

AGENDA

Thursday, November 29, 2018 - 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2018-115

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of Amendment No. 3 to the Financial Consulting Service Contract with David Paul Rosen & Associates (DRA) for Financial Advisory Services
2. Approval of a Construction Contract with North Pacific Construction & Remodeling, Inc. for the Repair and Modernization of a Public Housing Duplex
3. Board Order No. _____ Delegating Contract Signing Authority for the Director of the Housing Authority of Clackamas County

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

1. A Historical Presentation from John McLoughlin (Doug Neeley)

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

IV. CONSENT AGENDA *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Health, Housing & Human Services

1. Approval of Amendment No. 14 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*
2. Approval of Amendment No. 2 to an Intergovernmental Agreement with the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) – *Social Services*
3. Approval of Amendment No. 3 to an Agency Services Contract with Catholic Community Services of Western Washington for Community-Based Emergency Department Crisis Stabilization – *Behavioral Health*

4. Approval of Amendment No. 2 to a Professional Services Agreement with Laboratory Corporation of America (LabCorp) for Laboratory Services for Clackamas County Health Centers Division (CCHCD) – *Health Centers*
5. Approval of Amendment No.1 to a Revenue Agreement with CareOregon for a Revised Dental Home Payment Model – *Health Centers*
6. Approval of a Revenue Intergovernmental Agreement between Children, Family & Community Connections and the State of Oregon Housing and Community Services for Weatherization Services – *Children, Family & Community Connections (formerly Children, Youth & Families)*
7. Approval of an Intergovernmental Agreement with Multnomah County for Billing Support Services for Authorizations and Claims – *Behavioral Health*

B. Department of Transportation & Development

1. Consent to the Annexation of a Portion of SE Darrow Road to the City of Estacada
2. Approval of Amendment No. 2 to the Local Agency Agreement No. 29634 with Oregon Department of Transportation for the Sunnyside Road Adaptive Signal System Project

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Board Order No. _____ Approving the Cancellation of Delinquent Manufacture Structure Personal Property Tax Accounts – *Assessor's Office*
3. Board Order No. _____ Approving the Cancellation of Delinquent Business Personal Property Tax Accounts – *Assessor's Office*
4. Approval of the Clackamas County Jail Population Control Plan - *CCSO*

D. Disaster Management

1. Approval of FY18 State Homeland Security Grant Program Agreement between Clackamas County and the State of Oregon for a Regional Fuel Shortage Plan for Disaster Planning

E. Business & Community Services

1. Approval of Amendment No. 3 to the Cooperative Intergovernmental Agreement between Clackamas County, the Library District of Clackamas County and the Library Cities
2. Approval of an Intergovernmental Agreement between Metro and Clackamas County Parks for the Development of the Cazadero Natural Area Master Plan

F. County Counsel

1. Board Order No. _____ Delegating Signing Authority for Contracts and
Board Order No. _____ Delegating Signing Authority for Intergovernmental Agreements

V. LIBRARY DISTRICT OF CLACKAMAS COUNTY

1. Approval of Amendment No. 3 to the Cooperative Intergovernmental Agreement between Clackamas County, the Library District of Clackamas County and the Library Cities

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

November 29, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment #3 to the Financial Consulting Service Contract with
David Paul Rosen & Associates (DRA) for financial advisory services**

Purpose/Outcomes	Approval of Housing Authority of Clackamas County (HACC) – David Paul Rosen & Associates (DRA) Financial Consultant Services 2018 Scope of Services and Budget. The Third Amendment amends the Scope of Work to include additional items, clarifies contract term language, and increases the contract amount by \$70,000.
Dollar Amount and Fiscal Impact	\$70,000 for a new contract Total of \$483,000.
Funding Source(s)	Housing Authority of Clackamas County No County General Funds
Duration	1-1-2017 through 3-3-2019
Previous Board Action	Amendment #2 was approved on 2/9/17
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Sustainable and Affordable Housing
Contact Person	Chuck Robbins, HACC Executive Director (503) 650-5666
Contract Number	H3S Contract #7637

BACKGROUND:

The Clackamas County Housing Authority (HACC) a Division of the Health, Housing & Human Services Department requests approval to execute Amendment number three (3) to a Financial Consulting Service Contract with David Paul Rosen & Associates (DRA).

DRA provides HACC with a range of financial advisory services for assessment of, and strategic business and financial planning for HACC to manage its portfolio of public housing, Low Income Housing Tax Credit (LIHTC) housing and special needs housing to assure its appropriate reinvestment, rehabilitation and if appropriate its redevelopment. DRA also provides, if needed, market real estate and demographic analysis for HACC as required for affordable housing development and/or financing supported by the Authority.

DRA will be performing 4 tasks for the HACC. They are as follows:

1. HACC Public Housing Revitalization Master Plan – Will assist with the development of a master plan for revitalization and redevelopment of its public housing portfolio.
2. Hillside Manor Financial and Development Advisory Services – continuation of financial and development of advisory services for the Hillside Manor project
3. Pedcor (Rosewood Terrace) Transaction Assistance - continuation of financial and development of advisory services for the Pedcor Rosewood Terrace project

4. Predevelopment Services for Additional Project – Provides development and financial advisory services of a project in addition to Hillside Manor such as Hillside Park that will likely start construction in 2019.

HACC and DRA have been under contract since March 3rd, 2016. The Third Amendment amends the Scope of Work to include additional items, clarifies contract term language, and increases the contract amount by \$70,000.00, bringing the total not to exceed sum to four hundred eighty three thousand dollars (\$483,000.00). The additional Scope of Work continues through March 3, 2018.

This has been approved by County Counsel on November 14, 2018.

RECOMMENDATION:

Staff recommends the Board approve Amendment #3 and staff recommends the Board authorizes Richard Swift, H3S Director to sign on behalf of the Housing Authority of Clackamas County

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

Healthy Families. Strong Communities.

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CONTRACT AMENDMENT #3

This Contract Amendment #3 is entered into by and between David Paul Rosen & Associates (“Contractor”) and the Housing Authority of Clackamas County (“HACC”) and it shall become part of the contract entered into by and between the parties on March 3, 2016, described as contract number c002-16 (“Contract”).

The Purpose of the Amendment #3 is to authorize performance of additional financial consulting services, and to increase the maximum compensation permitted under the Contract by an additional \$70,000.00 for performance of those services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon that the Contract hereby amended as follows:

1. Article 1, Statement of Work, is hereby amended as follows: the Contractor shall perform the work described in the Revised Scope of Services for 2018, attached hereto as **Exhibit A** and incorporated by this reference herein.
2. Article 2, The Contract Price, is hereby amended as follows: The PHA shall pay the Contractor for the performance of the work described in the Revised Scope of Services for 2018, Exhibit A, according to the fee schedule included therein. Additional compensation is authorized in the amount not to exceed \$70,000.00. The total contract price shall not to exceed the sum of \$483,000.00. The following table summarizes the amendments to the Contract Price of the Contract:

Original Contract	\$ 135,000.00
Contract Amendment #1	\$ 13,000.00
Contract Amendment #2	\$ 265,000.00
Contract Amendment #3	\$ 70,000.00
Total Amended Contract	\$ 483,000.00

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #3, effective upon the date of the last signature below.

(Signature Page to Follow)

**DEVELOPMENT FINANCIAL CONSULTANT – PROJECT #16001 for the
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045**

David Paul Rosen & Associates

(Contractor)

(Authorized Representative's Signature / Date)

David Rosen Principal

(Authorized Representative's Name / Title - Print or Type)

94-2981032

(Federal I.D. Number)

130 Broadway, Suite 937, Oakland, CA 94612

(Business Address - Street, City, State, Zip)

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Commissioner Jim Bernard, Chair

Commissioner Sonya Fischer

Commissioner Ken Humberston

Commissioner Paul Savas

Commissioner Martha Schrader

Resident Commissioner Paul Reynolds

Signing on Behalf of the Housing Authority Board

Richard Swift, Director

Health, Housing & Human Services Department

Exhibit A.1
2018 Scope of Services
David Paul Rosen & Associates (DRA)
Housing HACC of Clackamas County (HACC)
Contract No. c002-16
Contract Amendment # 3
Project #16001

Scope of Services

Through Calendar Year 2018, ending March 3, 2019, DRA will provide HACC with a range of financial and development advisory services. These include assessment of, and strategic, business and financial planning for HACC to revitalize its portfolio of public housing, Low Income Housing Tax Credit (LIHTC) housing and special needs housing, to assure its appropriate reinvestment, rehabilitation and redevelopment. DRA will also provide HACC financial advisory services required to assess HACC's capacity to serve as developer of affordable housing directly, through its affiliates, and/or in joint ventures with third-party developer partners. DRA will provide HACC with financial advisory services needed to analyze the financial, economic and development feasibility, and compliance with the requirements and competitive criteria of leverage sources of funding, both public (HUD and other) and private sector, of developer proposals for financial assistance from HACC. DRA will provide policy, development and financial advisory services required under HUD finance opportunities for transformation of HACC's public housing portfolio, including but not limited to RAD, Section 18, Project-Based Vouchers, Section 108 Loan, FHA, Low Income Housing Tax Credits (LIHTC), Oregon Affordable Housing Tax Credits (OAHTC), private activity bonds, Oregon Housing and Community Service (OHCS programs), prospective bond proceeds from a tri-county voter approved measure, energy efficiency and other programs.

DRA may also provide market real estate and demographic analysis for HACC as required for affordable housing development and/or financing supported by the HACC.

Below are Tasks DRA will undertake, for the completion of the Calendar Year 2018 work program, with associated cost estimates. Actual costs incurred may vary between Tasks, but will not exceed annual budget caps for 2018, inclusive of remaining 2018 budget contract authority as approved through Amendment # 2 to Contract No. c002-16.

Additional tasks for DRA to undertake may be specified in periodic emailed memos between HACC and DRA, constituting notices to proceed, within the overall budget HACC of this Contract. All tasks will be conducted on a time and expense basis, based DRA's 2018-2019 Professional Fee and Expense Schedule (Exhibit F).

CALENDAR YEAR 2018 CONTINUING TASKS

Task 1: Update HACC Public Housing Revitalization Master Plan and Capital Plan

Building upon DRA's prior and ongoing assessment of HACC's financial condition and organizational capacity, and using DRA's capital plan model developed in 2016, DRA will assist HACC in developing a master plan for revitalization and redevelopment of its public housing portfolio. The master plan will seek to maintain and improve HACC's ability to satisfy financial guarantee requirements of lenders and LIHTC investors and meet minimum qualification requirements of the Oregon Housing and Community Services and HUD in order to qualify for allocations of LIHTCs, RAD and other funding sources.

DRA will refine estimates of project gap financing requirements for the rehabilitation of Hillside Manor and the redevelopment of Hillside Park, redevelopment of Hillside Manor (HM), disposition, site acquisition and redevelopment of Oregon City View Manor (OCVM) and Clackamas Heights (CH), as well as other contemplated projects over the next three to five years, with and without the availability of RAD financing and using Section 18. These include CH, OCVM, HP, HM View Manor, and the scattered site public housing HACC portfolio. Based on a comparison of estimated rehabilitation costs of HACC's public housing portfolio with available conventional public housing resources (operating and capital funds, Project-Based Vouchers, RHFF, tenant rents and others), DRA will estimate the shortfall in internal resources relative to these needs. This will provide a preliminary understanding of the financing gap that HACC will need to address through mixed-finance development strategies that use RAD, Section 18 financing, LIHTCs and other State, local and private resources.

In support of these objectives, DRA's services may include:

- Establish a master plan strategy for revitalization of HACC's public housing properties (HP, HM, CH, OCVM, Scattered Sites) that may include demolition and new development on some sites and disposition of others based on an assessment of market land values and disposition opportunities, site development and leveraged financing opportunities and constraints, community issues, and other relevant factors determined in conjunction with HACC staff.
- Develop a strategy for the scattered site units, which may include disposition of these units under a Section 18 disposition and/or RAD financing program for revitalization, disposition and/or redevelopment of HACC public housing. Determine potential disposition development and financing options, capital requirements, proceeds to HACC, and valuation. Identify a priority list of sites for disposition based on a comparison of the valuation, market potential and physical rehabilitation needs of various sites.

- Determine the financing and ownership structure for a new project that may be ready to begin construction in 2018 (with transactional services to be continued in Task 4).
- Determine HACC's development role and HACC ownership entity (e.g., general partner, co-general partner, guarantor, lender and others) for each public housing redevelopment project, and its component parts based on the ongoing assessment of HACC's financial capacity
- Update the 2016 Capital Plan to include updated financial strategies and funding gap estimates for projects anticipated over the next five years. The Capital Plan will serve as a rolling projection of income, expenses, net development revenues and time frames for revitalization of HACC public housing assets, and for development of other affordable housing projects as opportunities and financing allow.

Estimated Cost of Additional 2018 Task 1 Services: \$15,000

Task 2: Hillside Manor Financial and Development Advisory Services

This task consists of continuing transactional financial and development advisory services to HACC for the Hillside Manor project.

These services may include but not be limited to:

- Refine Hillside Manor financing structure and pro forma for RAD and 4% or 9% LIHTC, OAHTC and OHCS Preservation funds. Prepare correspondence and other documentation as needed to OHCS.
- Prepare if needed an alternative financial structure and pro forma without RAD, utilizing LIHTCs, energy credits other funding sources as available.
- Assist in follow up, and if needed subsequent application, to OHCS for LIHTC allocation of 9% and/or 4% credits, OAHTC, and OHCS Preservation funds.
- Prepare and provide assistance with oversight of a critical path schedule for predevelopment through loan closing, construction and permanent loan conversion.
- Advise on the qualification and selection of development team members, such as the architect, engineer, contractor and third-part consultants.
- Assist with other issues including but not limited to environmental, relocation, property management and community involvement.
- Assist in securing construction financing and LIHTC equity investor through bid process, review and analysis of terms, conditions and pricing, to minimize HACC gap financing requirements and maximum current payment of developer fee, reimbursement of predevelopment expenses, and achieve project costs, target rent and income levels, structural and energy efficiency improvements.
- Assist as needed in development services with all financing partners and HACC outside and in-house legal team.

Estimated Costs for Additional 2018 Task 2 Services: \$30,000

Task 3: Pedcor (Rosewood Terrace) Transaction Assistance

This task consists of post-closing transactional financial and development advisory services to HACC for the Pedcor Rosewood Terrace project.

These services may include:

- Construction draw process oversight, including review of monthly draws and basis-eligible costs, review of cost certification and 8609, and satisfaction of financing requirements to convert from construction sources to permanent sources.

Estimated Cost of Additional 2018 Task 3 Services: \$5,000

Task 4: Predevelopment Services for Additional Projects

DRA will provide development and financial advisory services on the predevelopment of one or more projects in addition to a residential behavioral health project, HM, such as HP, OCVM, Holcomb, Clackamas Heights (CH), that may start predevelopment in 2018 and/or 2019. The goal is to have HACC or its affiliate serve as sole general partner. Depending upon financing sources and the requirements of lenders, investors and possibly HUD, it may be necessary for HACC to secure a development partner.

Predevelopment services may include:

- Prepare development and operating pro formas under one or more project financial structures and development prototypes under current market conditions and relevant underwriting standards. Key assumptions include construction hard costs, developer fee, general partner and limited partner asset management fee, rents, operating costs, replacement reserves, cash flow, residual receipts sharing, Low Income Housing Tax Credit projected pricing and underwriting for all debt and equity, including the interest rate, terms and conditions.
- Assess the availability of proposed financing sources and the proposed project's competitiveness to secure these financing sources.
- Prepare and overseeing a critical path schedule for predevelopment through loan closing, construction and permanent loan conversion.
- Advise on the qualification and selection of development team members, such as the architect, engineer, contractor and third-party consultants.
- Assist with other issues including but not limited to environmental, relocation, property management and community involvement.

Prepare financial analysis and memorandum outlining findings and recommendations of the analysis.

Estimated Cost of Additional 2018 Task 4 Services: \$20,000

Not Exceed Additional Budget HACC for:

Remaining Calendar Year 2018: \$ 70,000*

Total 2018: \$ 70,000*

*Does not include additional \$25,000 for Hillside Manor advisory services paid from Metro Planning Grant, and does not include remaining contract budget authority for 2018 from Contract No. c002-16 Amendment No. 2. Unexpended Calendar Year budget authority may be carried over to Calendar Year 2019 Activities. By email the HACC Executive Director or his designee may reassign budget authority among tasks, within the budget cap.



DAVID PAUL ROSEN & ASSOCIATES
DEVELOPMENT, FINANCE AND POLICY ADVISORS

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Lafayette, California 94549
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admin@draconsultants.com
www.draconsultants.com

David Paul Rosen & Associates 2018-19 Professional Fee and Expense Reimbursement Schedule

Principal I	\$360
Principal II	\$330
Senior Associate	\$310
Associate	\$275
Research Associate I	\$245
Research Associate II	\$240
Data Entry, Word Processing, Administrative Assistance and Accounting	\$115

The following costs are reimbursable expenses with supporting receipts:

- Mileage at the equivalent of the then current federal mileage reimbursement rate; tolls
- Round-trip coach airfare, as mutually agreed by client and consultant
- Ground expenses: rental cars, parking, cabs and other
- Meals and lodging
- Long-distance telephone charges, facsimile charges and expedited courier service
- Copying and production charges
- Data service charges
- Supplies, as required for deliverables.

A 1.75% per month surcharge will be added to any invoice that is unpaid 30 days after the original date of the invoice. DRA will increase its Professional Fees on January 1, 2020, and will notify its clients in writing of this change.

November 29, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of a construction contract with North Pacific Construction & Remodeling, Inc. for
the repair and modernization of a Public Housing duplex

Purpose/Outcomes	Approval of contract with North Pacific Construction & Remodeling for the repair and modernization of a Public Housing duplex following a fire
Dollar Amount and Fiscal Impact	Not to Exceed sum of \$325,000.
Funding Source	U.S. Department of Housing and Urban Development (HUD) Federal Capital Grant Funds - No County General Funds are involved
Duration	December 3, 2018 – March 4, 2019
Previous Board Action	N/A
Strategic Plan Alignment	1. Sustainable and Affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	9090

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to execute a contract with North Pacific Construction and Remodeling, Inc. for the repair and modernization of a Public Housing duplex that was severely damaged due to a fire.

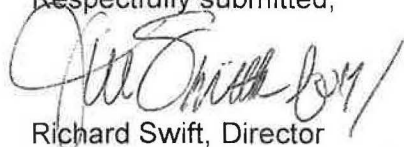
HACC was notified that the unit was destroyed by a fire. After negotiating with the insurance company a scope of work and estimate was issued. Once issued HACC publically advertised for bids to repair and bring the unit back to its original condition with new energy efficient materials. Once the duplex is repaired and modernized, HACC will move the family back into their unit and find a new family to place in the other unit. Repairs and modernization will also help HACC to maintain its High Performer status.

North Pacific Construction & Remodeling, Inc. was selected through a competitive Invitation for Bids process. The scope of work includes sheetrock, insulation, full siding, window replacement, plumbing fixtures, electrical fixtures, cabinets, flooring, roofing and new driveway. County Counsel reviewed and approved the contract to form.

RECOMMENDATION:

Staff recommends the approval of the contract with North Pacific Construction. Staff further recommends authorizing Richard Swift, H3S Director to sign all contractual documents on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

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FORM OF CONTRACT
PROJECT #18010
Contract #c022-18; H3S Contract #9090

THIS AGREEMENT made this 14 day of November in the year 2018 by and between **NORTH PACIFIC CONSTRUCTION & REMODELING, INC. (Contractor)**, a business entity authorized to do business in the State of Oregon, hereinafter called the "Contractor," and **the Housing Authority of Clackamas County** hereinafter call the "PHA."

WITNESSETH, that the Contractor and the PHA for the consideration stated herein mutually agreed as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for **MODERNIZATION OF JERSEY**, a prevailing wage project, #18010, in strict accordance with the Scope of Work referred to herein, which said Scope of Work and any Addenda are incorporated herein by reference and made a part hereof.

ARTICLE 2. The Contract Price. The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Scope of Work, a sum not to exceed three hundred twenty five thousand dollars (**\$325,000.00**).

ARTICLE 3. Contract Dates. The following critical dates are hereby set for the Modernization of Jersey. Time is of the essence.

- A. START DATE: December 3, 2018**
- B. SUBSTANTIAL COMPLETION DATE: N/A**
- C. FINAL COMPLETION DATE: March 4, 2019**

ARTICLE 4. Contract Documents. The Contract shall consist of the following component parts:

- a. This Agreement
- b. Bid Documents
- c. HUD General Conditions
- d. Addendum(s), if any
- e. Special Conditions
- f. Scope of Work

This instrument, together with the other documents enumerated in this Article 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

MODERNIZATION OF JERSEY – PROJECT #18010
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

ARTICLE 5. Indemnity. The Contractor agrees to indemnify, save harmless and defend the PHA, its officers, elected officials, employees and agents from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees. This provision shall survive termination or expiration of this Contract.

ARTICLE 6. No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as described in ORS 279C.100, the employee shall be paid at least time and a half pay. All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

ARTICLE 7. Under the provisions of ORS 279C.515, if the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the PHA may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the contract.

If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ARTICLE 8. The Contractor agrees to pay daily, weekly, weekend and holiday overtime as required by ORS 279C.520.

ARTICLE 9. The Contractor agrees that all employees/workers working on this project, whether employed by the Contractor or any subcontractor, shall be given written notice of the number of hours per day and days per week they may be required to work.

ARTICLE 10. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

ARTICLE 11. The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher per ORS 279C.830(1)(b).

ARTICLE 12. The Contractor agrees to have a performance bond and payment bond in place before starting any work on the project per ORS 279C.380. The Contractor agrees to have filed a public works bond with the Construction Contractors Board before starting any work on the project.

ARTICLE 13. The Contractor agrees that every subcontract shall include a provision requiring all subcontractors to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830.

ARTICLE 14. Contractor certifies that both it and any of its subcontractors are (1) Registered to conduct business in the state of Oregon; (2) are actively licensed with the Oregon Construction Contractors Board; (3) are bonded and insured in amounts that meet or exceed the county's minimal requirements.

ARTICLE 15. CONTRACTOR shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

ARTICLE 16. The Contractor shall include in each subcontract those provisions required under ORS 279C.580.

ARTICLE 17. For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

ARTICLE 18. Tax Laws.

18.1 The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with:

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- b. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

MODERNIZATION OF JERSEY – PROJECT #18010
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

- c. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

18.2 Contractor represents and warrants that, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Agreement. Further, any violation of Contractor's warranty in this Agreement that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle PHA to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- a. Termination of this agreement, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to PHA's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. PHA shall be entitled to recover any and all damages suffered as the result of PHA's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

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

ARTICLE 19. Additional Terms

- (1) **Execution and Counterparts.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- (2) **Integration.** The Contract Documents constitute the entire agreement between the Parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.
- (3) **Governing Law.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- (4) **Debt Limitation.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds

MODERNIZATION OF JERSEY – PROJECT #18010
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- (5) **No attorney fees.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.
- (6) **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- (7) **No Third Party Beneficiaries.** PHA and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- (8) **Waiver.** The failure of PHA to enforce any provision of this Contract shall not constitute a waiver by PHA of that or any other provision.
- (9) **Merger.** This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced therein. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No amendment, consent, or waiver of terms of this Contract shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. Contractor, by the signature hereto of its authorized representative, is an independent contractor, acknowledges having read and understood this contract, and contractor agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in **three** original counterparts as of the day and year first above written.

