](http://www.doj.state.or.us/victims/pdf/cami_grant_management_handbook.pdf)
  - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
  - e) **Match.** Matching funds are not required for this Agreement.
  - f) **Payment.** Routine requests for reimbursement should be submitted quarterly by the 15<sup>th</sup> of the following month using the form and instructions in Exhibit D: Request for Reimbursement. Payments for the entirety of this agreement will be made in four (4) equal payments upon receiving quarterly invoices. SUBRECIPIENT must submit a final request for payment no

later than fifteen (15) days after the end date of this Agreement. All requests should be submitted to Clackamas County Finance, Attn: Bouavieng Bounnam, 2051 Kaen Rd, Oregon City OR 97045.

- g) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit B: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit C: Request for Reimbursement. All reports must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- h) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- i) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, the State of Oregon Department of Justice, the Secretary of the State of Oregon, and their duly authorized representatives shall have access to such 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, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- j) **Record Retention.** 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 seven (7) years following the Project End Date (June 30, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- k) **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 contract 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, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.
- l) **Criminal History Verification.** SUBRECIPIENT shall obtain a criminal history record check on any employee, potential employee, contractor, or volunteer working with victims of crime. The criminal record check should be sufficient to indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an individual who may work with victims of crime.

Accordingly, SUBRECIPIENT shall develop policies and procedures to review criminal arrests or convictions of employees, potential employees, contractors, and volunteers. The review will encompass: the severity and nature of the crime, the number of offenses, the time elapsed since occurrence, the circumstances surrounding the crime, the individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior, and the police report confirming the individual's explanation of the crime. Based on the information received, SUBRECIPIENT shall determine if the employee, potential employee, contractor, or volunteer has been convicted of one of the crimes in this Section and whether based upon the conviction, the individual poses a risk to working safely with victims of crime. If SUBRECIPIENT chooses to hire or retain the said individual, SUBRECIPIENT shall confirm the reasons in writing and place this along with all background checks and related information in the personnel file for

permanent retention. Justifications to hire or retain shall address how the individual is presently suitable or able to work with victims of crime in a safe and trustworthy manner.

- m) **Confidentiality.** SUBRECIPIENT expressly agrees to comply with ORS 418.795 (1) and will follow all confidentiality requirements when working with victims of crime.

**11. Compliance with Applicable Laws**

- a) **Public Policy.** 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, 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 regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **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. SUBRECIPIENT shall comply with the terms of the Grant Management Handbook available at [http://www.doj.state.or.us/victims/pdf/cami\\_grant\\_management\\_handbook.pdf](http://www.doj.state.or.us/victims/pdf/cami_grant_management_handbook.pdf) and incorporated herein by reference.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

**12. State Procurement Standards**

- a) 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 Local Contract Review Board (“LCRB”) regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), which are incorporated by reference herein.
- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies

- c) 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 in excess of \$5,000 must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 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. Intergovernmental agreements are excluded from this provision.

- d) 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. SUBRECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- e) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

### 13. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY 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.
- b) **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, death, 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, commissioners, 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.** If the Agreement involves the use of vehicles, 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.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
  - 5) **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, officers, and employees" as an additional insured.
  - 6) **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 day notice of cancellation provision shall be physically endorsed on to the policy.
  - 7) **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.
  - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. 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.
  - 9) **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.
  - 10) **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.
  - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
  - d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
  - e) **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.

- f) **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. Any litigation between the 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.
- g) **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.
- h) **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.
- i) **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.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

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

SUBRECIPIENT  
The Children's Center  
1713 Penn Lane  
Oregon City, OR 97045

CLACKAMAS COUNTY, OREGON

The Children's Center of Clackamas County

By: \_\_\_\_\_  
Chair

By:   
Cathleen Lang, Medical Director

Dated: \_\_\_\_\_

Dated: 8/4/2020

By: \_\_\_\_\_  
Recording Secretary

Dated: \_\_\_\_\_

Approved to Form

By:   
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: Performance Reporting
- Exhibit C: Request for Reimbursement



## **EXHIBIT A**

### **STATEMENT OF PROGRAM OBJECTIVES**

**The Children's Center of Clackamas County's program is comprised of the following:**

Children's Center is a medical evaluation center for children suspected to be victims of abuse or neglect. Children are referred to the Center from law enforcement agencies, child protective workers, parents, teachers, doctors and others concerned for the welfare of a child.