**North Pacific Construction & Remodeling,
Inc.**

(Contractor)


(Authorized Representative's Signature / Date)

Louis Woosley, President

(Authorized Representative's Name / Title - Print or Type)

93-1035901

(Federal I.D. Number)

**16835 S. Cliff View Drive, Oregon City, OR
97045**

(Business Address - Street, City, State, Zip)

HOUSING AUTHORITY OF

CLACKAMAS COUNTY BOARD

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader
Resident Commissioner Paul Reynolds

Signing on Behalf of the Housing Authority Board

Richard Swift, Director
Health, Housing & Human Services Department

MODERNIZATION OF JERSEY – PROJECT #18010
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

(State of Oregon CCB License Number)

CERTIFICATION

I Louis Woosley

certify that I am the President

at the corporation named as Contractor herein, that Louis Woosley

who signed this Contract on behalf of the Contractor, was then President

of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

Louis Woosley 11-14-18
(Authorized Representative's Signature / Date)

Louis Woosley, President

(Authorized Representative's Name / Title - Print or Type)

(Print or type the names underneath all signatures)



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

November 29, 2018

Board of County Commissioners of the
 Housing Authority of Clackamas County

Members of the Board:

Stephen L. Madkour
 County Counsel

Kathleen Rastetter
Scott C. Ciecko
Amanda Keller
Nathan K. Boderman
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
 Assistants

Adoption of Board Order Delegating Contract Signing Authority

Purpose/Outcomes	Delegate limited contract signing authority to certain positions not included in current LCRB Rule C-05-0100.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Indefinitely
Previous Board Action	These items were presented to the Board of County Commissioners at a duly noticed policy session held on November 6, 2018
Strategic Plan Alignment	Build Public Trust Through Good Government
Contact Person	Andrew Naylor, Assistant County Counsel; 503-742-4623
Contract No.	N/A

BACKGROUND:

The Board of County Commissioners (Board) has previously delegated limited contract signing authority to certain department positions pursuant to the Local Contract Review Board Rules, Rule C-05-0100. However, due to certain omissions, changes in position titles, and other issues, the current list does not include a delegation by the Housing Authority Board of Commissioners (HACC).

The proposed Board Order updates the current contract signing authority delegation list to include the Executive Director of the Housing Authority.

A policy session on these issues was held on November 6, 2018 before the Board. At that session, the Board considered larger questions of how the County might restructure signing authority. However, while those larger discussions are ongoing, County Counsel proposed, and understood the Board as agreeing, to draft orders that addressed the more immediate issues associated with contract signing authority.

Attached is County Counsel's proposed Board Order updating the contract signing authority delegation with respect to the HACC. This proposed Order does not alter the County's current practice. It is intended solely to update position names and to otherwise maintain the status quo. Discussions of larger changes to the County's contract signing authority structure are ongoing and will proceed independent of the proposed Order.

RECOMMENDATION:

Staff respectfully requests that the HACC Board adopt the proposed Order.

Respectfully submitted,



Andrew Naylor
Assistant County Counsel

Attachments:
Proposed Board Order

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON**

In the Matter of Limited Delegation
of Contract Signing Authority



Board Order No. _____

Whereas, the Board of Commissioners for the Housing Authority of Clackamas County (the "Board") has authority to sign all contracts, contract amendments, and renewals; and

Whereas, the Board has determined it is necessary to delegate limited contract signing authority to certain positions described herein;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. The following officers and employees of the Housing Authority of Clackamas County holding the positions listed below have authority to sign Contracts with a value not to exceed a total of \$150,000 in the aggregate for any one project or for any one contractor in a fiscal year:

Housing Authority of Clackamas County Executive Director

2. The officers and employees listed above also have authority to sign Contract amendments or renewals if the amendment does not exceed 10% of the original Contract amount or \$150,000 for the entirety of the term of the Contract, whichever is less.
3. As used herein, "Contract" shall be defined as set forth in the Local Contract Review Board Rules, Rule C-046-0110.

DATED this ____ day of _____, 2018

**BOARD OF COUNTY COMMISSIONERS OF THE
HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON**

Chair

Recording Secretary

November 29, 2018

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of Amendment #14 for 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

Purpose/Outcomes	Amendment #14 makes the following changes: 1. Adds a sub-element to Exhibit A for SPArC 2. Increases award to PE 13-02 – Tobacco prevention and Education (TPEP) – SPArC
Dollar Amount and Fiscal Impact	Amendment #14 increases this Agreement by \$299,211. for a new Contract maximum value of \$6,440,896..
Funding Source	State of Oregon, Oregon Health Authority. No County General Funds are involved.
Duration	Effective upon signature and terminates on June 30, 2019
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, health and secure communities
Previous Board Action	The Board previously reviewed and approved this agreement on October 26, 2017 Agenda item 102617-A6, June 22, 2017, Agenda item 062217-A3 and October 5, 2017, Agenda item 100517-A2, April 12, 2018 Agenda item 041218-A2, June 7, 2018, Agenda item 060718-A11, June 14, 2018, Agenda item 061418-A3, September 27, 2018 , 092718-A5, November 8, 2018, Agenda item 110818- A-1
Contact Person	Dawn Emerick, Public Health Director – 503-655-8479
Contract No.	8327-13

BACKGROUND:

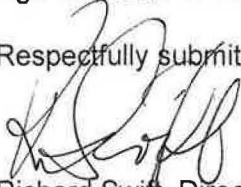
The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #14 for the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #14 increases this Agreement by \$299,211. for a new Contract maximum value of \$6,440,896.

This Amendment is effective upon signature and continues through June 30, 2019. This contract has been reviewed by County Counsel on November 05, 2018.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', written over a faint, illegible background.

Richard Swift, Director
Health, Housing, and Human Services

Agreement #154103



**FOURTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Fourteenth Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2017, and restated July 1, 2018 (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County, acting by and through its Public Health Department (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

RECITALS

WHEREAS, OHA and LPHA wish to modify a definition set forth in Exhibit A of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2019 (FY19) Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

- Exhibit A “Definitions”, Section 16 “Program Element” is amended to add a sub-element under Program Element title PE 13 TPEP as follows:

<u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB- RECIPIENT (Y/N)
• SPArC	OF	N/A	N/A	N	N

- Section 1 of Exhibit C entitled “Financial Assistance Award” of the Agreement for FY19 is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C as restated July 1, 2018, entitled “Explanation of Financial Assistance Award” of the Agreement.
- LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
- Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- The parties expressly ratify the Agreement as herein amended.

7. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

8. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

9. **Signatures.**

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: Richard Swift
Title: Director, Health, Housing and Human Services
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 16, 2018, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Derrick Clark (or designee)
Title: Program Support Manager
Date: _____

**Attachment A
Financial Assistance Award (FY19)**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 3	
1) Grantee Name: Clackamas County Public Health		2) Issue Date October 23, 2018	This Action AMENDMENT FY 2019	
Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		3) Award Period From July 1, 2018 Through June 30, 2019		
4) OHA Public Health Funds Approved				
	Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE01	State Support for Public Health	486,823		486,823
PE03	Tuberculosis Case Management	0		0
PE07	HIV Prevention Services	130,555		130,555
PE12	Public Health Emergency Preparedness and Response (PHEP)	164,085		164,085
PE13	Tobacco Prevention and Education Program (TPEP)	227,587		227,587
PE13-02	Tobacco Prevention and Education (TPEP) - SPArC	0	299,211	299,211
PE27-02	PDOP - Opioid State Targeted Response (OSTR)	79,583		79,583
PE40-01	WIC NSA: July - September	200,074		200,074
PE40-02	WIC NSA: October - June	600,221		600,221
PE40-03	BFPC: July - September	17,353		17,353
PE40-04	BFPC: October - June	52,058		52,058
PE40-05	Farmer's Market	3,769		3,769
PE42-01	MCAH Title V CAH	36,671		36,671
PE42-02	MCAH Title V Flexible Funds	85,564		85,564
PE42-03	MCAH Perinatal General Funds & Title XIX	11,490		11,490
PE42-04	MCAH Babies First! General Funds	36,708		36,708
PE42-05	MCAH Oregon Mothers Care Title V	8,834		8,834
PE42-06	MCAH General Funds & Title XIX	21,556		21,556

**State of Oregon
Oregon Health Authority
Public Health Division**

1) Grantee Name: Clackamas County Public Health Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045	2) Issue Date October 23, 2018	This Action AMENDMENT FY 2019
	3) Award Period From July 1, 2018 Through June 30, 2019	

4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE43 Public Health Practice (PHP) - Immunization Services (Vendors)	91,961		91,961
PE44-01 SBHC Base	224,000		224,000
PE44-02 SBHC - Mental Health Expansion	336,700		336,700
PE46 RH Community Participation & Assurance of Access	34,947		34,947
PE50 Safe Drinking Water (SDW) Program (Vendors)	147,475		147,475
	2,998,014	299,211	3,297,225

5) Foot Notes:

- PE03 1 Tuberculosis funding has been changed to a fee for service model.
- PE13-02 1 The LPHA award amount is designated for the agency-approved SPaRC work plan on file with OHA. The performance period is Aug. 1, 2018 - June 30, 2019. A separate expenditure report for this funding is required for SPaRC work done under Project Element 13.
- PE40-01 1 Award for July - September should be spent by 9/30/18
- PE40-02 1 Award for October - June should be spent by 6/30/19
- PE40-03 1 Award for July - September to be spent by 9/30/18
- PE40-04 1 Award October - June to be spent by 6/30/19
- PE40-05 1 Award is one-time funding to be spent by 11/30/18
- PE42-01 1 For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).
- PE42-01 2 Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.
- PE42-02 1 For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).
- PE42-02 2 Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.
- PE42-03 1 Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).
- PE42-04 1 For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).
- PE42-05 1 For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).
- PE42-05 2 Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.

State of Oregon Oregon Health Authority Public Health Division			Page 3 of 3
1) Grantee Name: Clackamas County Public Health Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045	2) Issue Date October 23, 2018	This Action AMENDMENT FY 2019	
		3) Award Period From July 1, 2018 Through June 30, 2019	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE42-06 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE43 1	All Award Must be Spent by the End of June 30, 2019		
PE43 2	Immunization Special Payments is Funded by State General Fund and Matched dollar for Dollar with Federal Medicaid Match.		
6) Comments:			
PE40-01	Nutrition Ed of \$40,015 & BF of \$7,314 to be spent by 9/30/18		
PE40-02	Nutrition Ed of \$120,044, BF of \$21,942 to be spent by 6/30/19		
PE50	\$13,273 must be spent from 7/1/18 to 9/30/18. \$39,818 must be spent from 10/1/18 to 6/30/19. (for portion of award with federal funding source CFDA 66.432)		
PE03	\$3,248 must be spent by 12/31/18		
PE27-02	\$79,583 in FY19 is balance of OSTR Year 2 Funding available 7/1/18-4/30/19 only.		
PE07	\$40,282 must be spent by 12/31/18		
PE42-01	\$9,168 must be spent from 7/1/18 to 9/30/18. \$27,503 must be spent from 10/1/18 to 6/30/19.		
PE46	\$5,038 for period 7/1/18 to 8/31/18. Remaining award for 9/1/18 to 3/31/19		
PE42-02	\$21,391 must be spent from 7/1/18 to 9/30/18. \$64,173 must be spent from 10/1/18 to 6/30/19.		
PE42-05	\$2,208 must be spent from 7/1/18 to 9/30/18. \$6,626 must be spent from 10/1/18 to 6/30/19.		
7) Capital outlay Requested in this Action:			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG APPROV

November 29, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #2 to an Intergovernmental Agreement with
the State of Oregon, Department of Consumer and Business Services,
Senior Health Insurance Benefits Assistance (SHIBA)

Purpose/Outcomes	To provide grant funds for the Medicare Improvements for Patients and Providers Act (MIPPA) program to provide education for Medicare beneficiaries about public benefits.
Dollar Amount and Fiscal Impact	This amendment adds \$13,000 for a new revenue total of \$32,500.
Funding Source	The Oregon Department of Human Services' State Unit on Aging (SUA) received a Medicare Improvements for Patients and Providers Act (MIPPA) grant from the Administration for Community Living (ACL). This grant will support the continued partnership between the SUA, the Senior Health Insurance Benefits Assistance (SHIBA) program and Multnomah County Aging and Disability Services (MCADS) to expand and enhance outreach and application assistance for low income individuals who are potentially eligible for the Low Income Subsidy (LIS) or the Medicare Savings Program (MSP). No match requirements. No County General Funds are involved.
Safety Impact	None
Duration	September 30, 2018 through September 29, 2020
Previous Board Action	The original agreement was approved by the Board of County Commissioners on December 15, 2016, agenda item 121916-A11. Amendment #1 was approved on November 30, 2017, 113017-A1.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	7916

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests approval of Amendment #2 to the Intergovernmental Grant Agreement (IGA) from the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA). This IGA provides funding to educate Medicare beneficiaries about public benefits, and enroll those who are eligible in limited-income subsidy for Part D and Medicare Savings Programs.

SHIBA is designed to educate senior and other Medicare recipients of their rights, resources and needs relating to Medicare and other health insurance. These services are invaluable to our seniors and citizens with disabilities and provide a much needed resource for our most vulnerable populations.

Healthy Families. Strong Communities.

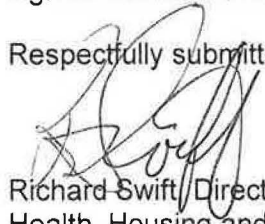
The Senior Medicare Patrol (SMP) grant funds help the Volunteer Connection SHIBA program improve and expand State efforts to provide Medicare/Medicaid beneficiaries education of healthcare fraud, errors and abuse. Outreach efforts focus on high populations in rural, Hispanic and tribal communities.

This amendment was received from the State on October 29, 2018 and it extends the end date of the Intergovernmental Agreement by two years to September 29, 2020. The amendment adds \$13,000 for a new agreement total of \$32,500. County Counsel reviewed and approved the amendment on November 6, 2018. There are no match requirements and no County General Funds are involved.

RECOMMENDATION:

Staff recommends the approval of this amendment, and that Richard Swift, H3S Director, be authorized to sign all documents necessary on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services Department

**AMENDMENT #2 to
INTERGOVERNMENTAL AGREEMENT # 45G000205**

1. This agreement is between the State of Oregon Acting by and through its Department of Consumer and Business Services, Oregon Health Insurance Marketplace, Senior Health Insurance Benefit Assistance Program (“Agency”), and Clackamas County acting by and through its Health, Housing & Human Services Department, Social Services Division (“Local Government”).
2. The Contract is hereby amended as follows (new language is indicated by bold underlining font, and deleted language is indicated by strikethrough font).

SECTION 2: PURPOSE

The State of Oregon has received a Federal grant **from the Administration for Community Living under funding opportunity number HHS-CIP-MI-18-001 and CFDA number 93.071. Funds are intended to support the objectives of the Medicare Improvements for Patients and Providers Act (MIPPA)** to educate Medicare beneficiaries about public benefits, and enroll those who are eligible in Limited-Income Subsidy for Part D (also known as LIS or Extra Help) and Medicare Savings Programs (QMB, SMB, SMF). The grant requires involvement of the Senior Health Insurance Benefit Assistance Program (SHIBA), Aging and Disability Resource Connection (ADRC) and the Area Agency on Aging (AAA) programs statewide. Agency will coordinate efforts of SHIBA sponsors statewide. Multnomah County will ~~act as a sub-grantee to~~ coordinate efforts of ADRC and AAA programs, and conduct statewide outreach. Local Government is a SHIBA sponsor covering Clackamas County.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement shall be effective retroactively to September 30, 2015, and terminates on **September 29, 2020** ~~September 29, 2018~~, unless terminated earlier in accordance with Section 16. This Agreement may be extended if the grant period is extended or for additional grant years.

SECTION 6: COMPENSATION AND PAYMENT TERMS

- 6.1 A) Agency agrees to pay Local Government a not-to-exceed amount of \$6,500.00 for performance of the work set forth in Exhibit A for the period of September 30, 2015 through September 29, 2016. Funding for future years is dependent on Agency receiving grant awards from the Administration for Community Living (ACL).
- B) Agency agrees to pay Local Government a not-to-exceed amount of \$6,500.00 for performance of the work set forth in Exhibit A for the period of September 30, 2016 through September 29, 2017. Funding for future years is dependent on Agency receiving grant awards from the Administration for Community Living (ACL).
- C) Agency agrees to pay Local Government a not-to-exceed amount of \$6,500.00 for performance of the work set forth in Exhibit A for the period of September 30, 2017 through September 29, 2018. Funding for future years is dependent on Agency receiving grant awards from the Administration for Community Living (ACL).
- D) Agency agrees to pay Local Government a not-to-exceed amount of \$13,000.00 for performance of the work set forth in Exhibit A for the period of September 30, 2018 through September 29, 2020. Funding for future years is dependent on Agency receiving grant awards from the Administration for Community Living (ACL).**

SECTION 24: COMPLIANCE WITH LAW

24.3 Miscellaneous Federal Provisions:

24.3.1 Local Government shall comply and cause all subcontractors to comply with all federal laws, regulations and executive orders applicable to the Agreement. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated:

- Age Discrimination Act of 1975
- Civil Rights Act of 1964 (Title VI)
- Controlled Substances; Education Amendment of 1972 (Title IX)
- Public Health Security and Bioterrorism Preparedness and Response Act, Rehabilitation Act of 1973 (Section 504)
- USA PATRIOT Act
- Americans with Disabilities Act of 1990
- Clean Air, Clean Water, EPA Regulations
- Energy Efficiency
- Truth in Lobbying
- Resource Conservation and Recovery
- Debarment and Suspension
- Pro-Children Act
- **Uniform Administrative Requirements for Grants and Agreements** 45 CFR Part 14
- Office of Management and Budget (OMB) Circulars A-110 and A-122
- Trafficking in Persons
- **Davis-Bacon Act**
- **Contract Work Hours and Safety Standards Act**

EXHIBIT A -- STATEMENT OF WORK

The following replaces Exhibit A in it's entirety:

Agency shall:

- Train volunteers statewide, in depth, on using www.BenefitsCheckUp.org/Oregon to enroll SHIBA clients for Low Income Subsidy (LIS), and on tracking LIS/Medicare Savings Program (MSP) activity on Beneficiary Contact Forms and Outreach forms in the SHIP Tracking and Reporting System (STARS)
- Establish criteria and award sub-grants to SHIBA sponsors involved in additional MIPPA activities
- Coordinate with Multnomah County and the State Unit on Aging on data collection, reporting statewide outreach strategies

Local Government shall:

SHIBA Counselor Coordination:

- Encourage counselors to actively screen and help clients apply for Low Income Subsidy (LIS) and Medicare Savings Program (MSP) programs. Counselors must complete LIS applications using www.BenefitsCheckup.org/Oregon

- Encourage volunteers who lack time or computer access in their SHIBA appointments to refer clients to the Oregon Medicare Savings Connect toll-free line
- Ensure that 100% of their certified counselors have participated in STARS training as it relates to recording MIPPA beneficiary contacts, group outreach and media outreach in STARS.

Tracking and Outreach:

- Actively track data on clients screened and assisted with applications for LIS or MSP in the SHIP Tracking and Reporting System (STARS) per ACL guidance.
- Continue conducting LIS/MSP outreach as usual through your local agencies, and report MIPPA related outreach in the SHIP Tracking and Reporting System (STARS) per ACL guidance.
- Speak by phone individually with assigned State MIPPA project staff to coordinate efforts and monitor data collection. Participate in coordinated statewide outreach events occurring in your area during each 12-month grant period. (Note: targeted areas to be determined by OMSC-Multnomah County SHIBA).

Multnomah County will provide the following assistance to Contractor:

- Operate an incoming toll-free line (Oregon Medicare Savings Connect, 1-855-447-0155) to complete LIS applications online for eligible Medicare beneficiaries, and to directly assist in the process of applying for MSP throughout Oregon.
- Give priority to referrals from SHIBA volunteers statewide, to assist those who did not have sufficient time during their SHIBA appointment to complete LIS applications.
- Provide outreach materials for LIS, MSP and other public benefits programs.
- Conduct public outreach events in targeted areas of the State to increase awareness of LIS/MSP/public benefits.
- Coordinate with Food Banks, Low Income Home Assistance (LIHEAP) organizations, Gatekeeper programs, and other community partners to target outreach to Medicare beneficiaries.

3. Except as expressly amended above, all other terms and conditions of original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Signatures on next page

Clackamas County acting by and through its Health, Housing & Human Services Department, Social Services Division

Name, Title	Richard Swift, Director Health, Housing and Human Services Department	Date
-------------	--	------

STATE OF OREGON acting by and through its Department of Consumer and Business Services, Oregon Health Insurance Marketplace, Senior Health Insurance Benefit Assistance Program

Reviewed by:	Chiqui Flowers Administrator, Oregon Health Insurance Marketplace	Date
--------------	--	------

Executed by:	Nancy A. Cody Designated Procurement Officer	Date
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COPY

November 29, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #3 to Agency Services Contract with
Catholic Community Services of Western Washington for
Community-Based Emergency Department Crisis Stabilization

Purpose/Outcomes	To provide peer community-based emergency department crisis stabilization services
Dollar Amount and Fiscal Impact	Amendment #3 adds \$80,622 to the value of the contract; increasing the maximum contract value to \$322,488.
Funding Source	No County General Funds. State of Oregon, Community Mental Health Program (CMHP) funds.
Duration	Effective January 1, 2019; terminating June 30, 2019
Previous Board Action	County Administrator approved Amendment #1 January 11, 2018, on the Board's behalf during Winter recess.
Strategic Plan Alignment	1. Increase self-sufficiency for our clients. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director, Behavioral Health Division 503-742-5305
Contract No.	#8122-03

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #3 to Agency Services Contract with Catholic Community Services of Western Washington for community-based emergency department crisis stabilization services. Amendment #03 will extend the term of the contract six months and provide compensation for the additional six months of service. The Behavioral Health Division has partnered with Catholic Community Services of Western Washington for behavioral health services since 2015.

This Amendment to be effective January 1, 2019 and terminates June 30, 2019. Additional funding totaling \$80,622 to be provided; increasing the maximum value of this contract to \$322,488. County Counsel reviewed and approved Amendment #3 November 1, 2018.

RECOMMENDATION:

Staff recommends Board approval of this Amendment and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

Healthy Families. Strong Communities.

**Agreement Amendment
Health, Housing, and Human Services Department**

H3S Agreement Number: 8122

Board Agenda Number: _____

and Board date: _____

Division: Behavioral Health

Amendment No. 3

Agency: Catholic Community Services of Western Washington

Amendment Requested By: Mary Rumbaugh, Director of Behavioral Health

Changes: Scope of Services Agreement Budget/Compensation
 Agreement Term Other _____

Justification for Amendment:

This agreement provides community-based Emergency Department crisis stabilization services.

This amendment extends the term of the agreement six (6) months and increases compensation.

The agreement termination date will be **June 30, 2019**.

Compensation of the agreement **is increased by \$80,622.00** for the additional six (6) months of service, bringing the maximum compensation to **\$322,488.00**. **Exhibit C**, Compensation and Budget is amended to reflect the increase in compensation.

This amendment is effective **January 1, 2019** and continues through **June 30, 2019**.

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

Catholic Community Services of Western Washington #8122

Agency Services Agreement – Amendment #03

Page 2 of 5

AMEND:

2.0 Term

Services provided under the terms of this agreement shall commence on **July 1, 2017** and shall terminate on **December 31, 2018** unless terminated by one or both parties as provided for in paragraph 6.0 below.

TO READ:

2.0 Term

Services provided under the terms of this agreement shall commence on **July 1, 2017** and shall terminate on **June 30, 2019** unless terminated by one or both parties as provided for in paragraph 6.0 below.

AMEND:

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate AGENCY as specified in **Exhibit C: Compensation**. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

Maximum payment for the term of this Agreement shall not exceed **\$241,866.00**.

TO READ:

3.0 Compensation and Fiscal Records

3.1 Compensation. County shall compensate Agency as specified in **Exhibit C: Compensation**. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

Maximum payment for the term of this Agreement shall not exceed **\$322,488.00**.

AMEND:

**EXHIBIT C
COMPENSATION**

1. Payment for all Work performed under this Agreement shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$241,866.00**.

Catholic Community Services of Western Washington #8122

Agency Services Agreement – Amendment #03

Page 3 of 5

Catholic Community Services of Western Washington				
ED Crisis Stabilization and Diversion				
<u>Direct Service Expenses</u>				
	FTE	Monthly basis	1 month	18 months
Supervisor/Liaison	0.15	\$ 4,667	\$ 700	\$ 12,600
Clinician	1.00	\$ 3,833	\$ 3,833	\$ 69,000
QMHA (2 hours/week)	0.05	\$ 2,438	\$ 122	\$ 2,194
Psychiatry (4 hours/week)		\$ 3,813	\$ 3,813	\$ 68,640
Benefits & Taxes.			\$ 1,397	\$ 25,138
Sub-total: Personnel Costs	1.20		9,865.10	177,571.88
<u>Other Direct Program Expenses</u>				
Fixed Salary (QI, Ops, MIS, Fiscal, Etc.)			\$ 592	\$ 10,654
Fixed Employee Benefits			\$ 112	\$ 2,024
Fixed Payroll Taxes			\$ 65	\$ 1,179
Mileage			\$ 600	\$ 10,800
Professional / Corporate Fees			\$ 500	\$ 9,000
Supplies / Postage			\$ 30	\$ 540
Furniture, Fixtures & Equip			\$ 48	\$ 864
Telephone/Communication			\$ 144	\$ 2,592
Occupancy-Rent/Leases			\$ 450	\$ 8,100
Occupancy-Utilities/Other			\$ 200	\$ 3,600
Repairs & Maintenance			\$ 50	\$ 900
Conferences & Trainings			\$ 50	\$ 900
Shared Indirect: Facilities & Tech			\$ 200	\$ 3,600
Printing & Publications			\$ 30	\$ 540
Flex Funds (safety supplies, specific assistance)			\$ 500	\$ 9,000
Sub-total: Other Direct Costs			\$ 3,571	\$ 64,294
Fixed Totals/Capacity Payment Basis			\$ 13,437	\$ 241,866

TO READ:

**EXHIBIT C
COMPENSATION**

1. Payment for all Work performed under this Agreement shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$322,488.00**.

Catholic Community Services of Western Washington #8122

Agency Services Agreement – Amendment #03

Page 4 of 5

<u>Catholic Community Services of Western Washington</u>				
<u>ED Crisis Stabilization and Diversion</u>				
<u>Direct Service Expenses</u>				
	FTE	Monthly basis	1 month	24 months
Supervisor/Liaison	0.15	\$ 4,667	\$ 700	\$ 16,800
Clinician	1.00	\$ 3,833	\$ 3,833	\$ 92,000
QMHA (2 hours/week)	0.05	\$ 2,438	\$ 122	\$ 2,925
Psychiatry (4 hours/week)		\$ 3,813	\$ 3,813	\$ 91,520
Benefits & Taxes.			\$ 1,397	\$ 33,518
Sub-total: Personnel Costs	1.20		9,865.10	236,762.50
<u>Other Direct Program Expenses</u>				
Fixed Salary (QI, Ops, MIS, Fiscal, Etc.)			\$ 592	\$ 14,206
Fixed Employee Benefits			\$ 112	\$ 2,699
Fixed Payroll Taxes			\$ 65	\$ 1,573
Mileage			\$ 600	\$ 14,400
Professional / Corporate Fees			\$ 500	\$ 12,000
Supplies / Postage			\$ 30	\$ 720
Furniture, Fixtures & Equip			\$ 48	\$ 1,152
Telephone/Communication			\$ 144	\$ 3,456
Occupancy-Rent/Leases			\$ 450	\$ 10,800
Occupancy-Utilities/Other			\$ 200	\$ 4,800
Repairs & Maintenance			\$ 50	\$ 1,200
Conferences & Trainings			\$ 50	\$ 1,200
Shared Indirect: Facilities & Tech			\$ 200	\$ 4,800
Printing & Publications			\$ 30	\$ 720
Flex Funds (safety supplies, specific assistance)			\$ 500	\$ 12,000
Sub-total: Other Direct Costs			\$ 3,571	\$ 85,725
Fixed Totals/Capacity Payment Basis			\$ 13,437	\$ 322,488

(Signature page follows)

Catholic Community Services of Western Washington #8122

Agency Services Agreement – Amendment #03

Page 5 of 5

SIGNATURE PAGE

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

**CATHOLIC COMMUNITY SERVICES OF
WESTERN WASHINGTON**

**THE COUNTY OF CLACKAMAS
BOARD OF COUNTY COMMISSIONERS**

Authorized Signature Date

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

Name / Title (Printed)

Signing on behalf of the Board:

234806-92
Oregon Business Registry #

Richard Swift, Director Date
Health, Housing and Human Services

Foreign Nonprofit Corporation / Washington
Entity Type / State of Formation

Approved as to form:

Kathleen Rastetter via email November 1, 2018
County Counsel Date

November 29, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #2 to a Professional Services Agreement with Laboratory Corporation of America (LabCorp) for laboratory services for Clackamas County Health Centers Division (CCHCD).

Purpose/Outcomes	Contractor will provide clinical laboratory services to CCHCD clinics.
Dollar Amount and Fiscal Impact	Contract maximum is being increased by \$80,000, bringing the contract maximum to \$550,000.
Funding Source	No County General Funds are involved. Fee for service through Health Centers' clinics.
Duration	Effective April 1, 2014 and terminates on March 31, 2019
Previous Board Action	The Board previously viewed this contract on June 14, 2018 – agenda item 061418 – A4
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	6521_02

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Amendment #2 to a Professional Services Agreement with LabCorp for clinical laboratory services for CCHCD related to Primary Care and Behavioral Health patient services.

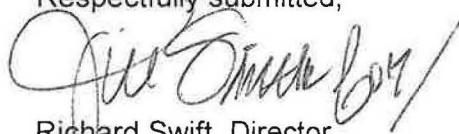
LabCorp will provide professional laboratory services including: testing, specimen collection(s), testing reports of specimens collected, laboratory specimen pick-up, supplies, and consultations.

Additional funding is needed to ensure no break in services until the term of the agreement. Amendment #2 adds \$80,000, bringing the maximum value of this contract to \$550,000. This Amendment is effective upon signature and terminates on March 31, 2019. A RFP is currently published for solicitation in accordance with ORS and LCRB Rules.

Recommendation

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

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

**Second Amendment To
LABORATORY SERVICES AGREEMENT
CONTRACT #6521**

H3S Contract Number 6521 Board Agenda Number _____

and Date 10/30/18

Division Health Centers Amendment No. 2

Contractor Laboratory Corporation of America

Amendment Requested By Ed Johnson

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

This Amendment updates language of the Laboratory Services Agreement in Section 5, B, Compensation, by adding funding to continue to the term. This Amendment reflects a change in the compensation by adding \$80,000 to the budget for the remaining term of the Agreement. The total amount of the contract budget is being increased by \$80,000, bringing it to a new contract maximum of \$550,000. The additional funding is to pay for lab services that are essential to the Primary Care and Behavioral Health clinics.

This amendment is effective **upon signature** and continues through **March 31, 2019**.

MEMBER and LABORATORY hereby agree as follows:

1. Section 5B of the Addendum is modified to read:

Total payment to LABORATORY shall not exceed **\$550,000.00**, for the term of the Agreement

2. Except as specifically modified by this Second Amendment, the Agreement shall remain unchanged and in full force and effect.

Signature page follows

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

LABORATORY CORPORATION OF AMERICA (LABORATORY)

By: _____



Clarissa Willett, Vice President

11/7/18

Date

13112 Evening Creek Dr. South

Street Address

San Diego, CA 92128

City/State/Zip

800-859-6046 / n/a

Phone / Fax

CLACKAMAS COUNTY (MEMBER)

Commissioner: Jim Bernard, Chair

Commissioner: Sonya Fischer

Commissioner: Ken Humberston

Commissioner: Paul Savas

Commissioner: Martha Schrader

Signing on Behalf of the Board:

Richard Swift, Director

Health, Housing and Human Services Department

Date

November 29, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to a Revenue Agreement with CareOregon
for a revised Dental Home Payment Model

Purpose/Outcomes	The purpose of this agreement is to increase new patient numbers, increase the number of visits by CareOregon members, and increase the number of patients receiving dental sealants.
Dollar Amount and Fiscal Impact	CareOregon will pay County receive up to \$2.00 per member per month based on improvement of the stated goals.
Funding Source	No County funds. CareOregon PMPM & Incentive payments
Duration	November 1, 2018 – December 31, 2018
Previous Board Action	Previous Board Action on April 19, 2018 Agenda item – A4; 041918-A4
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, healthy and secure communities
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	8763_01

BACKGROUND:


The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of Amendment #1 to a Revenue agreement with CareOregon for the Dental Home Payment Model. This amendment is an incentive to increase the number of new members assigned, increase the number of visits by CareOregon members, and increase the number of members receiving dental sealants. CCHCD will be compensated based on this new payment model for patients receiving dental care. CCHCD will receive up to \$2.00 per member per month (PMPM) based on meeting the improvement goals. CCHCD will also be eligible for additional bonus incentive payment.

There is no maximum dollar value assigned to this agreement as it is based on number of members assigned and goals reached. Amendment #1 is effective November 1, 2018 and will terminate on December 31, 2018. The agreement is retro-active due to receiving it late from CareOregon. County Counsel has reviewed this Agreement on November 14, 2018.

RECOMMENDATION:

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

Respectfully submitted,


Richard Swift, Director
Health, Housing, and Human Services

AMENDMENT

To The

CAREOREGON LETTER OF AGREEMENT

Between

CAREOREGON, INC.

and

Clackamas County Health Department

#8763_01

This is an Amendment to the CareOregon Letter of Agreement (hereinafter referred to as "Agreement") that was effective April 26, 2018 between CareOregon, Inc. (herein referred to as "CareOregon") and Clackamas County acting on by and through its Health, Housing and Human Services Department, Health Centers Division (hereinafter referred to as "Provider"). Provider Agreement #8763, CareOregon Agreement number 18-0101DA.

CareOregon and Provider agree that the Agreement between the parties be amended as follows:

- 1. Exhibit A, Quality Measure 2018 Dental Home Payment Model, is hereby **replaced in its entirety with the attached Exhibit A, Quality Measure 2018 Dental Home Payment Model.**

IN WITNESS WHEREOF, the parties have executed the terms of this Amendment to be effective on **November 1, 2018**. All other terms and conditions of the Agreement shall remain in full force and effect.

Clackamas County Health Department:

CareOregon, Inc.:

Signature: _____

Signature: _____

Name: _____

Name: Eric Hunter

Title: _____

Title: Chief Executive Officer

Date: _____

Date: _____

EXHIBIT A
Quality Measure
2018 Dental Home Payment Model

If Provider clinics are eligible, CareOregon will pay a per-member-per month payment (PMPM) and an Incentive Payment contingent on CareOregon, Inc Dental Care Organization having medical loss ratio (medical costs divided by revenue) no more than 85% on risk revenue for calendar year 2018.

I. PMPM PAYMENT:

- A. Each Provider clinic location is eligible for a maximum of \$2 PMPM for January 2018 to December 2018.

- B. Provider clinic locations are eligible to earn a percentage towards the maximum \$2 PMPM in three (3) categories if improvements meet or exceed improvement targets in Terms Section B below:
 - 1. 30%: Increase in adult (age 21 and older on 12/31/2018) members seen vs members assigned during the calendar year; requires 90 days continuous enrollment.
 - 2. 30%: Increase in child (age 0 through 20 on 12/31/2018) members seen vs members assigned during the calendar year; requires 90 days continuous enrollment.
 - 3. 40%: Increase in assigned members ages 6-9 and 10-14 on Dec 31, 2018 to have received a sealant (CPT code D1351) within the clinic during the calendar year; requires 90 days continuous enrollment; excludes school-based dental sealant programs.

- C. Provider agrees to file all claims for the services provided within the period of service dates covered in this Agreement within 90 days of the final service date.

- D. The PMPM payment will be remitted in a single payment for all months covered in this Agreement after the claims runout period of 90 days from the last service date has passed.

- E. The PMPM payment is in addition to the Incentive Payments described in Exhibit A.II.A and B.

II. Terms of PMPM:

- A. Membership totals.
 - 1. For the months of January 2018 to September 2018 membership will be determined by total number of members on the fifteenth (15th) day of the month.
 - 2. For the months of October 2018, November 2018 and December 2018 membership will be determined by total number of members on the fifteenth (15th) day of the month less

the total number of Health Share Oregon (HSO) Dental Transition Members (members who transitioned into CareOregon Dental due to the Health Share 10/01/2018 transition).

- B. An improvement target over 2017 year-end performance, as defined below, is set for each of category in Section I.B. above and are measured as follows:
1. Assigned vs Seen Adults (age 21 and older on 12/31/2018):
 - a) 30% of PMPM is allocated if a minimum of 3% over 2017 year-end clinic performance is met.
 2. Assigned vs Seen Children (age 1 through 20 on 12/31/2018):
 - a) 30% of PMPM is allocated if a minimum of 3% over 2017 year-end clinic performance is met, with a benchmark of 58%.
 3. Dental Sealants:
 - a) 40% of PMPM is allocated for reaching an improvement target of 3% over 2017 year-end clinic performance, with a benchmark of 25%.
- C. For the service months of October 2018, November 2018 and December 2018, HSO Dental Transition Members will be excluded from the metric denominator total unless the member receives a metric qualifying service during these months, AND the claim was received and processed by CareOregon Dental within 90 days of service date.
- D. For the service months of October 2018, November 2018 and December 2018, HSO Dental Transition Members included in metric denominator total as described in Exhibit A.C. will also be included in the associated numerator total.

III. Incentive Payment:

- A. A payment of \$500 for each Department of Human Services child to receive a dental assessment within 60 days (meets Oregon Health Authority (OHA) metric). This excludes children who meet metric on claims in the prior 30 days.
- B. A payment of \$100 for each member provided to the clinic for care coordination that complete a visit within its classification timeframe
- Classifications and timeframes include:
1. Medicare/Medicaid dual eligible members – visit within calendar year
 2. Pregnancy – visit within 9 months prior to delivery
 3. Routine care requests – visit within 60 days of notification
 4. PreManage/Urgent – visit within 30 days of Emergency Department (ED) visit/notification

November 29, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Revenue Intergovernmental Agreement (IGA) Between
Children, Family and Community Connections and State of Oregon
Housing and Community Services for Weatherization Services

Purpose/Outcomes	Provides funding for the Clackamas County Weatherization Program to install cost effective energy conservation measures in qualified dwellings
Dollar Amount and Fiscal Impact	The IGA provides \$21,000 in revenue
Funding Source	Oregon Housing and Community Services No County General Funds are involved
Duration	Effective upon signature and terminates on June 30, 2019
Previous Board Action	N/A
Strategic Plan Alignment	1. Provide energy education, dwelling assessment, and energy efficiency services to lower-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes 2. Ensure safe, healthy and secure communities
Contact Person	Jacque Meier 503-650-3339
Contract No.	H3S Contract #9089

BACKGROUND:

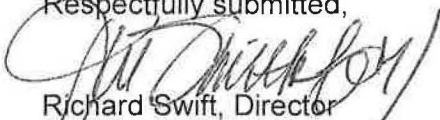
Children, Family and Community Connections (CFCC) a division of Health Housing and Human Services Department request the approval of an IGA with the State of Oregon Housing and Community Services Department to reimburse the Clackamas County Weatherization Program for providing weatherization services to low-income households that have primary space heating fuel obtained from fuel oil dealers. Upon eligibility determination, an energy audit will be performed to determine cost effective energy saving measures to be installed. These measures may include oil-heated heating equipment repair or replacement, ductwork sealing and insulation, and window or door replacements.

This IGA was reviewed by County Counsel on November 1, 2018.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

**STATE OF OREGON
OREGON HOUSING AND COMMUNITY SERVICES**

GRANT AGREEMENT #5009

Introduction

This Grant Agreement ("Agreement") is entered into by and between the State of Oregon, acting by and through its Housing and Community Services Department, together with its successors and assigns hereinafter referred to collectively as ("OHCS") and Clackamas County, a Local Government organization, together with its successors and assigns hereinafter referred to collectively as "Grantee."

Recitals

- A. Grantee has completed and submitted to OHCS an application (the "Application") for an award of State Home Oil Weatherization ("SHOW") Program funds to be used to reimburse Grantee for providing free weatherization services to low-income households that have primary space heating fuel obtained from fuel oil dealers.
- B. Grant funds to be disbursed pursuant to this Agreement derive from the petroleum supplier assessment described in ORS 456.595, and are intended for reimbursement of allowable costs incurred by Grantee consistent with the terms and conditions of this Agreement. Senate Bill 100 (2017) transferred the SHOW Program from the Oregon Department of Energy to OHCS, permitting OHCS to conduct the petroleum supplier assessment.
- C. OHCS has reviewed the Grantee's Application and determined the activities, as hereinafter defined, are feasible and merit funding. The Application, as approved by OHCS, is incorporated herein by reference.

Agreement

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. Incorporations

The foregoing Recitals and Attachments are incorporated herein by reference.

2. Term of Agreement

Unless terminated or extended, this Agreement covers the period through **June 30, 2019**. This Agreement shall become effective on the date this Agreement has been signed by every party and, when required, approved by the Oregon State Department of Justice. The expiration of the term of this Agreement, including if this Agreement is terminated prior to the end of the above-described term, shall not terminate remedies available to OHCS or to Grantee hereunder.

3. Scope of Activities

The work to be performed by Grantee ("Work") is described in Exhibit A (the "Statement of Work"), which is attached and incorporated by reference. Grantee shall perform the Work described in the Statement of Work in accordance with the terms and conditions of this Agreement. Any requests or

changes to Grant fund use or the Statement of Work from the original intended purpose must be approved in writing by OHCS in order for Grantee to retain use of the Grant funds.

4. Consideration

- a. OHCS has agreed to make a conditional award of funds to the Grantee in the amount not-to-exceed of **Twenty-One Thousand Dollars (\$21,000)** ("Grant"). Distributions will be made in accordance with Section 6 unless otherwise agreed to by OHCS.
- b. Any desired use of funds by Grantee which differs from the approved Grant Application must first be approved in writing by OHCS. 100% of the Grant award must be used for the Work or funding indicated in the Application.

5. Funding Appropriation

All disbursements of funds by OHCS to Grantee are contingent upon them being lawfully appropriated, allocated, and available to OHCS.

6. Requests for Funds

Grantee shall request Grant funds by submitting to OHCS a Grantee Request for Reimbursement Application, as provided by OHCS, within three (3) months after the completion of the Work. OHCS will determine funding availability of both awarded funds and overall program funds prior to granting additional funds to Grantee. Before approving a Grantee request for Grant funds, OHCS may request additional information.

7. Remedies Related to Requests for Funds

a. Withholding of Grant Funds from Request

OHCS may withhold any and all requested funds from Grantee under this Agreement if OHCS, in its sole discretion, determines that Grantee has failed to timely satisfy any material obligation arising under this Agreement or otherwise. In reaching a determination, OHCS may consider factors including, but not limited to, compliance with terms of the RFA, statutory and administrative rule standards, availability of funds, and responsiveness of request for funds. Grantee obligations may include, but are not limited to providing complete, accurate and timely reports as requested by OHCS and satisfactory to OHCS about its performance under this Agreement as well as timely satisfying all Agreement obligations, including federal requirements relating to any awarded grant funds.

b. Redistribution or Retention of Funds

If Grant funds are not obligated for reimbursement by Grantee in a timely manner as determined by OHCS at its sole discretion, OHCS may reduce Grantee funding and redistribute such funds to other Grantees or retain such Grant funds for other OHCS use. OHCS may implement adjustments pursuant to this subsection by modifying the applicable. This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

8. Termination

- a. OHCS may immediately terminate this Agreement in whole or in part upon written notice to the Grantee of OHCS's loss of funding or expenditure authority or for cause related to any material

misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Grantee, whether directly by Grantee or through one or more of its sub-recipients, agents, representatives, contractors, successors or assignees, as determined by OHCS in its sole discretion.

b. OHCS may, upon 30 days' written notice, terminate this Agreement in whole or in part for cause including, but not limited to the events described above in subsection 8(a). Cause may include any event, including an event of default, as determined by OHCS in its sole discretion that renders inappropriate the continuation of this Agreement. An event of default constitutes an act or omission by Grantee. Grantee, its sub-recipients, agents, representatives, contractors, successors or assignees by which Grantee, as determined by OHCS at its sole discretion, fails to timely and appropriately perform one or more material obligations, or otherwise breaches a duty, owed to OHCS under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:

- 1) Grantee fails to fulfill timely any of its obligations under this Agreement;
- 2) Grantee fails to comply timely with directives received from OHCS;
- 3) Funds provided under this Agreement are used improperly or illegally by Grantee or any of its sub-recipients;
- 4) Funding for grant programs are denied, suspended, reduced or eliminated;
- 5) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that OHCS is prohibited from paying for or lacks authority to pay for any Work performed under this Agreement or to pay for any such performance from the planned funding source;
- 6) Funding, appropriations, limitations or expenditure authorization to expend funds is denied, suspended, reduced or eliminated;
- 7) Any certification, license or certificate required by law to be held by Grantee or others to provide the services required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;
- 8) Grantee (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;
- 9) Grantee is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal department or agency.

c. Grantee may, upon 30 days' written notice, terminate this Agreement in whole or in part, if;

- 1) OHCS unreasonably fails to provide timely funding hereunder and does not correct such

failure within the 30-day notice period.

- 2) OHCS provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct such directives within the 30-day notice period.

d. Either party may terminate this Agreement in whole or in part immediately upon written notice to the other party if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a competent court (in a final determination) in such a way that one or both parties no longer has the authority to meet its obligations under this Agreement.

e. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, OHCS may, in its sole and absolute discretion, require that Grantee obtain prior OHCS approval from it for any additional expenditures that would obligate OHCS to reimburse it from Agreement grant funds or otherwise.

f. Notwithstanding the above, or any termination thereunder, neither Grantee nor OHCS shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. OHCS may withhold any reimbursement to Grantee in the amount of compensation for damages due to OHCS from Grantee (as estimated by OHCS in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.

g. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Grantee under this Agreement shall be delivered to OHCS within 30 days of the date of termination or upon such date as requested by OHCS.

h. Termination of this Agreement shall not impair or invalidate any remedy available to OHCS or to Grantee hereunder, at law, or otherwise.

9. Agreement Documents in Order of Precedence

This Agreement consists of the following documents which are listed in descending order of precedence:

- This Agreement less all exhibits;
- Exhibit A – Statement of Work
- Exhibit B – Insurance Requirements

All described Exhibits A-B are incorporated by reference.

10. Choice of Law; Designation of Forum; Federal Forum

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

b. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and

waives any claim that such forum is an inconvenient forum.

c. Notwithstanding Section 10(b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

11. Expenditure and Distribution of Funds Properly Supported

a. Grantee shall document in a manner satisfactory to OHCS all expenditures made with Grant funds received under this Agreement. Expenditures and request for Grant funds shall be supported by Grantee by invoices, orders, or any other documentation pertaining in whole or in part to the Agreement in accordance with generally accepted accounting principles (GAAP), Oregon Administrative Rules and applicable federal requirements as specified herein. OHCS may require such other information as it deems necessary or appropriate in its sole discretion.

b. OHCS reserves the right to and may request full itemization, receipts, and any other information at any time. OHCS also may request financial records in order to review costs associated with Grantee's provision of services and other performance under this Agreement, at its discretion.