**Forensic Medical Assessments**

Comprehensive head-to-toe exam to determine and document a child's health and safety by Medical Examiners trained in diagnosing child abuse and neglect. Medical exams provided for children identified under Karly's Law. Oregon state law requires investigative agencies to seek a medical evaluation within 48 hours for children who are found to have suspicious physical injuries. Drug screening for children endangered by exposure to drug use, distribution, or manufacturing. Screenings include urinalysis and hair testing.

**Forensic Interviewing Services**

Videotaped forensic interviews with Child Interviewers specially trained to talk to children of all ages and developmental levels. Child Interviewers work with the Medical Examiners as part of the medical evaluation.

**Family Support**

Support, referrals, education, and case management for families in Clackamas County struggling with issues of abuse or neglect. These services are offered to non-offending family members of children receiving evaluations at Children's Center as well as families in the community.

**Community Outreach & Education**

Trainings, presentations and resources for local professional and community groups.

**Medical Record Reviews**

Review medical records and make recommendations for treatment or follow-up in cases of medical neglect, medical child abuse, and Karly's Law.

**Non-Offending Caregiver Support Groups**

Support groups for non-offending caregivers of children who have been sexually abused.

**Response to Inappropriately Sexualized Kids ("RISK") Outreach**

RISK was established by the Clackamas County Multi-Disciplinary Team to provide support, education, resources and intervention to children under the age of 12 who are demonstrating sexually inappropriate behavior. The goal is to address the behaviors before they escalate and/or to prevent juvenile justice involvement.

**GOALS:**

**Children's Center Goals, Objectives, Outcomes FY 2020-2021**

1. **Goal:** Provide high quality and comprehensive medical assessments and support services for Clackamas County children suspected to be victims of abuse as part of a coordinated response from Clackamas County's MDT partners.

<b>A. Objectives</b>	<b>B. Activities</b>	<b>C. Target Outputs</b>	<b>D. Output Number</b>	<b>E. Outcomes</b>
1. Solicit feedback from patients and families	Administer satisfaction surveys to families served	90% of families are satisfied with services		
2. Solicit feedback from MDT partners	Administer satisfaction surveys to partners who <b>attend</b> evaluations	90% of partners are satisfied with overall services		
3. Staff providing services to families will be well trained	Provide opportunities to staff to access relevant training	90% of staff providing services to families will attend relevant trainings		

2. **Goal: RISK Outreach**

Provide a coordinated approach to child abuse assessment and intervention that will be conducted efficiently and professionally with a focus on the safety of children to and to provide follow-up services and outreach for children, families and other community agencies.

<b>A. Objectives</b>	<b>B. Activities</b>	<b>C. Target Outputs</b>	<b>D. Output Number</b>	<b>E. Outcomes</b>
1. Provide outreach, intervention and follow-up to RISK referrals	Initiate contact with families and provide education, support & referrals.	Provide outreach and resources to @ 50 families.		
2. Provide outreach, resources and education to local school districts, day care providers, etc.	Initiate or follow-up on school requests or identified agencies in need of training or resources	Provide 2-5 outreach training / resources to school districts, day care providers, law enforcement or other mandatory reporters.		
3. Coordinate with RISK Team members in providing services to families.	Attend all monthly RISK meetings. Coordinate with community agencies as needed.	Monthly reports of status / outcomes of cases referred to RISK Outreach. Quarterly reports documenting number of contacts, type of referral & outcomes.		