12. Compliance with Applicable Law

Grantee shall comply with Oregon Revised Statute 456.594 through 456.599, Oregon Administrative Rule chapter 813, division 207, all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with the following laws, regulations and executive orders 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) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. OHCS' performance under the Agreement is conditioned upon Grantee's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235, and 279B.270, which are incorporated by reference herein. Grantee shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg)).

13. No Third-Party Beneficiaries

OHCS and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

14. Notices

Except as otherwise expressly provided in this Agreement, any communications between the parties or notices to be given shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee or OHCS at the email address, postal address, or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or registered mail, return receipt requested, unless submitted by email. Any communication or notice so addressed and mailed shall be deemed to be given 5 days after mailing. Any communication or notice delivered by facsimile or email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against OHCS, such facsimile transmission must be confirmed by telephone notice to OHCS' primary contact within twenty-four (24) hours. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any notice given by email is effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.

15. Confidentiality

Grantee shall, and shall require and cause its sub-recipients to, protect the confidentiality of all information concerning Applicants for and recipients of services funded by this Agreement. It shall not release or disclose any such information except as necessary for the administration of the program(s), as authorized in writing by the Applicant or recipient or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons. Grantee shall, and shall require and cause its sub-recipients to ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

16. Dual Payment

Grantee shall not be compensated for work performed under this Agreement from any other department of the State of Oregon, nor from any other source, including the federal government, unless such funds are used solely to increase the total services provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to OHCS.

17. Monitoring Required

a. OHCS Authorized to Monitor Each Grantee

OHCS may monitor the activities of each Grantee as it deems necessary or appropriate, among other things, to ensure Grantee and its sub-recipients comply with the terms of this Agreement and that Grant fund awards are used properly for authorized purposes hereunder. OHCS also may ensure that performance goals are achieved as specified in the Statement of Work. Monitoring activities may include any action deemed necessary or appropriate by OHCS including, but not limited to the following: (1) the review (including copying) from time to time of any and all Grantee and sub-recipient(s) files, records and other information of every type arising from or related to performance under this Agreement; (2)

arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Grantee fiscal and program reports prior approval documentation; and (5) evaluating, training, providing technical assistance and enforcing compliance of Grantee, sub-recipient(s), and their officers, employees, agents, contractors and other staff. OHCS may utilize third parties in its monitoring and enforcement activities, including monitoring by peer agencies. OHCS monitoring and enforcement activities may be conducted in person, by telephone and by other means deemed appropriate by OHCS and may be effected through contractors, agents or other authorized representatives. Grantee consents to such monitoring and enforcement by OHCS and agrees to cooperate fully with same, including requiring by agreement and causing that its sub-recipients so cooperate.

OHCS reserves the right, at its sole and absolute discretion, to request assistance in monitoring from outside parties including, but not limited to the Oregon Secretary of State, the Attorney General, the federal government, and law enforcement agencies.

b. Grantee Shall Fully Cooperate

Grantee shall fully and timely cooperate with OHCS in the performance of any and all monitoring and enforcement activities. Failure by Grantee or any of its sub-recipients to comply with this requirement is sufficient cause for OHCS to require special conditions and may be deemed by OHCS as a failure by the Grantee to perform its obligations under this Agreement.

18. Monitoring

a. OHCS generally will advise the Grantee as to its observations and findings generated by any on-site visit; usually through an exit interview. Within 60 days after an on-site inspection, OHCS will endeavor to provide Grantee with a written report as to its findings from that inspection. OHCS may advise the Grantee of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Grantee shall timely satisfy such corrective actions required by OHCS.

b. OHCS may review (including copying) from time to time any and all Grantee and sub-grantee(s) files, records, and other information of every type arising from or related to performance under this Agreement. Within 60 days after a review, OHCS will endeavor to communicate in writing to the Grantee. OHCS may advise the Grantee of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Grantee shall timely satisfy such corrective actions as reasonably required by OHCS.

19. Monitoring: Major Findings Resolution

OHCS may track and follow up with Grantee regarding the correction by Grantee of findings made or other corrective actions required in OHCS' monitoring of Grantee's performance under this Agreement. The tracking record developed by OHCS may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. Grantees shall resolve findings and other required corrective actions within the timeframes reasonably given by OHCS by written report or otherwise.

20. Remedies

a. If OHCS determines, in its sole discretion, that Grantee has failed to comply timely with any material obligation under this Agreement, including but not limited to any OHCS directive or term of a corrective action plan, OHCS may, exercise any remedy available to it under this Agreement, applicable

law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (h) debarring or otherwise limiting Grantee's eligibility for other funding from OHCS; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.

b. The rights and remedies of OHCS provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. This Section does not limit Grantee's remedies provided under this Agreement, by law, or otherwise. No failure of or delay by OHCS to enforce any provision of this Agreement will constitute a waiver by OHCS of that or any other provision, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

21. Unallowable Costs and Lobbying Activities

Grantee shall review and comply with the allowable costs and other provisions applicable to expenditures under the particular grant programs covered by this Agreement. Grantee shall, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities, whether in 2 CFR Part 230, 2 CFR Part 225, or otherwise. If Grantee makes expenditures or incurs costs for purposes or an amount inconsistent with the allowable costs or any other provisions governing expenditures in an Agreement grant program, OHCS may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

22. Disallowance of Costs

OHCS neither is responsible for nor shall it pay for any costs disallowed either upon request for reimbursement or as a result of any audit, review, or site visit or other disallowance action by OHCS except for costs incurred by Grantee solely due to the negligence of OHCS, its employees, officers or agents. If a cost is disallowed by OHCS after reimbursement has occurred, Grantee shall, within 30 days of notice of disallowance or such other date as may be required by OHCS, either demonstrate to the satisfaction of OHCS that such disallowance is in error or make repayment of such cost.

If Grantee is a county, such disallowed costs may be recovered by OHCS only through repayment or withholding to the extent permitted by the Oregon Constitution, and particularly Article XI, Section 10. If Grantee is other than a county, OHCS may recover such disallowed costs through repayment, withholding, offset or other means permitted under this Agreement, by law or otherwise.

Grantee shall cooperate and shall cause its sub-recipients to cooperate with OHCS and all appropriate investigative agencies and shall assist in recovering invalid payments.

23. Records Maintenance

Grantee shall, and shall require and cause its sub-recipients to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement.

The Grantee and its sub-recipients shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state and federal law, including

but not limited to those requirements listed in OHCS' Record Retention Schedule, as may be modified from time to time and is available upon request. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

24. Records Access

OHCS, the Oregon Secretary of State's Office, the federal government and the duly authorized representatives of such entities shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Grantee and its sub-recipients which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of OHCS who may take possession of them at any time after three (3) business days' notice to Grantee or sub-recipient, as the case may be. Grantee or sub-recipient may retain copies of all records taken by OHCS under this Section.

In its agreements with sub-recipients, Grantee shall require and cause its sub-recipients to comply with the requirements of this Section and to grant right of access to and ownership by OHCS of the sub-recipients' books and records related to this Agreement.

25. Audits

Grantee shall comply, and require all sub-recipients to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

OHCS may withhold any or all requested funds from Grantee if Grantee violates this provision and OHCS may deem such failure as a material default and exercise any available remedy under this Agreement, including without limitation, termination of this Agreement.

26. Insurance

Grantee will provide all necessary insurance required by Oregon Law and outlined in Exhibit B to perform services under this Grant Agreement, and provide proof of coverage upon request of OHCS.

27. Grantee Status

a. Grantee shall perform all Services under this Agreement as an independent contractor. Grantee is not an officer, employee or agent of the State, as those terms are used in ORS 30.265, with respect to Services performed under this Agreement.

b. Grantee agrees that insurance coverage, whether purchased or by self-insurance, for Grantee's agents, employees, officers and/or subcontractors is the sole responsibility of Grantee.

c. Grantee certifies that it is not employed by or contracting with the federal government for the Services covered by this Agreement.

d. Grantee certifies to the best of its knowledge and belief that neither the Grantee nor any of its principals, officers, directors or employees:

- 1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

- 2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract related to a public transaction; violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection (d)(2); and
- 4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default.

28. Captions

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

29. Severability

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

30. Execution and Counterparts

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

31. Grant Funds; Indemnity

For Grant funds used in conjunction with this Agreement, Grantee assumes sole liability for breach of the conditions of the Grant (including all terms and conditions of this Agreement) by Grantee or any of its sub-recipients, agents or assigns, and hereby covenants and agrees to save, defend, hold harmless and indemnify OHCS, the State of Oregon and their officers, employees, agents and assigns from any claims, causes of action or other demands related in any way to this Agreement or to Grant funds provided or to be provided hereunder as well as to reimburse OHCS for an amount equal to the Grant funds received by it under this Agreement that OHCS must repay to a source of such funds.

32. Oregon False Claims Act

a. Grantee acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by Grantee pertaining to this Agreement that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Grantee certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other liabilities that may be applicable, Grantee further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Grantee.

b. Without limiting the generality of the foregoing, Grantee represents and warrants that:

1) Grantee's representations, certifications, and other undertakings in this Agreement are not False Claims Act Violations; and

2) None of Grantee's performance under this Agreement, including but not limited to any invoices, reports, or other deliverables in connection with its performance of this Agreement, will constitute False Claims Act Violations.

c. For purposes of this Section 34.b. a "False Claims Act Violation" means a false claim as defined by ORS 180.750(2) or anything prohibited by ORS 180.755.

d. Grantee shall immediately report in writing, to OHCS, any credible evidence that a principal, employee, agent, subcontractor, subgrantee, or other person has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Agreement or any moneys paid under this Agreement.

e. Grantee understands and agrees that any remedy that may be available under the Oregon False Claims Act shall be in addition to any other remedy available to the State of Oregon or OHCS under any other provision of law, or this Agreement.

33. Attorney Fees

In the event a lawsuit of any kind is instituted on behalf of OHCS or the Grantee with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional sums as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable attorney fees shall not exceed the rate charged to the OHCS by its counsel.

34. Time is of the essence

Time is of the essence in the performance of all obligations under this Agreement.

35. No Limitations on Actions of OHCS in Exercise of Its Governmental Powers

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of OHCS in the exercise of its governmental powers. The exercise of its governmental powers by OHCS shall not constitute a breach of this Agreement.

36. Amendments

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

37. Merger Clause

This Agreement and attached or incorporated exhibits and documents 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 all parties unless in writing and signed by both parties and all necessary State 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 OHCS to enforce any provision of this Agreement shall not constitute a waiver by OHCS of that or any other provision.

38. CERTIFICATIONS AND SIGNATURE OF GRANTEE'S AUTHORIZED REPRESENTATIVE

THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF GRANTEE.

The undersigned certifies under penalty of perjury both individually and on behalf of Grantee that:

A. The undersigned is a duly authorized representative of Grantee, has been authorized by Grantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Grantee;

B. By signature on this Agreement for Grantee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Grantee and that Grantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

C. To the best of the undersigned's knowledge, Grantee has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. Grantee and Grantee's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>; and

E. Grantee is bound by and will comply with all requirements, terms and conditions contained in this Agreement.

F. Grantee further certifies to having a formal statement of nondiscrimination in employment policy.

[Signature Pages Follow]

GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Grantee (print name): _____

Authorized Signature: _____

By (print name): _____

Date: _____

Title: _____

Contact Telephone Number: (____) _____

Contact Fax Number: (____) _____

Contact E-Mail Address: _____

Grantee Address: _____

Contact Person (Type or Print): _____

Contact Telephone Number: (____) _____

Contact Fax Number: (____) _____

Contact E-Mail Address: _____

Hours of Operation: _____

DUNS #:

Secretary of State Business Registry #: _____

Fiscal Contact Name: _____

Title of Fiscal Contact: _____

Phone #: _____

39. SIGNATURE OF STATE'S AUTHORIZED REPRESENTATIVE

State of Oregon acting by and through
Oregon Housing and Community Services Department
725 Summer Street NE Suite B, Salem, OR 97301

Authorized Signature: _____
Margaret Solle Salazar, Director or designee Date

OHCS Contact Person: Joy Aldrich
Contact Telephone Number: 503-986-0973
E-Mail Address: Joy.Aldrich@oregon.gov

DEPARTMENT OF JUSTICE

Not required per OAR 137-045-0050

Assistant Attorney General Date

November 29, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Intergovernmental Agreement with Multnomah County for
Billing Support Services for Authorizations and Claims

Purpose/Outcomes	Multnomah County to provide billing support services for authorizations and claims functions.
Dollar Amount and Fiscal Impact	Agreement maximum value is \$262,430.
Funding Source	No County General Funds involved. State of Oregon Community Mental Health Program (CMHP) and Oregon Health Plan (OHP) funds.
Duration	Effective upon signature and terminates June 30, 2020
Previous Board Action	N/A
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director, Behavioral Health Division 503-742-5305
Contract No.	#8983

BACKGROUND:

The Clackamas County Behavioral Health Division of the Housing & Human Services Department requests the approval of the Intergovernmental Agreement with Multnomah County for the purpose of providing billing support services for authorizations and claims functions.

This Intergovernmental Agreement, with a maximum value of \$262,430, is effective upon signature and terminates June 30, 2020. County Counsel reviewed and approved this Agreement September 25, 2018.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services Department

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CLACKAMAS COUNTY, OREGON
HEALTH, HOUSING AND HUMAN SERVICES, BEHAVIORAL HEALTH DIVISION

AND

MULTNOMAH COUNTY, OREGON
MENTAL HEALTH AND ADDICTION SERVICES DIVISION

Agreement # 8983

I. PURPOSE

This Agreement is entered into between Clackamas County Department of Health, Housing and Human Services, Behavioral Health Division (CLACKAMAS) and MULTNOMAH COUNTY (MULTNOMAH) for the cooperation of units of local government under the authority of ORS 190.010.

This Agreement provides the basis for providing billing support services for authorization and claims functions for CLACKAMAS.

II. TERM OF AGREEMENT

This agreement becomes effective **upon signature** and is scheduled to terminate **June 30, 2020**.

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

III. SCOPE OF WORK AND COOPERATION

MULTNOMAH agrees to provide a position to carry out billing support functions for Clackamas County Behavioral Health's (CCBH) Medicaid and General Fund health plans. MULTNOMAH will provide all work space and equipment for this position which will be located in Multnomah County. MULTNOMAH agrees to provide billing support functions for CLACKAMAS CCBH's Medicaid and General Fund health plans, which includes the following services:

1) Triage Support

- a) Monitor, categorize, assign, and resolve provider support requests through billingsupport@multco.us
- b) Work with PH Tech and CIM regarding troubleshooting issues
- c) Request billing information as needed from providers to assist with ticket resolution
- d) Liaison with CLACKAMAS finance staff as needed regarding client invoices and payment issues

2) Provider Relations and Training

- a) Liaison with providers regarding policy and procedure related items; send updates/notifications of policy changes not otherwise distributed by Health Share Pathways
- b) Liaison with PH Tech regarding provider billing issues
- c) Provide billing-related technical assistance to providers
- d) Manage provider billing contact information and distribution lists
- e) Manage and facilitate the Regional Billing and Admin meetings

- f) Develop and maintain billing training materials for region including Clackamas County General Fund providers

3) Ticket Management

- a) Coordinate with CLACKAMAS Utilization Management staff regarding services requiring prior authorization
- b) Coordinate with CLACKAMAS Utilization Management staff regarding Clackamas General Fund authorizations and eligibility
- c) Research and resolve provider authorization and claims concerns
- d) Run weekly PH Tech CIM denied/pend report and resolve pending/denied authorizations

4) System Management

- a) Manage Fee Schedule/Rates, Authorization Rules, and Business Rules
- b) Liaison with PH Tech regarding Authorization Rules, Business Rules, and Fee Schedule Updates
- c) Represent CLACKAMAS on regional workgroups related to billing and administration including: TPA Operations Committee, Regional Billing & Admin Steering Committee, Regional Billing & Admin Provider Meeting, and ad-hoc meetings/workgroups as needed
- d) Participation in the development of regional Billing Policies/Procedures
- e) Oversee and manage billing-related projects, as needed

IV. COMPENSATION

- 1) CLACKAMAS shall compensate MULTNOMAH for satisfactorily completing activities described in Section II above.
- 2) The total payment to MULTNOMAH shall not exceed \$131,215 per year.
 - a) Staff payments for the following time periods are as follows:
 - (1) October 1st, 2018 - June 30th, 2019: Annual payment will be between: **\$80,910** and **\$96,292** depending on the step that a staff is hired into (note: the full range is between **\$107,880** – **\$128,390** but has been pro-rated based on a period of 9 months in FY19).
 - (2) July 1st, 2019 - June 30th, 2020: Annual payment will be between: **\$110,253 - 131,215** depending on the salary including the annual salary increase and cost of living increase.
 - (3) MULTNOMAH will initiate an amendment to this IGA to finalize the funding each year.
 - b) One-time startup expenses to be paid within 60 days of the start date of the Agreement:
 - (1) Laptop: **\$1,160**
 - (2) Monitors (2): **\$358**
 - (3) Docking Station: **\$120**
 - c) Annual expenses to be paid as a lump sum fee during the first quarter of each year of service.
 - (1) Ticketing system: **\$1,600.00** (applicable once MULTNOMAH acquires a ticketing system (currently in process).
 - d) CLACKAMAS shall pay MULTNOMAH the one-time startup costs and annual expenses in addition to approximately equal monthly allotments to cover staff costs.
 - (1) Invoice shall be submitted via email to BHAP@clackmas.us
 - (2) CLACKAMAS will remit payment to: Business Operation 209 SW 4th Ave. Suite 210, Portland, OR 97204 and will include the IGA reference number on each check.

- 3) MULTNOMAH shall submit to CLACKAMAS a monthly invoice for services rendered. Payment must be received by MULTNOMAH on or before the 30th day after the invoice is received by CLACKAMAS. If payment is not received by the designated due date, a late fee will be assessed along with interest at the highest applicable legal rate, but not exceeding 18% per annum and all actual costs of collection shall be added to the amount due.

Invoices shall be submitted to:

BHAP@clackamas.us

or

**Clackamas County Behavioral Health Division
Attn: Accounts Payable
2051 Kaen Road, #154
Oregon City, Oregon
97045**

V. LIAISON RESPONSIBILITY

Jacob Mestman, Manager, Decision Support Unit will act as liaison from MULTNOMAH for this project.

Corrie Kraai, Senior Management Analyst will act as liaison from CLACKAMAS for this project.

VI. SPECIAL REQUIREMENTS

- 1) CLACKAMAS and MULTNOMAH agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including Oregon Public Contract laws and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement with the State of Oregon.
- 2) Within the limits of the Oregon Tort Claims Act, MULTNOMAH agrees to protect and save CLACKAMAS, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against CLACKAMAS' employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of MULTNOMAH, and/or its agents, employees, subcontractors, or representatives under this Agreement.

Within the limits of the Oregon Tort Claims Act, CLACKAMAS agrees to protect and save MULTNOMAH, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against MULTNOMAH's employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CLACKAMAS, and/or its appointed officials, agents, employees, subcontractors, or representatives under this agreement.

- 3) CLACKAMAS shall have control of the defense and settlement of any claim that is subject to this section. However, neither CLACKAMAS nor any attorney engaged by CLACKAMAS shall defend the claim in the name of MULTNOMAH or any department of MULTNOMAH, nor purport to act as legal

representative of MULTNOMAH or any of its departments, without first receiving from the Multnomah County Attorney's Office authority to act as legal counsel for MULTNOMAH, nor shall CLACKAMAS settle any claim on behalf of MULTNOMAH without the approval of the Multnomah County Attorney's Office. MULTNOMAH may, at its election and expense, assume its own defense and settlement.

- 4) Access to Records. Each party to this agreement, as well as the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the other party to this Agreement which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- 5) This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VII. AMENDMENT

This Agreement may be amended at any time with the concurrence of both parties. Any changes in the proposed budget or scope of work will be negotiated between the designated liaisons, or by his or her official designee. Amendments become a part of this Agreement only after the written Amendment has been signed by both parties.

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

- Exhibit A – CMHP Required Provider Provisions
- Exhibit B – CMHP Required Federal Terms & Conditions
- Exhibit C – OHP Required Federal Terms & Conditions
- Exhibit D – Business Associate Agreement (BAA)
- Exhibit E – Performance Standards

[Signature Page Follows]

SIGNATURE PAGE

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

**COUNTY OF CLACKAMAS
BOARD OF COMMISSIONERS**

COUNTY OF MULTNOMAH

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

 Signature Date

 Printed Name and Title

Signing on behalf of the Board:

 Richard Swift, Director Date
 Health, Housing and Human Services

Approved as to form:

 Kathleen Rastetter via email Sept. 25, 2018
 County Counsel Date



DAN JOHNSON
DIRECTOR

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

November 29, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Consent to the Annexation of a Portion of SE Darrow Road to the City of Estacada

Purpose/Outcomes	Provide consent to the annexation of a portion of SE Darrow Road into the City of Estacada.
Dollar Amount and Fiscal Impact	None. The County will transfer jurisdiction and maintenance responsibilities after annexation.
Funding Source	N/A
Duration	Indefinite
Previous Board Action	None
Strategic Plan Alignment	Build public trust through good government.
Contact Person	Rick Maxwell– 503-742-4671

The City of Estacada is requesting that Clackamas County consent to the annexation of a stretch of SE Darrow Road, approximately 540 feet in length. Annexation of this portion of SE Darrow Road would allow the City to ultimately assume jurisdiction over the section of right of way, which the City plans to improve as proposed development is completed in the near future. If annexed, the City will be requesting a jurisdictional transfer of this section of County Road at a later date.

ORS 222.125 permits a city to annex property without an election or a hearing where all of the owners of land in the territory to be annexed and not less than 50 percent of the electors, if any, residing in the territory to be annexed consent in writing to the annexation and file a statement of their consent with the city. Because this annexation only involves a portion of Darrow Road, and because recent case law has clarified that the County is the “owner” of right of way for purposes of providing the required consent under ORS 222.125, the City must receive the County’s consent before processing the annexation using the procedures set forth in ORS 222.125. The City of Estacada represents that any other consents required under state law have been obtained.

A copy of the annexation petition, along with a map and legal description identifying the right of way proposed to be annexed is attached to this report.

RECOMMENDATION:

Staff respectfully requests that the Board indicate its consent to a portion of SE Darrow Road to the City of Estacada by signing the attached annexation petition.

Respectfully Submitted,

Rick Maxwell
Engineering Technician

Attachments: Annexation Application, Annexation Petition, Maps



ANNEXATION APPLICATION

STATEMENT AND PURPOSE:

The process of annexation of land to the City allows for orderly expansion of the City and for the adequate provision of public facilities and services. City Charter requires that, unless mandated by state law, annexation may only be approved by a majority of those voting.

CONDITIONS FOR ANNEXATION:

- 1. The subject site must be located within the Estacada Urban Growth Boundary.
2. The subject site must be contiguous to the existing City limits.

OWNER

APPLICANT *

Name _____

Name City of Estacada

Address _____

Address 475 SE Main St

City _____ State _____ Zip _____

City Estacada State OR Zip 97023

SIGNATURE Denise Carey

Phone: (503)630-8270

DESCRIPTION OF PROPERTY:

Tax Map 34E28B Tax Lot(s) North of 34E28B-02100, -01800, and -01801 (see attached) Lot Size Approximately 21,600 sq ft (Acres/Sq.Ft.)

Existing Use County roadway inside City's UGB

Proposed Use City local public street to serve new housing

Existing Structures None

ZONING R-1 & R-2 COMPREHENSIVE PLAN DESIGNATION Low & Medium Density Residential

PREVIOUS ACTION (If Any) _____

PROPERTY OWNERSHIP LIST

Attach a list of the names and addresses of the owners of property located within 200 feet of the subject property (if the address of the property owner is different from the situs, a listing for the situs must also be included and addressed to "Occupant"). Lists of property owners may be obtained from any title insurance company or from the County Assessor. If the property ownership list is incomplete, this may be cause for postponing the hearing.