**PROJECT:**

**Clackamas County commitment entails:**

Oregon law (ORS 418.746-418.796) requires that every county utilize the MDT that is coordinated through each county's District Attorney's office. (Grant Handbook, page 5)

The Clackamas County District Attorney's Office will manage CAMI funds<sup>1</sup> and assign a senior deputy district attorney ("DDA") to chair the MDT. The DDA will ensure that local support is maintained and conflicts are resolved appropriately. He or she will be responsible for ensuring that protocols are in place and MDT partner agencies adhere to the protocols to the greatest extent possible. (Grant Handbook, page 32)

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<sup>1</sup> Spending authority remains with the MDT and is strictly tied to the agreed grant budget.(Grant Handbook, page 15)

## EXHIBIT B PERFORMANCE REPORTING

### PERFORMANCE REPORTING SCHEDULE

1. The Recipient must submit Performance Report, to the MDT Coordinator, two times per year. Reports will be due no later than 15 days after the end of the six month reporting period:

**January 15, 2021** for the time frame 7/1/20 – 12/31/20

**July 15, 2021** for the time frame 1/1/21 – 6/30/21

(a) Statistical report to include:

*a) Number of children referred and seen for medical assessments*

*b) Number of children referred and seen for advocacy services (protective, intervention, prevention)*

*c) Number of children referred and seen for treatment services (protective, intervention, prevention)*

(b) *Progress Report to include:*

*a) Goals, objectives, and outcomes*

2. The Recipient must submit a Final Performance Report no later than July 15, 2021.

All reports must be submitted in a format similar to the example below. The reports may be provided electronically. Reports must contain a discussion on each of the following:

- A comparison of actual accomplishments to the outputs /outcomes established in the Program description above for the period. The Final Performance Report should cover the entire program period.
- The reasons established outputs/outcomes were not met.
- Other pertinent information on the progress of the Project.

In addition to the Annual Performance Reports, the Recipient must notify Clackamas County Project Officer of developments that have a significant impact on the grant supported activities. The Recipient must inform Clackamas County Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

**EXHIBIT C**  
**REQUEST FOR REIMBURSEMENT**

Grant disbursements will be made in equal, quarterly installments for the following periods:

- October, 2020 for period ending July 1, 2020 – September 30, 2020
- January, 2021 for period ending October 1, 2020 – December 31, 2020
- April, 2021 for period ending January 1, 2021 – March 31, 2021
- July, 2021 for period ending April 1, 2021 – June 30, 2021

SUBRECIPIENT will submit an invoice for each equal installment by the 15<sup>th</sup> of the month of the period in question. The final invoice (April-June, 2021) should be received by COUNTY by July 15<sup>th</sup>, 2021.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2020

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

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

<b>PRODUCER</b> Cundari Insurance Agency 8309 SW 22nd Ave Portland OR 97219	<b>CONTACT NAME:</b> Laurie Farwell <b>PHONE (A/C. No. Ext):</b> 503 292 0075 <b>E-MAIL ADDRESS:</b> laurie@cundariinsurance.com	<b>FAX (A/C. No):</b> 503 292 0618
	<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: 100156746 CHILCEN-01	<b>INSURER A:</b> The Ohio Casualty Insurance Company	<b>NAIC #</b> 24074
<b>INSURED</b> Children's Center 1713 Penn Lane Oregon City OR 97045	<b>INSURER B:</b> SAIF Corporation	36196
	<b>INSURER C:</b> Maxum Indemnity Company	26743
	<b>INSURER D:</b> US Liability	
	<b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1588830615

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BZO 56501610	5/23/2020	5/23/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BZO 56501610	5/23/2020	5/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	953481	5/1/2020	5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C D	Professional Liability Directors and Officers			SM933957 NDO10564441	1/1/2020 3/3/2019	1/1/2021 3/3/2022	Each Claim \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Clackamas County, its agents, officers, and employees shall be listed as an additional insured

**CERTIFICATE HOLDER****CANCELLATION**

Clackamas County  
 2051 Kaen Road  
 Oregon City OR 97045

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

September 10, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement between Clackamas County Behalf of the Clackamas County Sheriff's Office and the State of Oregon, acting by and through the Oregon Liquor Control Commission for fingerprinting services

<b>Purpose/Outcome</b>	Approval of the IGA to provide fingerprinting services
<b>Dollar Amount and Fiscal Impact</b>	Cost per card will be billed to the Oregon Liquor Control Commission based upon actually cost as outlined in County Code Appendix A - Fee
<b>Funding Source</b>	Services
<b>Duration</b>	July 1, 2020 through June 30, 2022
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	Furtheres the County's focus to keeping our residents safe, healthy and secure
<b>Counsel Review</b>	Andrew Naylor, via email 7/20/2020
<b>Procurement Review</b>	Item is an IGA
<b>Contact Person</b>	Nancy Artmann, CCSO Finance Manager 503.785.5012

**BACKGROUND:**

The purpose of this IGA is to enhance working relationship with law enforcement agencies surrounding Clackamas County through sharing resources. This provides fingerprinting services to OLCC.