*If the applicant is not the property owner, he must attach documentary evidence of his authority to act as agent in making application.

**PETITION FOR
ANNEXATION TO THE CITY OF ESTACADA**

Must be signed by the owners of over one-half of the area to be annexed.

TO: City of Estacada

We, the undersigned, constitute at least the owners of one-half the land area of the property described in the attached application and legal description.

We desire to be annexed to the City of Estacada.

A map is attached showing the affected territory and its relationship to the present City boundaries.

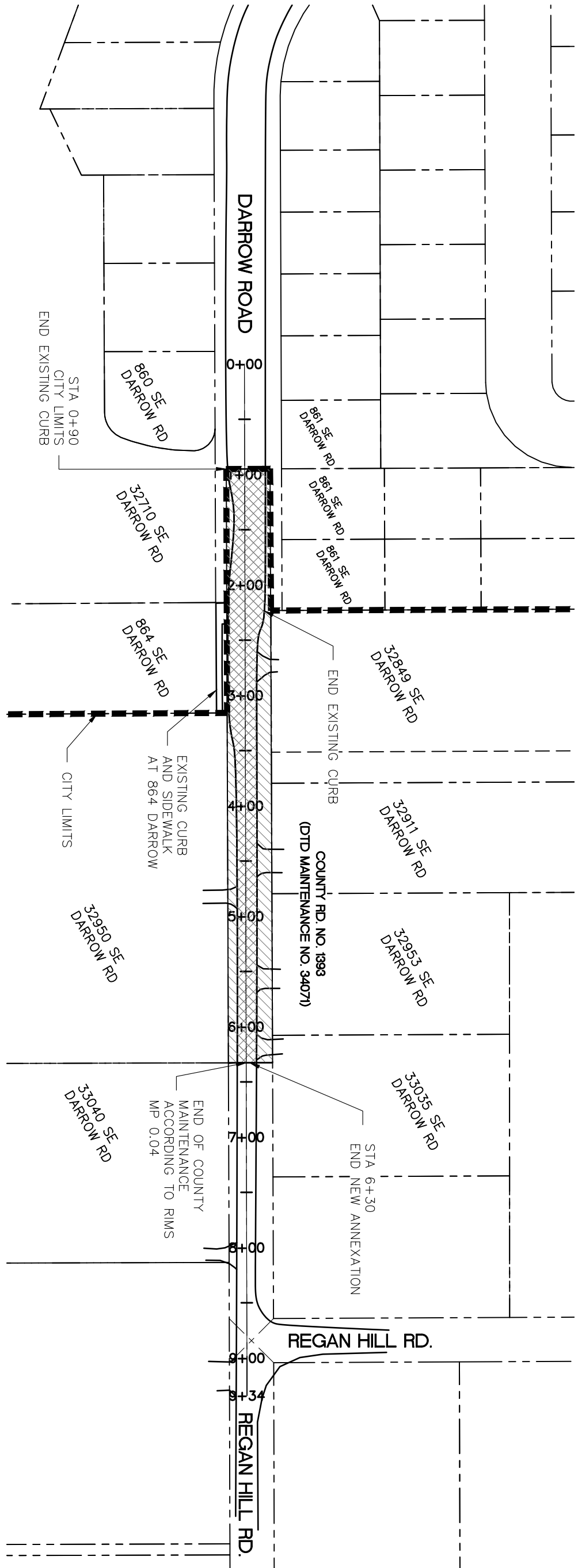
PETITION SIGNERS

MAP & TAX LOT NUMBERS

**SIGNATURE OF
LEGAL OWNERS**

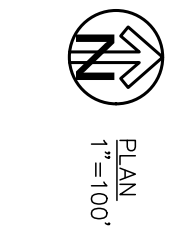
MAILING ADDRESS

Approximately 21,600 sq ft of County roadway north
of and adjacent to 34E28B-02100, -01800, and
-01801 (see attached reference maps)



APPROXIMATELY 12,400 SQUARE FEET OF EXISTING PAVEMENT IN THE PROPOSED TRANSFER AREA (ROUGHLY 160 TONS OF ASPHALT FOR A 2" OVERLAY)

AREA TO BE ANNEXED INTO CITY PRIOR TO NEW CITY RESOLUTION REQUESTING TRANSFER OF DARROW ROAD




REVISIONS	
NO.	DATE:

DESIGNED BY:
STAFF

DRAFTED BY:
RM

CHECKED BY:
STAFF

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



DAN JOHNSON DIRECTOR

PLAN
DARROW ROAD
WORKING MAP

DATE: 10/30/2018 PROJECT NO.:

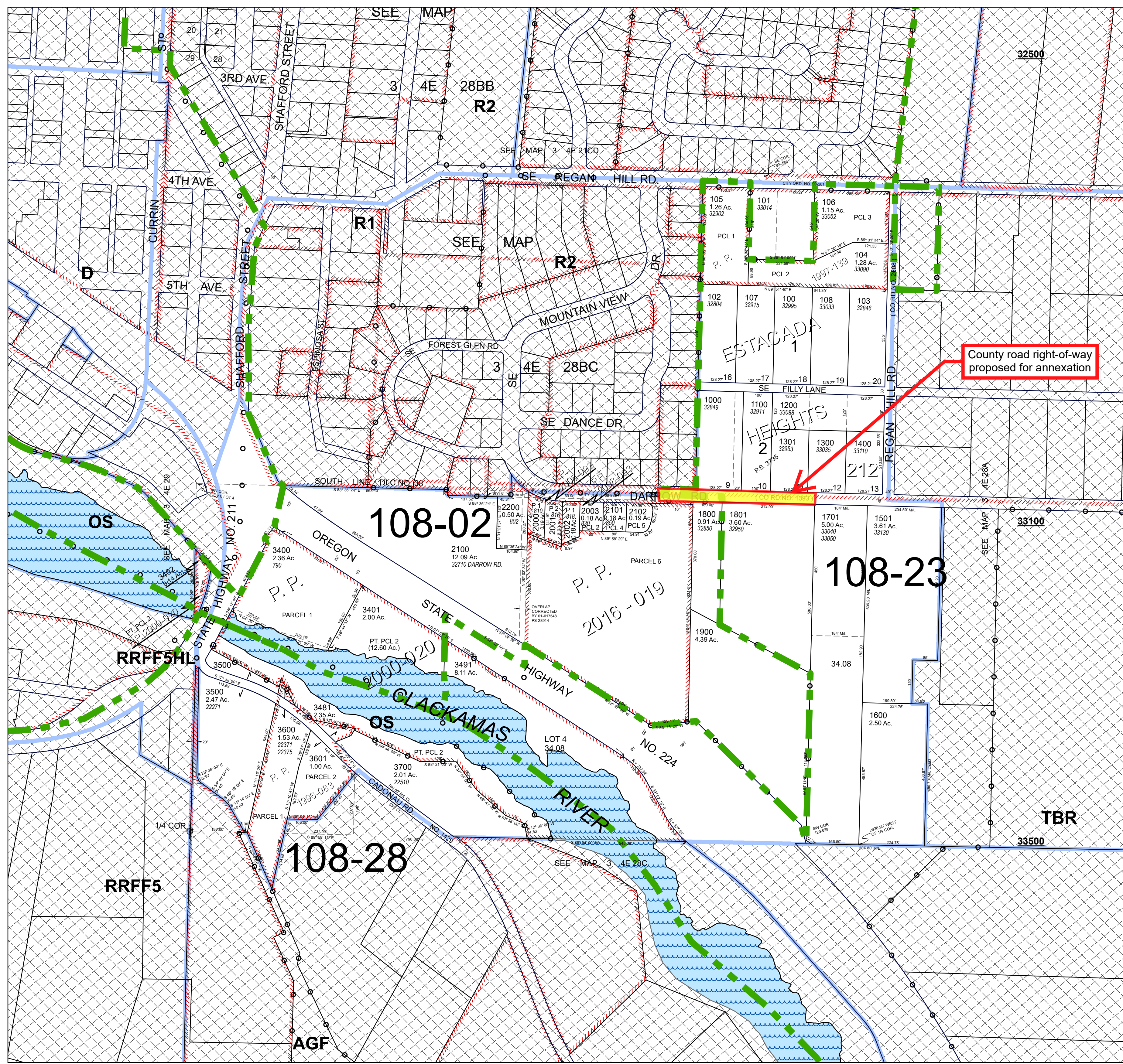
Sheet No. 1

N.W. 1/4 SEC. 28 T. 3S. R. 4E. W.M.
CLACKAMAS COUNTY
1" = 200'

D.L.C.
FRANKLIN PIERCE NO. 38

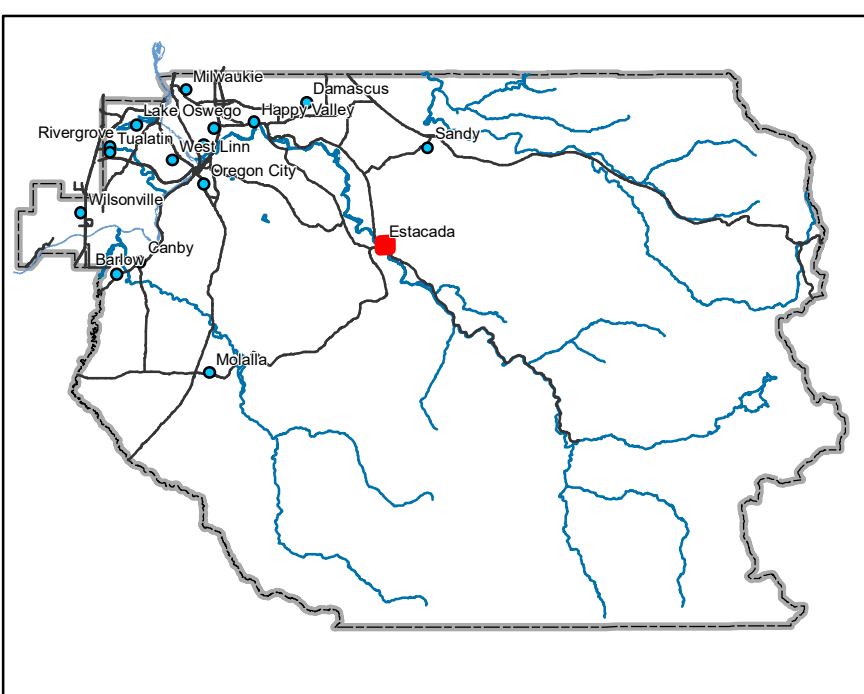
Cancelled Taxlots

- 1001
- 200
- 300
- 390
- 400
- 490
- 500
- 501
- 502
- 503
- 504
- 505
- 506
- 507
- 570
- 580
- 590
- 591
- 600
- 700
- 800
- 900
- 1500
- 1700
- 2300
- 2301
- 2400
- 2401
- 2402
- 2403
- 2500
- 2600
- 2601
- 2700
- 2800
- 2900
- 3000
- 3100
- 3101
- 3102
- 3200
- 3300
- 3403
- 3404
- 3494



County road right-of-way proposed for annexation

- Parcel Boundary
- Private Road ROW
- Historical Boundary
- Railroad Centerline
- TaxCodeLines
- Map Index
- WaterLines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- DLC Line
- Meander Line
- PLSS Section Line
- Historic Corridor 40'
- Historic Corridor 20'



THIS MAP IS FOR ASSESSMENT PURPOSES ONLY





DAN JOHNSON
DIRECTOR

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

November 29, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of Amendment No. 2 to the Local Agency Agreement No. 29634 with
Oregon Department of Transportation (ODOT) for the
Sunnyside Road Adaptive Signal System Project**

Purpose/Outcomes	Amendment No. 2 to Local Agency Agreement with ODOT for the Sunnyside Road Adaptive Signal Project.
Dollar Amount and Fiscal Impact	Total Project Cost Estimate: \$1,392,098 Federal-Aid STP funds: \$1,249,130 Road Fund Match (10.27%): \$142,968
Funding Source	Federal-Aid Surface Transportation Program (STP) County Road Funds
Duration	Completion of the Project or ten (10) years following the date of final execution
Previous Board Action	8/10/2017 – BCC approval of Amendment No. 2 (Rev 1) 7/10/2014 – BCC approval of Amendment No. 1 12/12/2013 – BCC Approval of Local Agency Agreement No. 29634
Strategic Plan Alignment	<ul style="list-style-type: none"> • Grow a vibrant economy • Ensure safe, healthy and secure communities
Contact Person	Bikram Raghubansh, Project Manager 503-742-4706

Back in August 10, 2017, BCC signed a second amendment to transfer an additional \$364,191 of STP funds to this project to help expand the upgrade of additional vehicle detection system along the project limits. Since then, Oregon Department of Transportation (ODOT) held off in finalizing the second amendment until new language regarding American with Disabilities Act were added to this second amendment. This revised second amendment re-programs remaining PE funds from SE 172nd Ave: Foster Rd to Sunnyside Rd project and also adds additional language regarding American with Disabilities Act.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached revised Amendment No. 2 to the original Local Agency Agreement for the Sunnyside Road Adaptive Signal System Project.

Respectfully submitted,

Bikram Raghubansh
Project Manager

AMENDMENT NUMBER 02
Surface Transportation Program-Urban Local Agency Agreement
Sunnyside Road Adaptive Signal System
Clackamas County

This is Amendment No. 02 to the Agreement between the **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **CLACKAMAS COUNTY**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on January 16, 2014 and Amendment Number 1 on August 11, 2014.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase STP federal funds for the Construction phase and, update language.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

Revised Attachment No. 1, to Agreement No. 26934, Special Provisions, Paragraph 4, Page 4, which reads as follows:

4. Agency shall have a current Indirect Cost Allocation Plan and an approved indirect rate from its federal cognizant agency prior to invoicing indirect costs. A copy of the current approved rate from the federal cognizant agency or State must be attached to invoices with indirect costs. If Agency does not have a current approved rate, it can apply directly to its federal cognizant agency for an Indirect Cost Rate. If the Agency has no federal cognizant agency, it can submit an indirect Cost Rate proposal to State for review and approval for State invoices. Without an approved Indirect Cost Rate State will only pay Agency for Direct Costs.

Shall be deleted in its entirety and replaced with the following:

4. Information required by 2 Code of Federal Regulation (CFR) 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Agency with the Notice to Proceed.

Indirect Cost Rate.

- a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is 35.88 percent (35.88%). This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.

- b. If the approved rate(s) change(s) during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rate(s) for the project on file with ODOT at the time the work is performed. If Agency does not have approved indirect cost rate(s) on file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.

Terms of Agreement, Paragraph 2, Page 1, which reads:

2. The Project will be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. The total Project cost is estimated at \$986,224, which is subject to change. STP urban funds for this Project will be limited to \$884,939. The Project will be financed with STP funds at the maximum allowable federal participating amount, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.

Shall be deleted in its entirety and replaced with the following:

2. The Project will be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. The total Project cost is estimated at \$ 1,392,098, which is subject to change. STP urban funds for this Project will be limited to \$1,249,129. The Project will be financed with STP funds at the maximum allowable federal participating amount, with Agency providing the 10.27 percent (10.27%) match for all eligible costs and any non-participating costs, including all costs in excess of the available federal funds.

Terms of Agreement, Paragraph 6, Page 2, which reads:

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

Shall be deleted in its entirety and replaced with the following:

6. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save

and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.

Insert new Terms of Agreement, Paragraph 18, 19, 20, and 21, to read as follows:

18. Americans with Disabilities Act Compliance:

- a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstructForms1.aspx>; and

- b. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall

- include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.
- c. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - d. Maintenance obligations in this section shall survive termination of this Agreement.
19. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
20. Agency shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in

46 CFR 381.7(a) and (b) which are incorporated by reference. State and Agency shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.

21. By signing this Federal-Aid Agreement Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, Agency received more than eighty (80%) of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Agency shall report the total compensation and names of its top five executives to State. Agency shall report said information to State within fourteen (14) calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "B".

Insert new Exhibit B, Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #18305) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

CLACKAMAS COUNTY, by and through its elected officials

By _____
Chair
Date _____

By _____
Recording Secretary
Date _____

LEGAL REVIEW APPROVAL
(If required in Agency's process)

By _____
Agency Counsel
Date _____

Agency Contact:
Bikram Raghubansh, Senior Traffic Engineer
150 Beaver Creek Road
Oregon City, OR 97045
503-731-4706
BikramRag@co.clackamas.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator
Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer
Date _____

By _____
State Traffic Roadway Engineer
Date _____

By _____
Region 1 Manager
Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General
Date: _____

State Contact:
Mahasti Hastings, Local Agency Liaison
123 NW Flanders Street
Portland, OR 97209
503-731-8595
Mahasti.v.hastings@odot.state.or.us

Exhibit B
Federal Funding Accountability and Transparency Act (FFATA)
Subaward Reporting

(For purposes of this Exhibit, references to "your organization" shall mean "Agency" and references to "ODOT" shall mean "State.") The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

Legal entity name:

Data Universal Number System (DUNS) number:

Executive compensation

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

- a. In your organization's previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)

Yes No If "yes," proceed to b. If "no," no further action is required and submittal of this form is not required.

- b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes No If "yes," provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.

Provide link here:

If "no," provide compensation information below.

Names and annual compensation amounts of the five most highly compensated executives:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Business entity contact information (person completing form):

Type name	Title	Date
-----------	-------	------

Return completed form to: Jeff Flowers, Program and Funding Services Manager; Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301; Jeffrey.A.FLOWERS@odot.state.or.us

Background on FFATA requirements

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

Definition of compensation

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

If you have any questions, contact:

Jeff Flowers
Program and Funding Services Manager
Oregon Department of Transportation
555 13th Street NE
Salem, OR 97301
Jeffrey.A.FLOWERS@odot.state.or.us
Telephone: 503-986-4453



TAMI LITTLE
COUNTY ASSESSOR

DEPARTMENT OF ASSESSMENT AND TAXATION

November 29, 2018

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order Approving the Cancellation of Delinquent
Manufactured Structure Personal Property Tax Accounts**

Purpose/Outcome	The attached Board Order authorizes the Tax Collector to write off delinquent manufactured structure personal property tax accounts deemed uncollectible.
Dollar Amount and Fiscal Impact	The total uncollectible taxes for delinquent accounts equals \$22,541.40.
Funding Source	The adjustment is to the unsegregated tax account shared by all taxing districts providing services in Clackamas County.
Duration	Delinquent taxes range from 1993-1994 through 2015-2016.
Previous Board Action	No previous Board Action on these accounts
Strategic Plan Alignment	Build public trust through good government
Contact Person	Tami Little, Clackamas County Assessor and Tax Collector

BACKGROUND:

This request is made in accordance with provisions of ORS 311.790 that provides when the Tax Collector deems that taxes on personal property delinquent for any reason are wholly uncollectible, the Tax Collector may request the taxes be cancelled. None of these manufactured structures are currently within the County; the majority has either been moved illegally or has been destroyed. All efforts to trace the legal owners have proven unsuccessful and there are no assets to attach. The amount deemed uncollectible remains relatively low due to persistent efforts to collect manufactured structure personal property taxes and existing statutory provisions canceling taxes on manufactured structures with a real market value less than \$17,000. The cancellation of these taxes allows the Tax Collector to more accurately report the balances that represent the unsegregated tax roll.

County Counsel, Kathleen Rastetter, has reviewed and approved this request as to form.

RECOMMENDATION:

Staff recommends the Board approve this request and authorizes Tami Little, County Assessor and Tax Collector, to cancel these taxes.

Respectfully submitted,

Tami Little, County Assessor

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

In the Matter of the Cancellation of
Delinquent Manufactured Structure
Property Tax Accounts



Order No. _____

This matter coming before the Board of County Commissioners, and it appearing that the Manufactured Structure Property Tax Accounts for the years as shown on the list attached and made a part of this Order, are delinquent and unpaid, and

Whereas, it further appearing to the Board that pursuant to ORS 311.790 a request for the cancellation of said taxes on the grounds that they are wholly uncollectible has been made by the Tax Collector and County Counsel of Clackamas County, and the Board being fully advised;

NOW THEREFORE, the Clackamas County Board of Commissioners do hereby order that the Manufactured Structure Personal Property tax accounts for years as shown on the attached list be one and same herby are canceled and the Tax Collector be authorized and directed to make the proper showing on the records.

DATED this 29th day of November, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

**2018 CANCELLATION OF DELINQUENT
MANUFACTURED STRUCTURE PERSONAL PROPERTY TAX ACCOUNTS**

2015-16

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01179049	Lafromboise Lawrence Lee	D,E	6.00
01184818	Conner Robert Earl II	D,E	6.00
01142356	Sherman Eugene Russell & Wilma Louise	D,E	6.00
	Total 2015-16		<u>18.00</u>

2014-15

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01232446	Gomez-Lopez Inez	D,E	444.54
01158026	Smith Clifford D	D,E	6.00
04000644	Thurneer Doris May	D,E	6.00
01165214	Heliodono Cruz A & Arzate Anita	D,E	6.00
01179049	Lafromboise Lawrence Lee		6.00
04000299	Fleetwood Retail Corp of Oregon	B,E	451.67
	Total 2014-15		<u>920.21</u>

2013-14

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01140982	Balasz Gail Diane	D,E	6.00
01157189	Toneys Berry Farm Inc	D,E	6.00
01158026	Smith Clifford D	D,E	6.00
01170039	Wickersham Anna R	D,E	6.00
01175025	Johnston Cody J	D,E	6.00
01181287	Steele James W & Keitra	D,E	6.00
01182749	Kinoshita Farms Inc	D,E	6.00
01183846	Markell Byron E & Linda M	D,E	6.00
01201602	Schmer Wayne Jr.	D,E	6.00
01232446	Gomez-Lopez Inez	D,E	434.05
01419913	Hull Joe Alfred	D,E	6.00
01506427	Kinoshita Farms Inc	D,E	6.00
01799058	Peterson Evelyn Alvina	D,E	6.00
04000644	Thurneer Doris May	D,E	6.00
01165214	Heliodono Cruz A & Arzate Anita	D,E	6.00
01179049	Lafromboise Lawrence Lee	D,E	6.00
04000299	Fleetwood Retail Corp of Oregon	B,E	437.66
	Total 2013-14		<u>961.71</u>

2012-13

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01140982	Balasz Gail Diane	D,E	6.00
01157189	Toneys Berry Farm Inc	D,E	6.00
01170039	Wickersham Anna R	D,E	6.00
01175025	Johnston Cody J	D,E	6.00
01181287	Steele James W & Keitra	D,E	6.00

**2018 CANCELLATION OF DELINQUENT
MANUFACTURED STRUCTURE PERSONAL PROPERTY TAX ACCOUNTS**

2009-10

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01157189	Toneys Berry Farm Inc	D,E	60.31
01170039	Wickersham Anna R	D,E	81.80
01182749	Kinoshita Farms Inc	D,E	94.92
01183846	Markell Byron E & Linda M	D,E	235.27
01201602	Schmer Wayne Jr.	D,E	355.88
01232446	Gomez-Lopez Inez	D,E	468.19
01419913	Hull Joe Alfred	D,E	311.39
01506427	Kinoshita Farms Inc	D,E	62.71
04000644	Thurneer Doris May	D,E	296.51
01165214	Heliodoro Cruz A & Arzate Anita	D,E	81.15
04000299	Fleetwood Retail Corp of Oregon	B,E	473.98
Total 2009-10			2,522.11

2008-09

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01157189	Toneys Berry Farm Inc	D,E	52.41
01170039	Wickersham Anna R	D,E	74.26
01182749	Kinoshita Farms Inc	D,E	82.78
01183846	Markell Byron E & Linda M	D,E	238.38
01201602	Schmer Wayne Jr.	D,E	129.70
01232446	Gomez-Lopez Inez	D,E	470.67
01419913	Hull Joe Alfred	D,E	313.97
01506427	Kinoshita Farms Inc	D,E	54.40
04000644	Thurneer Doris May	D,E	293.81
01165214	Heliodoro Cruz A & Arzate Anita	D,E	81.93
04000299	Fleetwood Retail Corp of Oregon	B,D	566.31
Total 2008-09			2,358.62

2007-08

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01157189	Toneys Berry Farm Inc	D,E	102.26
01170039	Wickersham Anna R	D,E	123.86
01182749	Kinoshita Farms Inc	D,E	132.77
01183846	Markell Byron E & Linda M	D,E	196.06
01208044	Clavell James Dixon & Linda K	D,E	105.31
01232446	Gomez-Lopez Inez	D,E	429.21
01419913	Hull Joe Alfred	D,E	264.49
01506427	Kinoshita Farms Inc	D,E	102.58
04000644	Thurneer Doris May	D,E	242.26
01165214	Heliodoro Cruz A & Arzate Anita	D,E	129.24
04000299	Fleetwood Retail Corp of Oregon	B,E	525.28
Total 2007-08			2,353.32

**2018 CANCELLATION OF DELINQUENT
MANUFACTURED STRUCTURE PERSONAL PROPERTY TAX ACCOUNTS**

2002-03

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01208044	Clavell James Dixon & Linda K	D,E	111.25
01419913	Hull Joe Alfred	D,E	260.85
04000299	Fleetwood Retail Corp of Oregon	B,E	<u>466.73</u>
Total 2002-03			<u>838.83</u>

2001-02

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01208044	Clavell James Dixon & Linda K	D,E	125.21
01419913	Hull Joe Alfred	D,E	<u>369.68</u>
Total 2001-02			<u>494.89</u>

2000-01

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01208044	Clavell James Dixon & Linda K	D,E	123.89
01419913	Hull Joe Alfred	D,E	<u>285.48</u>
Total 2000-01			<u>409.37</u>

1999-00

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01419913	Hull Joe Alfred	D,E	<u>249.50</u>
Total 1999-00			<u>249.50</u>

1998-99

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01419913	Hull Joe Alfred	D,E	<u>281.52</u>
Total 1998-99			<u>281.52</u>

1997-98

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01419913	Hull Joe Alfred	D,E	<u>271.31</u>
Total 1997-98			<u>271.31</u>

1996-97

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01419913	Hull Joe Alfred	D,E	<u>275.14</u>
Total 1996-97			<u>275.14</u>

1995-96

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01419913	Hull Joe Alfred	D,E	<u>240.18</u>
Total 1995-96			<u>240.18</u>

1994-95

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01419913	Hull Joe Alfred	D,E	<u>281.68</u>
Total 1994-95			<u>281.68</u>

MANUFACTURED STRUCTURE PERSONAL PROPERTY ACCOUNTS

REASONS TAXES ARE CONSIDERED UNCOLLECTIBLE

- A. Taxes prepaid, but underestimated. Owners billed at last known address, but collection attempts unsuccessful.
- B. Manufactured Structure illegally moved to unknown location. Inquiries directed to all available sources of information but proved fruitless.
- C. Manufactured Structure illegally moved out of County and ownership transferred one or more times since. Clackamas County can put issue in LOIS to prevent this if we know it left our county.
- D. Manufactured Structure or houseboat destroyed by fire, vandalism, etc. Unit has no value. Taxes accrued after unit was destroyed and Assessor had no notification of destruction.
- E. Titleholder owns no real property that can be liened.
- F. Tax correction after the fact. Manufactured Structure moved out of County prior to enactment of tax correction.
- G. No positive identification. Unit has temporary x-number in ascend and no vehicle identification number, making it impossible to determine legal ownership.
- H. Taxes were originally a lien on the real property; lien was missed and property has changed hands one or more times since.
- I. Manufactured Structure moved out of County without Permit and Release. Taxes were a lien, but not owed. New owners billed at last known address, but collection attempts unsuccessful.



TAMI LITTLE
COUNTY ASSESSOR

DEPARTMENT OF ASSESSMENT AND TAXATION

November 29, 2018

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order Approving the Cancellation of Delinquent
Business Personal Property Tax Accounts**

Purpose/Outcomes	The attached Board Order authorizes the Tax Collector to write off delinquent business personal property tax accounts deemed uncollectible.
Dollar Amount and Fiscal Impact	The total uncollectible taxes for delinquent accounts equals \$128,854.13.
Funding Source	The adjustment is to the unsegregated tax account shared by all taxing districts providing services in Clackamas County.
Duration	Delinquent taxes range from 1995-1996 through 2014-2015.
Previous Board Action	No previous Board action on these accounts
Strategic Plan Alignment	Build public trust through good government
Contact Person	Tami Little, Clackamas County Assessor and Tax Collector

BACKGROUND:

This request is made in accordance with provisions of ORS 311.790 that provides when the Tax Collector deems that taxes on business personal property delinquent for any reason are wholly uncollectible, the Tax Collector may request the taxes be cancelled. These uncollectible accounts are no longer in business with no assets remaining. Many filed bankruptcy which stays collection processes and no assets remain when the bankruptcy is dismissed or discharged. Others are corporations that have been dissolved and there is no corporate officer responsibility for tax payment and there is no real property against which a lien could be placed. The cancellation of these accounts allows the Tax Collector to more accurately report the balances that represent the unsegregated tax account.

County Counsel, Kathleen Rastetter, has reviewed and approved this request as to form.

RECOMMENDATION:

Staff recommends the Board approve this request and authorizes Tami Little, County Assessor and Tax Collector, to cancel these taxes.

Respectfully submitted,

Tami Little, County Assessor

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

In the Matter of the Cancellation of
Delinquent Business Personal
Property Tax Accounts



Order No. _____

This matter coming before the Board of County Commissioners, and it appearing that the Business Personal Property tax accounts for the years as shown on the list attached and made a part of this Order, are delinquent and unpaid, and

Whereas, it further appearing to the Board that pursuant to ORS 311.790 a request for the cancellation of said taxes on the grounds that they are wholly uncollectible has been made by the Tax Collector and County Counsel of Clackamas County, and the Board being fully advised;

NOW THEREFORE, the Clackamas County Board of Commissioners do hereby order that the Business Personal Property tax accounts for years as shown on the attached list be one and same herby are canceled and the Tax Collector be authorized and directed to make the proper showing on the records.

DATED this 29th day of November, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

2018 TAX WRITE OFF
BUSINESS PERSONAL PROPERTY ACCOUNTS

2014-15

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
P2230613	Taco Time JA & TE LLC	4,8	551.53
Total 2014-15			551.53

2013-14

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
P2097419	Bell Heating Inc	4,8	1,769.40
P2230613	Taco Time JA & TE LLC	4,8	423.50
P2253134	RBH Foods dba Taco Time	4,8	40.66
P2249610	Pacific Rim Mfg inc	4,8	10,278.48
Total 2013-14			12,512.04

2012-13

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
P2248785	Fulton Custom Concrete	4, 8	374.23
P2253149	Salzmann Motors Inc	4, 8	379.79
P2045933	Muno Bakery	4, 8	1,019.29
P2253075	Media Systems	4, 2	2,642.96
P2097419	Bell Heating Inc	4,8	1,884.28
P2229772	Mattress World	4,8	1,955.14
Total 2012-13			8,255.69

2011-12

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
P2219284	DiVincis Italiano Ristorante	4,5	1,057.15
P2250983	Crown Hospitality Inc	4, 8	355.91
P2248785	Fulton Custom Concrete	4, 8	424.46
P2251188	Paris Café LLC	4, 8	326.95
P2237477	Oregon Chiropractic Center	1, 4	1,186.07
P2045933	Muno Bakery	4, 8	554.23
P2252835	Sandy River Brewery & Pub House	4, 8	363.05
P2000064	Willamette General Store	4, 8	896.63
P2252672	D & C Coffee LLC	4, 8	1,261.69
P2252352	Ern Restaurants LLS	4, 8	1,242.36
P2250465	Pee Vee Ent., Auto Repair	4, 8	494.13
P2252932	Yo Top It LLC	4, 8	417.90
P2251203	Mattress World Inc	1, 4	94.59
P2246661	Premier Mortgage Group	4, 8	515.29
P2228835	Backus & Sons Concrete Construction	4, 8	389.75
P2097419	Bell Heating Inc	4,8	2,018.46
P2221844	Earl H Conner Painting	1,4	498.36
P2228734	Anchor Blue	4,8	1,324.62
P2229772	Mattress World Inc	4,8	970.35
P2249179	Bayha & Associates Inc	4,8	542.79
P2252910	Crystal Springs Landscaping Inc	4,8	11,937.28
Total 2011-12			26,872.02

2018 TAX WRITE OFF
BUSINESS PERSONAL PROPERTY ACCOUNTS

2009-10 (continued)

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
P2221844	Earl H Conner Painting	1,4	406.05
P2242797	First Portland Corp	1,4	635.61
P2245955	First Portland Corp	1,4	341.26
P2245958	First Portland Corp	1,4	35.71
P2245959	First Portland Corp	1,4	24.67
P2247380	First Portland Corp	1,4	215.39
P2251100	First Portland Corp	1,4	56.38
P2251101	First Portland Corp	1,4	69.22
P2251105	First Portland Corp	1,4	215.36
P2250947	Beaver State Roofing	1,4	407.60
Total 2009-10			31,737.51

2008-09

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
P2234784	North River Marine-Oregon Inc	4, 8	992.36
P2244694	North River Marine-Oregon Inc	4, 8	323.94
P2251173	Archer Land Title LLC	4, 8	356.69
P2251599	Acero Corp- el Amigo Mex Restaurant	4, 8	8.06
P2229096	Lees Service Plus	4, 8	2,463.38
P2248603	Willamette Mortgage Services	4, 8	346.49
P2221844	Earl H Conner Painting	1,4	470.96
Total 2008-09			4,961.88

2007-08

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
P2248603	Willamette Mortgage Services	4, 8	299.46
Total 2007-08			299.46

2006-07

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
P2244835	TRA Management Inc	4, 8	267.45
Total 2006-07			267.45

2005-06

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
P2244835	TRA Management Inc	4, 8	86.30
Total 2005-06			86.30

2002-03

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
U1820042	Winstar Wireless Inc	1, 4	722.96
U1820051	Winstar Wireless Inc	1, 4	398.15
Total 2002-03			1,121.11

**2018 TAX WRITE OFF
BUSINESS PERSONAL PROPERTY ACCOUNTS**

Delinquent Tax Years

2014-15	551.53
2013-14	12,512.04
2012-13	8,255.69
2011-12	26,872.02
2010-11	30,736.13
2009-10	31,737.51
2008-09	4,961.88
2007-08	299.46
2006-07	267.45
2005-06	86.30
2002-03	1,121.11
2001-02	4,172.88
2000-01	36.08
1996-97	2,429.67
1995-96	4,814.38
Total:	128,854.13

BUSINESS PERSONAL PROPERTY TAX ACCOUNTS

REASONS TAXES ARE CONSIDERED UNCOLLECTIBLE

1. Bankruptcy filed which stays aggressive collections. No assets remaining when bankruptcy is dismissed or discharged, or trustee objects to claim.
2. Property in county at filing time, but moved before tax statements were mailed. Property gone and no real property against which lien can be placed.
3. The real property on which lien is placed is foreclosed on by a bank. The bank pays the real property tax, but will not pay personal property tax since it has no interest in the personal property.
4. Multiple tax statements returned marked "No Forwarding Address", etc. Check with Corporation Division, State of Oregon, reveals corporation dissolved, property gone, nothing to seize.
5. Field inspection by sheriff's deputy or tax department in the process of collection shows nothing at location. Company has moved and left no forwarding address, nothing on site to seize.
6. Small business administration seizes and sells before we are notified.
7. IRS or FIC seizures.
8. No longer in business. Cannot locate an individual on which to have warrant served, or county has warrant served and docketed but individual has left area and cannot be located.
9. Business owner does not own any real property to secure a lien, and personal property cannot be found to seize and sell.
10. Corporation is dissolved, either voluntarily or involuntarily, property cannot be located, and there is no corporate officer responsibility for tax payment.



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

DATE: November 29th, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Clackamas County Jail Population Control Plan

Purpose/Outcomes	We are requesting the Board adopt an updated Capacity Management Plan amending the prior plan under Board Order #2005-184 for the Clackamas County Sheriff's Office Jail to be implemented in Accordance with ORS 169.044 in the event of a County Jail Population Emergency.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Until updated
Previous Board Action	This plan is an updated version of a plan approved by the board on June 30th, 2005 (Board Order #2005-184). October 30, 2018 Policy Session.
Strategic Plan Alignment	Ensure safe, healthy and secure communities by establishing inmate population limits and emergency procedures.
Contact Person	Captain Lee Eby, Jail Commander
Contract No.	503-722-6760

BACKGROUND:

Oregon Revised Statute requires the Board of County Commissioners to reject or adopt a maximum facility population recommendation to establish the maximum allowable number of inmates held in the local jail and the specific standards for determining a county jail population emergency and the specific plan for resolving the emergency. A county jail population emergency occurs when the number of inmates in the jail exceeds the capacity limit. When such an emergency exists the plan gives guidance to reduce the number of inmates held in jail to be in compliance with State and Constitutional Standards. This procedure to release those incarcerated in the local jail under a release agreement is commonly referred to as forced release.

The current capacity of the local jail is not sufficient to keep pace with the number of those incarcerated both pretrial and sentenced in Clackamas County. As such, the number of inmates routinely exceed the maximum allowable number of the facility population in the jail.

Since November of 2014 a Forced Release Task Force consisting of Clackamas County Court representatives (judicial staff), District Attorney, Parole and Probation Office, County Administration and Sheriff's Office have met to examine and problem solve the need to reduce

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forced releases in the County Jail through population management strategies. In the course of these meetings, justice system mapping (LEAN process) occurred to better understand the jail population. This examination included review of the maximum number of inmates that may be held in the facility and the population control plan to address a population emergency.

Oregon Revised Statute 169.044 requires the County Board of Commissioners when receiving a recommendation of maximum facility population in accordance with ORS 169.042 to either reject the recommendation and decline to adopt a limit on the number of inmates that may be held in the local correctional facility; or adopt the recommendation issue an order establishing the maximum allowable number of inmates that may be held in the Clackamas County Jail and the specific standards for determining a county jail population emergency and the plan for resolving the emergency.

The review has produced the recommend Clackamas County Jail Population Control Plan for the Board to review. This plan is an updated version of a plan approved by the board on June 30th, 2005 (Board Order #2005-184).

RECOMMENDATION:

The Clackamas County Sheriff's Office recommends the Board of County Commissioners adopt a Capacity Management Plan for the Clackamas County Sheriff's Office Jail to be implemented in accordance with ORS 169.044 in the event of a County Jail Population Emergency. Formal board action will be by adopting the attached board order at a board business meeting.

No anticipated problems are predicted to be encountered if adopted.

If the recommendation is not implemented then the Clackamas County Jail is not in compliance with Oregon Revised Statue and a Capacity Management Plan is not available to be enacted if the number of inmates exceeds housing capacity. This could result in litigation for violation of conditions of confinement in the treatment of inmates housed at the Clackamas County Jail.

Respectfully submitted,



Captain Lee Eby
Jail Commander
Clackamas County Jail

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

In the Matter of Establishing the
Maximum Allowable Numbers of Inmates
That May Be Held at the Clackamas
County Jail and Adopting a Plan for
Resolving Jail Population Emergencies



Board Order No. _____
Page 1 of 1

Whereas, this matter comes before the Board of County Commissioners pursuant to ORS 169.042 to .046 because potential overpopulation at the Clackamas County Jail continues to make it necessary for the Board to establish a maximum number of inmates that may be held at the Clackamas County Jail; and

Whereas, the Clackamas County Sheriff's Office has worked collaboratively with representatives from the Circuit Court, the District Attorney's Office, Community Corrections, County Administration, and County Counsel to establish a recommendation as to the maximum capacity of the Clackamas County Jail as well as a plan for resolving jail population emergencies; and

Whereas, the Board has considered the recommendations made to it and desires to avoid Jail population emergencies and also to ensure a plan is in place to respond to such emergencies when they arise; and

Whereas, this matter came before the Board on Oct., 30, 2018 at a policy session, where the Board agreed to move forward for final approval of this Order at the Nov. 29, 2018 Business Meeting;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. Pursuant to ORS 169.044, the maximum allowable number of inmates that may be held at the Clackamas County Jail at any one time is 465;
2. The maximum number of inmates that may be held in any specific Jail housing classification is adopted and set forth as shown in Appendix B of Exhibit 1 attached hereto;
3. If the number of inmates housed in the Clackamas County Jail exceeds ninety percent (90%) of the maximum capacity at the Jail, or if the number of inmates in any specific housing classification exceeds ninety percent (90%) of the maximum capacity for that classification, then a jail population emergency exists;
4. The Clackamas County Jail Population Control Plan, attached hereto as Exhibit 1, is adopted and will be implemented in accordance with ORS 169.044 in the event of a county jail population emergency;
5. The Sheriff or his designee shall implement the Clackamas County Jail Population Control Plan in the event of a jail population emergency.

DATED this 29th day of November, 2018.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

CLACKAMAS COUNTY JAIL POPULATION CONTROL PLAN

I. This Jail Population Control Action Plan (“Plan”) is adopted by Board of County Commissioners for Clackamas County (the “BCC”) by way of Board Order [insert board order number] and pursuant to ORS 169.044 to resolve county jail population emergencies which may arise in Clackamas County. This Plan shall remain in effect until and unless amended in writing with approval of the BCC.

A jail population emergency exists in Clackamas County when the total jail inmate population exceeds ninety percent (90%) of the jail population capacity limit, which in light of the criteria set forth in ORS 169.042(1) – (4) has been determined by the BCC to be 465. Alternatively a jail population emergency exists in Clackamas County when an inmate jail population exceeds ninety percent (90%) of capacity for a specific classification of housing within the jail population as set in *Appendix B* to this Plan and adopted by the BCC after consideration of the same statutory criteria.

By approval of this Plan the BCC delegates to the Sheriff of Clackamas County or his/her designee the authority to implement and carry out this Plan in the event that a jail population emergency occurs in Clackamas County. In carrying out this Plan, the Sheriff or his/her designee may institute forced releases of inmates from the Clackamas County Jail, consistent with the parameters of this Plan, in order to resolve the jail population emergency.

II. The intent of this Plan is to resolve a jail population emergency consistent with ORS 169.042 to .046, and in the best interests of the citizens of Clackamas County by holding in jail those that have been evaluated and found to represent the greatest threat to the safety of the community and releasing those that pose the least risk, while releasing a sufficient number of jail inmates in order to resolve a population emergency that exists.

This Plan is based on objective, evidence-based criteria reasonably calculated to:

- A. Resolve the jail population emergency by force releasing certain inmates from the jail;
- B. Ensure public and victim safety and later appearance in court consistent with pretrial release criteria (ORS 135.245 (3)); and
- C. Comply with prevailing constitutional and Oregon jail standards relating to conditions of incarceration.

III. DEFINITIONS:

- A. Criminal Charges:** The charge or charges that resulted in the arrest and current booking of an inmate into jail.
- B. Criminal History:** Prior arrests or convictions within 10 years unless otherwise specified within this Plan, performance while on a supervised program, and history of failure to appear.
- C. Forced Release:** Temporary release of an inmate from lawful custody before judgment of conviction due to a county jail population emergency (ORS 169.005(2)).

Clackamas County Jail—Population Control Plan

D. Dangerous Circumstances: A designation placed upon an inmate based upon criminal history or behaviors listed in *Section V* indicating the inmate poses a special risk to community safety or significant short-term conditions exist whereby it is in the community's best interest for the inmate to be last for forced release eligibility despite having an Population Control Plan Risk Assessment Score pursuant to *Attachment A*.

E. Population Control Plan Risk Assessment Score: A numerical score assigned to each inmate based upon their criminal charge, criminal history, housing classification, and other relevant factors as listed in *Sections IV* and *V* below.

F. Forced Release Task Force: A group consisting of employees of the Clackamas County Courts, Community Corrections, the Sheriff's Office, County Counsel's Office, and the District Attorney's Office, convened to study and review the use of forced releases in Clackamas County and make a recommendation to the Clackamas County Board of Commissioners on specific standards for determining a county jail population emergency and a specific plan for resolving the emergency (ORS 169.044).

IV. The Forced Released Task Force has agreed to an emergency population release scoring mechanism which shall be used to create a Population Control Plan Risk Assessment score for every person in custody of the Sheriff who is eligible for forced release pursuant to state statute and this Plan. The scoring mechanism evaluates each eligible inmate using the criteria set forth below, with input from the jail staff based upon their interviews with the inmates, and updates based on the inmate's classification. *Section V* is added factors affecting the population score based on the following criteria:

- A. Risk to self or other persons;
- B. Propensity for violence as documented or illustrated in Criminal History;
- C. Risk Assessment score as specified by the *Population Control Plan Formula* in *Attachment A*;
- D. Prior failures to appear;
- E. Parole, probation, or post-prison violations history; and
- F. Institutional behavior or Classification.

V. Persons whose current charge relates to or who have a criminal history involving any of the following will be identified for dangerous circumstances and will be the last category of inmates eligible for forced release:

- A. A sex crime, or failure to register as a sex offender charge or if defendant is identified as a "level three sex offender" as defined in ORS 163A.100;
- B. Child abuse or crimes relating to children;
- C. Ineligible release criteria (out of state address, extradition, transport order or court recognizance revoke);

- D. Danger to the community (to include Measure 11 cases);
- E. Domestic violence cases;
- F. Violation of Stalking or Restraining Order;
- G. When specifically ordered by a Judge; or
- H. As requested in orally or in writing for compelling reasons to protect the safety of the public by a Parole/Probation Supervisor, Senior Deputy District Attorney, Law Enforcement Supervisor, Jail Supervisor, or County Health Officer and approved by a Jail Administrator.

VI. Inmates who are identified by Public Health as being at a substantial risk to the public if released due to serious, communicable medical condition shall be excluded from forced release.

VII. In the event of multiple charges pending against a single inmate, the most serious charge will determine the inmate's primary charge category for the risk assessment.

VIII. The Sheriff may institute gender specific forced releases on occasions in which gender specific housing is necessary to alleviate the population emergency.

IX. Forced releases under the provisions of this Plan will occur in the following order:

- A. Inmates who have been arraigned, when none of the special considerations listed in *Section V* are present; and then
- B. Inmates who have not been arraigned, when none of the special considerations listed in *Section V* are present.

X. The Sheriff may during a population emergency institute specific forced releases, when none of the special considerations listed in *Section V* are present, based on medical needs when the medical needs of the individual would not be otherwise available while in custody or the cost of such care would be prohibitive for the County.

XI. Clackamas County Sheriffs' Office will ensure compliance with ORS 169.046 regarding notice of a county jail population emergency.

XII. The Sheriff may temporarily or permanently adopt, amend, and rescind CCSO policies and procedures and housing classification designations for inmate bed allocation as necessary to ensure compliance with the intent of this Plan and the adopted jail population capacity total.

XIII. POPULATION MANAGEMENT STRATEGIES

Before declaring a jail population emergency the Sheriff may implement strategies to manage the jail population to avoid forced releases. These strategies may be modified as necessary to meet the immediate need of the jail population emergency.