**RECOMMENDATION:** Sheriff's Office respectfully requests that the Board of County Commissioners approves this intergovernmental agreement between Clackamas County by and through its Sheriff's Office and the State of Oregon, acting by and through the Oregon Liquor Control Commission.

Respectfully submitted,

Craig Roberts  
Sheriff

## **INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between The State of Oregon, acting by and through the Oregon Liquor Control Commission, hereinafter referred to as “RECEIVER,” and Clackamas County, by and through the Clackamas County Sheriff’s Office, hereinafter referred to as “PROVIDER”.

**WHEREAS**, by the authority granted in ORS 190.110 and 283.110, state agencies may enter into agreements with units of local government, other state agencies, or the United States of America for the performance of any or all functions and activities that the parties to the agreement, its officers, or agents have the authority to perform.

**NOW THEREFORE**, the premises being in general as stated in the foregoing recital, it is agreed by and between the parties hereto as follows:

### **TERMS OF AGREEMENT**

1. Under such authority, Receiver wishes to enter into this agreement by the terms of which the Provider, through the Clackamas County Sheriff’s Office, will provide fingerprinting services for new employees of the Receiver. This is in compliance of the Receiver’s agreement with Oregon State Police-Law Enforcement Data System, which requires CJIS (Criminal Justice Information Service) clearance of all current and future employees.
2. The work shall begin on the date all required signatures are obtained and shall be completed no later than June 30, 2022, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

### **PROVIDER OBLIGATIONS**

1. Provide Live Scan inkless digital fingerprinting services for Receiver’s new employees
2. 2 Fingerprint Cards per employee
3. Track Receiver employees that are fingerprinted
4. Log all employee fingerprint documentation, and include with invoice
5. Invoice Receiver on a monthly basis

### **RECEIVER OBLIGATIONS**

1. Receiver will reconcile the Provider’s log with log documentation kept at the agency
2. Receiver will notify Provider of discrepancies, if any, and will reconcile account monthly



3. Receiver certifies that, at the time this Agreement is executed, sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Receiver's current appropriation or limitation of current biennial budget.
4. Receiver's project manager for this agreement is Rich Evans

## **COMPENSATION**

The Receiver shall pay to the Provider

1. \$15.00 Per fingerprint card x 2 cards supplied = \$30.00 per employee
2. Monthly fee will reflect number of employees requesting service, and will vary
3. Payments will be made monthly upon receipt of invoice

## **GENERAL PROVISIONS**

1. Termination for Convenience. This Agreement may be terminated by either party for any reason by giving the other party written notice thirty (30) days in advance.

This Agreement may be terminated effective upon delivery of written notice to either party under any of the following conditions:

- a. If the Provider fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
- b. If the Provider fails to perform any of the other provisions of this Agreement or so fails to pursue the Work as to endanger performance of this Agreement in accordance with its terms and, after receipt of written notice from Receiver, fails to correct such failures within ten days or such longer period as Receiver may authorize.
- c. If Provider or Receiver fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the Work provided in the Agreement.
- d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Agreement is prohibited or if Receiver is prohibited from paying for such Work from the planned funding source.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

2. Access to Records. The Provider acknowledges and agrees that RECEIVER, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Provider that are directly pertinent to the specific Agreement for the purpose of making audit,

examination, excerpts, and transcripts for a period of six years after final payment. Copies of applicable records shall be made available by the Provider upon request. The provider's payment for costs of copies will be reimbursable by Receiver.

3. Integration. This Agreement and attached exhibit(s) constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change of terms of this Agreement 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 Receiver to enforce any provision of this Agreement shall not constitute a waiver by Receiver of that or any other provision.

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

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

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

correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Provider contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

5. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

**County of Clackamas, CCSO**

**Oregon Liquor Control Commission**

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

**Oregon Department of Justice**  
(Not Required Per OAR 137-045-0030 or OAR 137-045-0035)

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**