Clackamas County Jail—Population Control Plan

Strategies to manage population prior to declaring a population emergency may include, but are not limited to:

- A. Housing all appropriate inmates scheduled for transport the following day in intake, removing these inmates from the facility population, and filling behind any beds created by this process.
- B. When feasible, releasing inmates, who are scheduled to be released that day from their sentences, sometime after midnight on that day or rehousing to intake, removing those inmates from the facility population, and filling behind any beds created by this process.
- C. For those inmates eligible, the jail will utilize day reporting within the jail for sentenced individuals to serve their court ordered incarceration in twelve (12) hour blocks. These inmates will be housing in the intake area, removing these inmates from the facility population, and creating open bed space.
- D. When eligible, the jail shall use the Electronic Home Detention program is an alternative custody tool to full incarceration for inmates at the Clackamas County Jail (CCJ) by providing sophisticated electronic monitoring, voice verification, and remote alcohol-testing on inmates who pose a lower risk to the community, yet require supervision. EHD participants may be eligible as pre-trial inmates or sentenced inmates and are considered a low risk to the community based on established criteria from the Sheriff.
- E. When Clackamas County Sheriff's Office has information of law enforcement activities or other circumstances from which it can be reasonably anticipated that a population emergency will occur, the Sheriff shall notify all police agencies in the county to make maximum use of citations in lieu of custody pursuant to ORS 133.055 and 133.076.

APPENDIX “A”—Population Control Plan Formula

POPULATION CONTROL PLAN. The population control release schedule is for overcrowding and shall go into effect only when the jail has achieved ninety (90) percent or greater of its housing capacity or ninety (90) percent of capacity for a specific category of housing classification. When the classification deputy has determined that the jail population has reached or exceeded ninety (90) percent of capacity for the specific category of housing classification, the classification deputy shall generate a population control plan list and select those inmates who are eligible, in numeric sequence, for population control plan release. The classification deputy shall notify the Jail Service Technician of the release and have a Jail Sergeant approve the file. The release list shall be submitted for the electronic archive at the end of the day.

Population Control Plan Formula. The population control plan formula uses a four-digit number system. The first digit is the classification indicator.

- a. 1000 is for male probable cause or warrant arrests with no other holds.
- b. 2000 is for male probation violation holds.
- c. 3000 is for male sentenced inmates.
- d. 4000 is for female probable cause or warrant arrests with no other holds.
- e. 5000 is for female probation violation holds.
- f. 6000 is for female sentenced inmates.
- g. 7000 is for parole holds, fugitives, INS holds, and U.S. Marshal holds.
- h. 8000 is for abuse prevention cases.
- i. 9000 is for Measure 11 case (ORS137.700) out of state addresses, extraditions, and judge recognizance revokes.

Population Control Plan Risk Assessment. After booking an inmate, and the inmate is identified by State Identification Number (SID) classification staff will complete a Risk Assessment on the inmate through the jail management system (The Risk Assessment is in the Jail/Classification module of the custody management system).

The population control plan consists of two components. The first component is a numerical, 4 digit score based on current charges for a classification indicator. The digits indicate the risk score. For example, a four-digit sequence of 1000 shows the classification as PC or warrant.

The second component is comprised of (1) the Public Safety Checklist (PSC) and/or (2) the Virginia Pretrial Risk Assessment Instrument (VPRAI). These verified tools measure and predict the recidivism risk of a person committing a future crime if released. The scale for the PSC is percentage score (1-100%) for three categories: (1) New Felony Conviction; (2) New Person Crime Arrest; and (3) New Property Crime Arrest. Forced Release risk will be based on percentage score for the greatest risk to public safety captured as a new person crime arrest. The scale for the VPRAI is scored based on single category risk factors that produce a similar coded percentage score (10-90%).

Release. All intended releases should be generated sequentially beginning with (1000 and 4000) series inmates. The PSC and/or VPRAI scores will also be considered when calculating the risk of recidivism. When eligible releases from that series have been completed, the next series (2000 and 5000) should be used. Deviation from this procedure and releases from 7000, 8000, and 9000 inmates shall require notification of the population control plan supervisor, or the Jail Commander or his/her designee. As a general rule, staff will release inmates with the least negative public safety scores before those with more negative scores unless authorized by the Jail Commander or his/her designee for the best interest of public safety.

APPENDIX “B”—Jail Operation Capacity

CLASSIFICATION	UNIT	OPERATION CAPACITY	IN-USE TOTAL
Inmate Worker Custody—Male	C	10	10
Inmate Worker Custody—Male	D	10	10
Inmate Worker Custody—Male	Y	20	20
Inmate Worker Custody - Female	H	14	8
	Sub-Total	54	48
Transitional Population	A	8	8
Disciplinary Segregation—Male	M	20	20
Administrative Detention—Male	O	20	20
Protective Custody/Administration Detention	ISO	5	5
	Sub-Total	53	53
Protective Custody—Male	L	26	26
Protective Custody—Male	N	22	22
Protective Custody—Male	P	22	22
	Sub-Total	70	70
Maximum Custody—Male	J	26	26
Maximum Custody—Male	Q	20	20
	Sub-Total	46	46
General Population(Medium/Minimum)—Male	K	16	16
General Population(Medium/Minimum)—Male	R	26	26
General Population(Medium/Minimum)—Male	T	26	26
General Population(Medium/Minimum)—Male	U	20	20
General Population(Medium/Minimum)—Male	V	22	22
General Population(Medium/Minimum)—Male	W	20	20
General Population(Medium/Minimum)—Male	X	22	22
	Sub-Total	152	152
General Population(Medium/Minimum)—Female	Z	18	18
General Population(Medium/Minimum)—Female	E	26	26
Maximum/High Medium Custody—Female	F	24	24
Administrative/Disciplinary Detention—Female	S	16	16
	Sub-Total	90	90
Medical/Mental Health Segregation	Medical(old)	8	8
Medical/Mental Health Segregation	Medical(new)	12	0
	Sub-Total	20	8
CLACKAMAS COUNTY JAIL TOTAL BEDS		491	465



NANCY S. BUSH
DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT
COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD OREGON CITY, OR 97045

November 29, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of FY18 State Homeland Security Grant Program Agreement between Clackamas County and the State of Oregon for a Regional Fuel Shortage Plan for Catastrophic Disaster Planning

Purpose/Outcomes	State Homeland Security Grant Program (SHSP) agreement #18-206 provides funding to reimburse Clackamas County Disaster Management for the development of a regional fuel shortage plan for catastrophic disaster planning.
Dollar Amount and Fiscal Impact	The grant agreement value is \$175,000. The grant is a 100% federal share grant that will reimburse Clackamas County up to the grant agreement amount for project costs.
Funding Source	FY 2018 State Homeland Security Grant Program via the State of Oregon Military Department, Office of Emergency Management
Duration	The FY18 SHSP grant award period is from October 1, 2018 through September 30, 2020.
Previous Board Action	The Board approved the application for this grant on February 1, 2018, Agenda Item D.1.
Strategic Plan Alignment	1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
Contact Person	Nancy Bush, Director, 503-655-8665
Contract No.	Grant agreement #18-206

BACKGROUND:

Each year, Clackamas County Disaster Management leads the development of the application for that fiscal year's State Homeland Security Grant Program. The projects are nominated and selected by the Homeland Security Task Force which is a group of Clackamas County public safety stakeholders. The funding provided in the grant awards allows the Disaster Management Department to maintain and enhance important emergency operations capabilities.

County Counsel has approved the agreement as to form.

RECOMMENDATION:

Staff respectfully recommends Board approval of SHSP grant agreement #18-206.

Respectfully submitted,

Nancy Bush, Director

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM
CFDA # 97.067
CLACKAMAS COUNTY
\$175,000
Grant No: 18-206**

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

1. Effective Date. This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2018** and ending, unless otherwise terminated or extended, on **September 30, 2020** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.

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

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Federal Requirements and Certifications**
- Exhibit C: **Subcontractor Insurance**
- Exhibit D: **Information required by 2 CFR 200.331(a)**

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

3. Grant Funds. In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$175,000** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2018 State Homeland Security Program (SHSP) grant.

4. Project. The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

5. Reports. Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 2018 State Homeland Security Program.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

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

6. Disbursement and Recovery of Grant Funds.

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

- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.

c. Recovery of Grant Funds. Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.

7. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to OEM as follows:

- a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. NIMS Compliance.** By accepting FY 2018 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at http://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/NIMS.aspx.

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

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. Audits.**

 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

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

- a. Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and

regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
- ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
- iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

b. Purchases and Management of Property and Equipment; Records. Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:

- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
- ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
- vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- ix. Subrecipient shall, and shall require its contractors to, retain the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.

c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

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

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

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v., or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. Contribution.** To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or

omission by Recipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.

- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Subrecipient, pursuant to this Agreement with OEM, shall assume sole liability for its breach of the conditions of this Agreement, and shall, upon its breach of conditions that causes or requires OEM to return funds to DHS or FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the Subrecipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available to Subrecipient for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. Insurance; Workers’ Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an “officer”, “employee”, or “agent” of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

CLACKAMAS COUNTY

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By _____
Subrecipient’s Legal Counsel

Date _____

Subrecipient Program Contact:

Nancy Bush
Director
Clackamas County Disaster Management
2200 Kaen Rd
Oregon City, OR 97045
503-655-8665
nbush@clackamas.us

Subrecipient Fiscal Contact:

Michael Morasko
Accountant
Clackamas County Finance Department
2051 Kaen Rd
Oregon City, OR 97045
503-742-5435
mmorasko@clackamas.us

STATE OF OREGON, acting by and through its Oregon
Military Department, Office of Emergency Management

By _____

Sonya Andron
Operations and Preparedness Section Manager, OEM

Date _____

APPROVAL FOR LEGAL SUFFICIENCY

By Samuel B. Zeigler via email
Senior Assistant Attorney General

Date October 5, 2018

OEM Program Contact:

Sidra Metzger-Hines
Grants Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3661
sidra.metzgerhines@state.or.us

OEM Fiscal Contact:

Angela Creasey
Senior Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3316
angela.creasey@state.or.us

Exhibit A
Grant No: 18-206
Subrecipient: Clackamas County

I. Project Description

Project Title: Regional Fuel Shortage Planning for Catastrophic Disaster Planning

This project will hire a contractor to develop two individual but regionally coordinated fuel strategy/shortage plans for Clackamas and Multnomah counties.

II. Budget

Planning	\$175,000
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Total	\$175,000
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EXHIBIT B

Federal Requirements and Certifications

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

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.213).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990).
- C. Compliance with Applicable Federal Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, the Federal Government in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including, without limitation:
 - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
 4. False Claims Act & Program Fraud Civil Remedies, 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
 5. Whistleblower Protection Act, 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
 6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to

demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds. Any project cost allocable to this Agreement may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons.

- D. Non-discrimination and Civil Rights Compliance.** Subrecipient, and all of its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including, but not limited to:
- a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
 - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
 - g. If, during the past three years, Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subrecipient must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subrecipient, or Subrecipient settles a case or matter alleging such discrimination, Subrecipient must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.
- E. Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.
- F. Procurement of Recovered Materials.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.

- G. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- H. Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.
- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.
- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.

- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS’s approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.
- R. Energy Policy and Conservation Act.** Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act
- S. Lobbying Prohibitions.** Subrecipient must comply with 31 USC §1352, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
- T. Terrorist Financing.** Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipients to ensure compliance with the EO and laws.
- U. Faith-Based Organizations.** Subrecipient must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- V. National Environmental Policy Act.** Subrecipient must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipient to use all practicable means within its authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- W. Federal Leadership on Reducing Text Messaging while Driving.** Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences; and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

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

ii. COMMERCIAL GENERAL LIABILITY.

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

Bodily Injury, Death and Property Damage:

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

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

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

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

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and Subrecipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. INSURANCE REQUIREMENT REVIEW. Recipient agrees to periodic review of insurance requirements by ODOT under this Agreement and to provide updated requirements as mutually agreed upon by ODOT and Recipient.

ODOT ACCEPTANCE. All insurance providers are subject to ODOT acceptance. If requested by ODOT, Recipient shall provide complete copies of its Contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to ODOT's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D

Information required by 2 CFR 200.331(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): Clackamas County
 - (ii) Sub-recipient's DUNS number: 096992656
 - (iii) Federal Award Identification Number (FAIN): EMW-2018-SS-00072-S01
 - (iv) Federal Award Date: September 1, 2018
 - (v) Sub-award Period of Performance Start and End Date: From October 1, 2018 to September 30, 2020
 - (vi) Amount of Federal Funds Obligated by this Agreement: \$175,000
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement *: \$175,000
 - (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$175,000
 - (ix) Federal award project description: State Homeland Security Program Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
 - (x)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of Pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official: Andrew Phelps, Director – Oregon Office of Emergency Management, PO Box 14370, Salem, OR 97309-5062
 - (xi) CFDA Number and Name: 97.067 Homeland Security Grant Program
Amount: \$6,480,000
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: 0%
2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year.



November 29, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment No. 3 to the Cooperative Intergovernmental Agreement
Between the Library District of Clackamas County and Library Cities

Purpose/Outcomes	Amend the Cooperative Intergovernmental Agreement Between the Library District of Clackamas County and Library Cities (“Library District Master IGA”) to implement the Settlement Agreement between Clackamas County and the City of Gladstone and to proceed with plans to construct and operate two new library facilities for the Oak Lodge and Gladstone library service areas.
Dollar Amount and Fiscal Impact	Potentially \$360,000 (if the Library District Master IGA is not amended by December 31, 2018)
Funding Source	County General Fund (if the Library District Master IGA is not amended by December 31, 2018)
Duration	The Library District Master IGA can only be terminated upon dissolution of the District.
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Build a strong infrastructure • Ensure safe, healthy and secure communities
Previous Board Action	<ul style="list-style-type: none"> • <i>October 12, 2017 BCC Business Meeting:</i> Approval of Settlement Agreement in the case City of Gladstone v. Clackamas County • <i>February 15, 2018 BCC Business Meeting:</i> Approval of Amendment #1 to Settlement Agreement Between the City of Gladstone and Clackamas County • <i>March 6, 2018 BCC Policy Session:</i> Library Task Force • <i>July 17, 2018 BCC Policy Session:</i> Settlement Agreement Implementation Task Force recommendations
Contact Person	Laura Zentner, BCS Director, 503-742-4351 Greg Williams, BCS Deputy Director, 503-742-4399

BACKGROUND:

In October 2017, the County and the City of Gladstone entered into a Settlement Agreement to resolve pending litigation. The Settlement Agreement contemplates the County will construct and operate two new libraries, one located within the City of Gladstone, and one located in unincorporated Clackamas County within the Oak Lodge Library service area. The Settlement Agreement indicates that if necessary amendments to the Cooperative Intergovernmental Agreement between the Library District of Clackamas County and Library Cities (“Library District Master IGA”) are not made by a specific deadline, the County will pay the City of Gladstone \$360,000. In February 2018, the Board approved an amendment to the Settlement Agreement, extending the deadline for making any necessary Library District Master IGA amendments to December 31, 2018.

In March 2018, the Board approved the creation and composition of a Settlement Agreement Implementation Task Force. The Task Force was charged with recommending the minimum changes necessary to the Library District Master Order and/or Master IGA in order to implement the Settlement Agreement and facilitate the construction of two new library facilities. This Task Force consisted of County and City of Gladstone staff and legal counsel, one County Commissioner, and three citizen members (including the Oak Lodge and Gladstone representatives to the Library District Advisory Committee). Task Force meetings were open to the public. In July 2018, the Task Force's recommendations were submitted to and accepted by the Board of County Commissioners. The Library District Master IGA amendments include:

- An amended section 1.6, which designates the County, and not the City of Gladstone, as the eventual recipient of retained funds currently held in trust by the District to support the construction of new library facilities for the Gladstone and Oak Lodge service areas.
- A new section 2.4, which establishes Clackamas County as the permanent Library Service Provider for the Oak Lodge Library Service area and memorializes the intent for Clackamas County to construct and manage two new libraries using District distributions, accumulated reserves, and other revenues.
- An amended Attachment B, which eliminates language regarding service area boundary changes which were originally contemplated when it was anticipated that the City of Gladstone would construct a single facility to serve both the Gladstone and Oak Lodge library service areas.

County staff distributed the proposed amendments to all Library Cities and, during September and October 2018, made presentations to various City Councils and Commissions. Out of a total of eleven Library Cities, ten have approved the amendments, above the two-thirds threshold required by the Library District Master IGA for amendments of this nature.

County Counsel has reviewed this amendment as to form and content. Please note, the amendment is to be signed by the Board both as Governing Body of the Library District of Clackamas County and as Board of County Commissioners for Clackamas County acting as Library City for the Oak Lodge Library service area.

RECOMMENDATION:

Staff recommends Board approval of Amendment No. 3 to the Cooperative Intergovernmental Agreement between the Library District of Clackamas County and Library Cities.

Respectfully submitted,

Laura Zentner, CPA
Director, Business and Community Services

AMENDMENT NO. 3
TO THE
COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE LIBRARY DISTRICT OF CLACKAMAS COUNTY
AND
LIBRARY CITIES

THIS AMENDMENT NO. 3 (this “Amendment”) is entered into this ____ day of _____, 2018, by and between the Library District of Clackamas County (the “District”) a county service district formed under ORS Chapter 451, Clackamas County, a political subdivision of the State of Oregon (“County”), each of the Cities of Canby, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville (each, a “City” and collectively, the “Library Cities”).

WHEREAS, the District, the County and the Library Cities entered into that certain intergovernmental agreement regarding the distribution of funds from the District to the County and Library Cities in support of the provision of library services to the residents of the District (the “Agreement”); and

WHEREAS, in August 2016, the City of Gladstone filed suit against Clackamas County for breach of contract stemming from an IGA between the parties for the construction of a library within the City of Gladstone; and

WHEREAS, on October 16, 2017, the County and the City of Gladstone entered into a Settlement Agreement which contemplates the County will construct and operate two new libraries, one located within the City of Gladstone, and one located in unincorporated Clackamas County within the Oak Lodge Library service area with a specific site to be determined after appropriate public input; and

WHEREAS, as part of the Settlement Agreement, Clackamas County agreed to undertake good faith efforts to effectuate and support any amendments to this Agreement necessary to implement the terms of the Settlement Agreement; and

WHEREAS, Section 3.3 of the Agreement provides for the mechanism of amendment of the Agreement to address these changes;

NOW, THEREFORE, the District, the County, and the Library Cities each agree to the following:

1. This Agreement’s section 1.6 and Attachment B are hereby amended and restated to read in their entirety:

1.6 Transition Payments. The District shall distribute funds to Clackamas County for the operation of the Oak Lodge Library pursuant to the current Oak Lodge Service area map. To the extent the annual distribution of funds to Clackamas County is greater than the annual need to operate the Oak Lodge library, the District shall retain such funds in trust for Clackamas County for distribution at such time as the County is constructing new library facilities. No unincorporated areas assigned to, or reserves accumulated by, the Oak Lodge Library service

area shall be reassigned, contributed or transferred to another Library City.

Attachment B

Service population maps are included as Attachment B.

1. The maps divide Clackamas County into library service areas. These areas are based on distance, roads, rivers, travel patterns, etc. and are intended to define where people are most likely to receive library service, and to give a Library City the ability to meet the library threshold standards in Attachment C. Each Library City's service area has been constructed by assigning Census tracts into library service areas. Based on census data compiled every 10 years, the population in each census tract will be verified and then the total unincorporated population within each service area will be used to calculate the Formula.

[See attached maps]

2. A new section 2.4 is hereby added to this Agreement to read in its entirety:

2.4 Clackamas County as Library City. The City of Gladstone and Clackamas County desire to work cooperatively in the provision of library services in the Gladstone and Oak Lodge service areas. Gladstone and the County may enter into separate agreements regarding the management of their respective libraries. All parties hereto acknowledge the intention of the Plan is to have Clackamas County, through the use of District distributions for the Oak Lodge and Gladstone service areas, accumulated reserves referred to in section 1.6 above and other non-District revenues, to construct and manage both a new Oak Lodge library and new Gladstone library, and that nothing herein shall be construed to restrict or otherwise impair such plan. Clackamas County shall be considered a "Library City" in all respects for the Oak Lodge Library service area.

3. Except as set forth herein, the District, County, and the Library Cities ratify the remainder of the Agreement and affirm that no other changes are made hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

DISTRICT & COUNTY

CLACKAMAS COUNTY BOARD OF COMMISSIONERS, AS THE GOVERNING BODY OF THE	
LIBRARY DISTRICT OF CLACKAMAS COUNTY	
By: _____ Title: _____	
ATTEST: _____	

LIBRARY CITIES

THE CITY OF CANBY	THE CITY OF ESTACADA
By: _____ Title: _____	By: _____ Title: _____
ATTEST: _____	ATTEST: _____


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

DISTRICT & COUNTY

CLACKAMAS COUNTY BOARD OF COMMISSIONERS, AS THE GOVERNING BODY OF THE	
LIBRARY DISTRICT OF CLACKAMAS COUNTY	
By: _____	
Title: _____	
ATTEST: _____	

LIBRARY CITIES

THE CITY OF CANBY	THE CITY OF ESTACADA
By: _____	By: <u>Denise Carey</u>
Title: _____	Title: <u>City Manager</u>
ATTEST: _____	ATTEST: <u>Smaun</u>

THE CITY OF GLADSTONE	THE CITY OF HAPPY VALLEY
By: <u></u>	By: _____
Title: <u>Mayor</u>	Title: _____
ATTEST: <u>Jami Bannick</u>	ATTEST: _____

THE CITY OF LAKE OSWEGO	THE CITY OF MILWAUKIE
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF MOLALLA	THE CITY OF OREGON CITY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF GLADSTONE	THE CITY OF HAPPY VALLEY
By: _____	By: <u>John Lee</u>
Title: _____	Title: <u>City Manager</u>
ATTEST: _____	ATTEST: _____

THE CITY OF LAKE OSWEGO	THE CITY OF MILWAUKIE
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF MOLALLA	THE CITY OF OREGON CITY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF GLADSTONE	THE CITY OF HAPPY VALLEY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF LAKE OSWEGO	THE CITY OF MILWAUKIE
By: <u>Kent Stuchlik</u>	By: _____
Title: <u>Mayor</u>	Title: _____
ATTEST: <u>Anne Marie Simpson</u>	ATTEST: _____

THE CITY OF MOLALLA	THE CITY OF OREGON CITY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF LAKE OSWEGO	THE CITY OF MILWAUKIE
By: _____ Title: _____	By: <u><i>[Signature]</i></u> Title: <u><i>City Manager</i></u>
ATTEST: _____	ATTEST: _____

THE CITY OF MOLALLA	THE CITY OF OREGON CITY
By: _____ Title: _____	By: _____ Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF GLADSTONE	THE CITY OF HAPPY VALLEY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF LAKE OSWEGO	THE CITY OF MILWAUKIE
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF MOLALLA	THE CITY OF OREGON CITY
By: <u><i>[Signature]</i></u>	By: _____
Title: <u>CITY MANAGER</u>	Title: _____
ATTEST: <u><i>Keeey A Richardson</i></u>	ATTEST: _____

THE CITY OF GLADSTONE	THE CITY OF HAPPY VALLEY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF LAKE OSWEGO	THE CITY OF MILWAUKIE
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF MOLALLA	THE CITY OF OREGON CITY
By: _____	By: <u>Anthony J. Konkol III</u>
Title: _____	Title: <u>City Manager</u>
ATTEST: _____	ATTEST: <u>Katti Riggs, City Recorder</u>

AMEN #3
LIBRARY
TGA



THE CITY OF SANDY	THE CITY OF WEST LINN
By: <u>Kenn E. Jamashita</u>	By: _____
Title: <u>City manager</u>	Title: _____
ATTEST: <u>Kenn E. Jamashita</u>	ATTEST: _____

THE CITY OF WILSONVILLE	CLACKAMAS COUNTY AS LIBRARY CITY FOR THE OAK LODGE LIBRARY SERVICE AREA
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF SANDY	THE CITY OF WEST LINN
By: _____	By: <u>Gilem Steier</u>
Title: _____	Title: <u>City Manager</u>
ATTEST: _____	ATTEST: <u>Kathy Mollway</u>

THE CITY OF WILSONVILLE	CLACKAMAS COUNTY AS LIBRARY CITY FOR THE OAK LODGE LIBRARY SERVICE AREA
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF SANDY	THE CITY OF WEST LINN
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF WILSONVILLE	CLACKAMAS COUNTY AS LIBRARY CITY FOR THE OAK LODGE LIBRARY SERVICE AREA
By: 	By: _____
Title: <u>City Manager</u>	Title: _____
ATTEST: 	ATTEST: _____



November 29, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Metro
And Clackamas County Parks for the Development of the Cazadero Natural Area Master Plan

Purpose/Outcomes	This IGA will allow Business & Community Services - County Parks to prepare a Master Plan for Barton Park and surrounding undeveloped properties, including a portion of property owned by Metro known as the Cazadero Natural Area.
Dollar Amount and Fiscal Impact	N/A. An RFP is currently in development.
Funding Source	Adopted Budget BCS/County Parks FY18-19
Duration	IGA is valid for five (5) years upon execution.
Previous Board Action	The BCC adopted the BCS - County Parks budget in June, 2018 which included allocation of funds for the Barton Park Complex Master Plan
Strategic Plan Alignment	1. Honor, Utilize, Promote and Invest in our Natural Resources 2. Build Public Trust through Good Government
Contact Person	Rick Gruen, Manager, BCS County Parks & Forest x 4345
Contract No.	N/A

BACKGROUND:

This Intergovernmental Agreement will give approval to Business & Community Services (BCS) - County Parks to develop a master plan for a portion of property called the Cazadero Natural Area (currently owned by Metro) adjacent to Barton Park. This project involves the preparation of a Master Plan for Barton Park and surrounding properties (Barton Park Complex) to guide the long-term vision and capital development needs. The Master Plan will address the future outdoor recreation opportunities through the expansion of park facilities and enhance connectivity to the Clackamas River and Cazadero Trail. The Scope of Work for the Barton Park Complex Master Plan includes concept planning for trailhead facilities, dispersed camping sites, improved pedestrian river access, shuttle system and road/transit improvements.

County Counsel has reviewed this IGA as to form and content.

RECOMMENDATION:

Staff respectfully recommends Board approval of an Intergovernmental Agreement between Metro and BCS - County Parks and further authorizes the Director of Business & Community Services to sign the IGA on behalf of the County.

Respectfully submitted,

Laura Zentner
Director of Business and Community Services

INTERGOVERNMENTAL AGREEMENT

Cazadero Natural Area Trailhead Master Plan

This Intergovernmental Agreement (“Agreement”) dated this ___ day of _____, 2018 (the “Effective Date”), is by and between Metro, a municipal corporation, located at 600 NE Grand Avenue, Portland, Oregon 97232 (“Metro”), and Clackamas County Parks (“County”), located at 150 Beaver Creek Road, Oregon City, Oregon 97045.

RECITALS

Whereas, ORS 190 *et. seq.* authorizes County, a local unit of government, and Agency, a local, state, or federal agency, to enter into this Agreement for the performance of any and all activities that a party to the Agreement has authority to perform;

WHEREAS, on July 22, 1992, the Metro Council adopted the Metropolitan Greenspaces Master Plan, outlining a regional system of connected trails and greenways, including the Cazadero Trail, Deep Creek Canyon area, and Clackamas River Greenway;

WHEREAS, the Clackamas River Greenway Target Area is identified in Metro’s 2006 Natural Areas Bond Measure as regionally significant due to its wildlife habitat values and contribution to water quality, and the target area also supports public access and trails where appropriate;

WHEREAS, Metro purchased the Cazadero Natural Area (approximately 24.63 acres) within the Clackamas River Greenway Target Area in May 2010 with funds from the 2006 Natural Areas Bond Measure;

WHEREAS, the Cazadero Natural Area is envisioned as a trailhead for the Cazadero Trail (the “Trailhead”), which trail is owned and operated by the State of Oregon, and connects Portland, Boring, Barton Park, and Estacada;

WHEREAS, County intends to prepare a master plan for Barton Park, which is adjacent to and to the south of the Cazadero Natural Area, and the plan will consider connections between Barton Park and the Cazadero Trail, including the Trailhead.

WHEREAS, the parties desire to enter into this Agreement to set forth roles and responsibilities during County’s planning process for Barton Park as this planning process may impact the Cazadero Natural Area.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants of the parties set forth in this Agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Term. Unless terminated or extended as provided herein, this Agreement will continue in effect until the earlier of (a) the date that is five (5) years after the Effective Date, or (b) the date the County approves the master plan for Barton Park.
2. Project Site. The site map and tax lot parcel map for the location of the possible Trailhead, in relation to the Cazadero Natural Area, is attached as Exhibit A to this Agreement (“Project Site”).

3. Trailhead Plan. County agrees to work collaboratively with Metro to plan the future Trailhead, which planning effort for the Trailhead is referred to in this Agreement as the “Project.” The Project will include or conform to the following requirements:
 - 3.1. The Trailhead and associated developed features or programmed space will be designed compactly and not exceed five (5) contiguous acres to be identified through the master plan process. The remainder of the Project Site will be preserved as a natural area to protect water quality and wildlife habitat.
 - 3.2. Plan the Trailhead for trail users from throughout the Portland metropolitan region. Anticipated users and necessary facilities for hikers, cyclists and equestrians are attached as Exhibit B to this Agreement.
 - 3.3. Identify future roles and responsibilities related to development, management, maintenance and operation of the Trailhead, so that Metro may work with County and the Oregon Parks and Recreation Department (“OPRD”) to further define and carry out identified roles and responsibilities.
 - 3.4. Incorporate natural resource-related information provided by Metro into the Project. Information is anticipated to include areas of core habitat for wildlife, habitat types, sensitive areas and locations of regionally significant plant and wildlife species.

County will incorporate the final Project, as agreed upon by the parties, into the final Barton Park master plan, which master plan will include a narrative and illustrations of the future Trailhead. County will provide Metro with electronic files of the final Barton Park master plan.

4. Working Group. County will convene a Barton Park Master Plan Working Group (“BPMPWG”) to guide the Project in collaboration with County staff, County Parks Advisory Board and the Project consultant. County will appoint a minimum of one (1) Metro staff person and one (1) County Parks Advisory Board member, and County may appoint other members from organizations such as one (1) OPRD staff person, one (1) Clackamas County Pedestrian Bikeway Advisory Committee Member, one (1) member of the local CPO, and two (2) At-Large members, to serve on the Barton Park Master Plan Working Group for the duration of the Project.
5. Project Management.
 - 5.1. Project Manager. County will provide a staff person to oversee all contractors working at the Project Site and will provide Metro with regular updates regarding the status of the Project. As of the Effective Date, Rick Gruen is County’s Project Manager, which County may change upon written notice to Metro.
 - 5.2. Third-Party Contracts. As Project lead, County is solely responsible for any and all contracts and subcontracts associated with the Project, including but not limited to procurement under applicable public contracting laws, contract management, and payments to contractors and subcontractors. At Metro’s request, County will provide Metro with copies of executed agreements.
 - 5.3. Project Approval. County will obtain Metro’s review and approval of scopes of work, plans and materials developed by County or its third-party contractor(s) for the Project. County will provide Metro fifteen (15) business days to review and provide comments on items submitted for Metro’s approval.

- 5.4. Public Communication. County will develop a public information program to provide project information to the public, stakeholders, and adjacent property owners and to provide notice about the planning activities.
- 5.5. Site Work Notice for Contractors. County will ensure access to the Project Site is done in a manner that minimizes impacts on wildlife habitat, native vegetation and natural conditions. County will provide 48 hours' notice to Metro prior to accessing the Project Site by County staff or its contractors. Notice will be by e-mail to Mel Huie at mel.huie@oregonmetro.gov and Rod Wojtanik rod.wojtanik@oregonmetro.gov.
- 5.6. Funding. County is responsible for securing funding for one hundred percent (100%) of the total Project costs, including contingencies for performing all aspects of the Project. The parties will work together to identify funding to implement the final Barton Park master plan developed by the County, including the plans for the future Trailhead.
6. Publicity. County may elect to provide limited tours of the Project to stakeholders, members of the BPMPWG, and private individuals during the term of this Agreement. County will provide Metro at least 48 hours' prior notice of any tours. Notice will be by e-mail to Mel Huie at mel.huie@oregonmetro.gov and Rod Wojtanik rod.wojtanik@oregonmetro.gov. County and Metro will coordinate their public statements about the Project.
7. Metro's Obligations.
 - 7.1. Project Staff. Metro will provide a staff person to communicate with County regarding the Project. As of the Effective Date, Rod Wojtanik is Metro's Project staff person, which Metro may change upon written notice to County.
 - 7.2. Cooperation. Metro will provide County, and its officers, employees, contractors, and agents, all reasonable assistance and cooperation necessary to implement this Agreement, and grants the County, its agents and contractors the right to enter the Project Site to perform the County's obligations under this Agreement.
 - 7.3. Design Review. Metro will review and either approve, or disapprove with comments for requested revision, all Project plans prepared by County. For plans provided or developed by County or its third-party contractors, County will provide Metro at least fifteen (15) business days to review submitted plans, and will obtain Metro's approval prior to finalizing the materials. Metro's approval of any plans that include hiker/biker camping on the Project Site may be contingent on County's agreement to be solely responsible for the costs to develop, maintain, and replace improvements related to this use.
 - 7.4. Information. Metro will provide information reasonably requested by County that is necessary to meet County obligations under this Agreement.
 - 7.5. Final Review of the Plan. Metro will conduct a final review with County prior to accepting the completed plan for the Project. If the assigned staff are unable to agree as to the acceptability of the completed plan for Project, then Metro's Chief Operating Officer and the County Administrator will meet and use their best efforts to resolve the matter.

8. County and Metro Joint Obligations:

- 8.1. Notification in Writing. The parties will promptly inform one another in writing if, for any reason, issues arise during the term of this Agreement that may impact the Project.
- 8.2. Use of Materials. The parties may each publish, reproduce, and use all planning information developed related to the Project or this Agreement in any manner and for any purpose without limitation, and may authorize others to do the same.
- 8.3. Control of the Property. Although the Project is the responsibility of County, the Property remains under the ownership of Metro, and Metro is solely responsible for the Property's administration and management regarding non-Project issues.

9. Insurance.

- 9.1. Metro understands that County is self-insured and accepts those self-insurance arrangements as sufficient for purposes of this Agreement.
- 9.2. County will require all agents (including contractors hired by County) to purchase and maintain for the duration of this Agreement, at the contractor's expense, the following types of insurance, covering the contractor, its employees, subcontractors and agents:

9.2.1. ISO (Insurance Services Office) Form CG 00 01 Commercial General Liability policy, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence. The policy will include coverage for bodily injury, death, property damage, personal injury, contractual liability, premises and products/completed operations. The contractor's coverage will be primary as respects Metro;

9.2.2. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per accident or combined single limit;

9.2.3. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$1,000,000 per accident or disease; and

9.2.4. Professional Liability Insurance appropriate to contractor's profession, with limits of not less than \$1,000,000 per claim.

9.2.5. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, County's contract with the contractor will state that Metro is entitled to the broader coverage and/or higher limits maintained by the contractor. Coverage must be primary and noncontributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance must protect each additional insured in the same manner as though a separate policy had been issued to each (without increasing the insurer's liability beyond the amount or amounts for which the insurer would have been liable if only one person of interest had been named as insured). The contractor must waive subrogation rights under all insurance policies. Insurance is to be placed with insurers authorized to conduct business in the state of Oregon with a current A.M. Best's rating of no less than A:VII.

9.2.6. Metro, its elected officials, departments, employees, volunteers and agents must be covered as ADDITIONAL INSUREDS on the Commercial General Liability policy for any work occurring within the Project Site. County's contractors will include the additional insured

endorsement along with the certificate of insurance. County will require that the contractor will provide to Metro thirty (30) days' notice prior to any material change, termination, cancellation, potential exhaustion of aggregate limits, or non-renewal of policy coverage.

- 9.3. County will require its contractors to provide Metro with a Certificate of Insurance complying with this Section 9 prior to any commencement of work or delivery of services for the Project. County's contractors may email Certificates of Insurance to submitdocuments@oregonmetro.gov. Metro reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsement evidencing the coverage required.
10. **Termination.** The parties may, by written agreement signed by each party, terminate all or a part of this Agreement based upon a determination that such action is in the public interest. Any party may terminate this Agreement in full, or in part, at any time if that party (the "terminating party") determines, in its sole discretion, that the other party has failed to comply with the conditions of this Agreement and is therefore in default (the "defaulting party"). The terminating party must promptly notify the defaulting party in writing of that determination and document such default. The defaulting party has thirty (30) days after delivery to cure the default described by the terminating party. If the defaulting party fails to cure the default within such thirty (30) day period, then this Agreement will terminate ten (10) days following the expiration of such thirty (30) day period.
11. **Indemnification.** Each party (the "indemnifying party"), to the maximum extent permitted by law and subject to the Oregon Tort Claims Act, ORS Chapter 30 and the debt limitation of Oregon counties set forth in Article XI, Section 10, shall defend, indemnify, and save harmless the other parties and each of their officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute relating to or resulting from the indemnifying party's performance of its obligations under this Agreement or actions taken by the indemnifying party pursuant to this Agreement.
12. **Laws of Oregon.** The laws of the State of Oregon govern this Agreement. The parties agree to submit to the jurisdiction of the courts of the State of Oregon.
13. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
14. **Assignment.** No party may assign any of its rights or responsibilities under this Agreement without prior written consent from the other party, except that a party may delegate or subcontract to perform any of its responsibilities under this Agreement.
15. **Notices.** Except as otherwise stated, all notices or other communications required or permitted under this Agreement must be in writing, and be personally delivered (including by means of professional messenger service) or sent by both (1) electronic mail or fax, and (2) regular mail. Notices is deemed delivered on the date personally delivered or the date of such electronic or fax correspondence unless such delivery is on a weekend day, on a holiday, or after 5:00 p.m. on a Friday, in which case such notice is deemed delivered on the next following weekday that is not a holiday.

To Metro: Rod Wojtanik, Parks Planning Manager
Metro
600 N.E. Grand Avenue
Portland, OR 97232-2736
Phone: (503) 797-1846
Fax: (503) 797-1849
Email: rod.wojtanik@oregonmetro.gov

To Clackamas: Rick Gruen, Manager
Clackamas Co. Parks
150 Beavercreek Rd.
Oregon City, OR 97045
Phone: (503) 742-4345
Email: rgruen@clackamas.us

16. **Severability.** If any term of this Agreement is held to be illegal, invalid or unenforceable, it will not affect the remainder of this Agreement, which will be construed as if the illegal, invalid, or unenforceable term had never been contained in this Agreement. Notwithstanding the foregoing, if an essential purpose of this Agreement would be defeated by the loss of the illegal, invalid, or unenforceable term, then the parties will seek in good faith to agree on replacing the removed term or condition with a valid provision that will most nearly and fairly approach the effect of the removed term and the intent of the parties in entering into this Agreement. If the parties cannot reach agreement on a replacement for the illegal, invalid, or unenforceable provision, the Agreement will terminate upon written notice delivered by one party to the other.

17. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations concerning the subject matter herein. No waiver, consent, modification, amendment, or other change of terms of this Agreement binds either party unless in writing and signed by both parties.

18. **Counterparts; Facsimile Execution.** This Agreement may be executed in counterparts, each of which, when taken together, constitute fully executed originals. Facsimile or e-mail signatures operate as original signatures with respect to this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date.

CLACKAMAS CO.

METRO

By: _____
Print Name: _____
Title: _____

Martha J. Bennett, Chief Operating Officer

Date: _____

Date: _____

Exhibit A: Map of Project Site

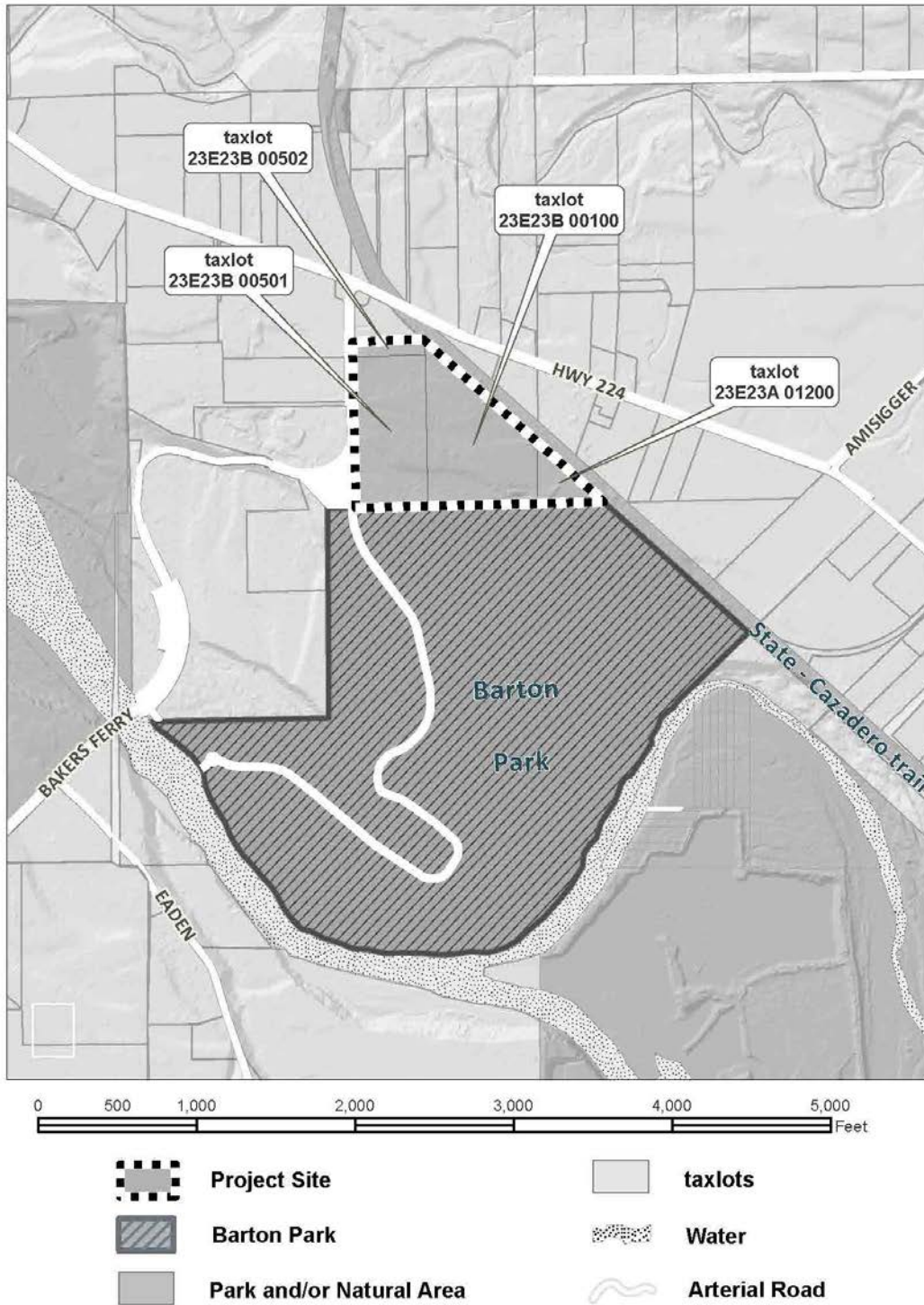


Exhibit B: Anticipated Users, Uses and Necessary Facilities for Hikers, Cyclists and Equestrians

Users:

- Hikers
- Cyclists
- Equestrian
- Hikers from Barton Park making connection to Cazadero Trail

Uses:

- Connection to OPRD Cazadero trail for users
- Public access and parking stalls for cars.
- Restroom
- Water for users
- Bike hub (repairs and air)
- Bike racks
- Kiosk with way finding and map
- Interpretation signs of history, natural resources, etc.
- Electricity for charging station
- Maintenance access for OPRD (develop permanent location or memorialize/permanent easement)
- Low impact single-night camping for hiker and bikers

Notes:

- Parking would not accommodate recreational vehicles (RV's) or river shuttles.
- Trailhead and trail connection to Cazadero Trail would be ADA accessible
- Trailhead would be used for non-motorized access to the Cazadero Trail.
- Per Metro policy dogs permitted on leash at trailhead and trail connection to Cazadero Trail.
Dogs not permitted in remainder of Metro's Cazadero Natural Area.



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

November 29, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Stephen L. Madkour
 County Counsel

Kathleen Rastetter
Scott C. Ciecko
Amanda Keller
Nathan K. Boderman
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
 Assistants

Adoption of Board Orders Delegating Contract Signing Authority

Purpose/Outcomes	Delegate limited contract signing authority to certain positions not included in current LCRB Rule C-05-0100. Approve current IGA signature policy and delegate signing authority for the same.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Indefinitely
Previous Board Action	These items were presented to the Board of County Commissioners at a duly noticed policy session held on November 6, 2018
Strategic Plan Alignment	Build Public Trust Through Good Government
Contact Person	Andrew Naylor, Assistant County Counsel; 503-742-4623
Contract No.	N/A

BACKGROUND:

The Board has previously delegated limited contract signing authority to certain department positions pursuant to the Local Contract Review Board Rules, Rule C-05-0100. However, due to certain omissions, changes in position titles, and other issues, the current list of positions is incomplete and/or inaccurate.

The proposed Board Order updates the current contract signing authority delegation list to include additional or revised position titles. The proposed Order does not alter or modify the current LCRBs in any way, and simply serves as an additional delegation of contract signing authority to those positions identified in the Order. A separate Order will be submitted to the HACC Board to execute.

Related, on or about July 9, 2009, the County, through its Department of Finance, issued a policy regarding signing of Intergovernmental Agreements (IGAs). The Board should clarify that it approves of that policy and formally delegate signing authority as part of that clarification.

A policy session on these issues was held on November 6, 2018. At that session, the Board considered larger questions of how the County might restructure signing authority. However, while those larger discussions are ongoing, County Counsel proposed, and understood the

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

In the Matter of Limited Delegation
of Contract Signing Authority



Board Order No. _____
Page 1 of 2

Whereas, the Clackamas County Board of County Commissioners (the "Board") has authority to sign all contracts, contract amendments, and renewals; and

Whereas, the Board has previously delegated limited contract signing authority to certain department positions pursuant to the Local Contract Review Board Rules, Rule C-05-0100; and

Whereas, the previous delegation via Rule C-05-0100 is no longer complete due to updated position names, titles, and other changes that occurred subsequent to promulgation of the rule; and

Whereas, the Board agrees that it is necessary to delegate limited contract signing authority to certain positions that are not included in Rule C-05-0100, whether by position title changes, omissions, or otherwise;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. The following officers and employees of Clackamas County holding the positions listed below have authority to sign Contracts with a value not to exceed a total of \$150,000 in the aggregate for any one project or for any one contractor in a fiscal year:

Disaster Management Director

Housing Authority of Clackamas County Executive Director

Human Resources Director

Human Resources Assistant Director

Information Services Director

Information Services Assistant Director

North Clackamas Parks and Recreation District Director

Public and Government Affairs Director

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

In the Matter of Limited Delegation
of Contract Signing Authority



Board Order No. _____

Page 2 of 2

Tourism and Cultural Affairs Executive Director

Water Environment Services Assistant Director

2. The officers and employees listed above also have authority to sign Contract amendments or renewals, if the amendment does not exceed 10% of the original Contract amount or \$150,000 for the entirety of the term of the Contract, whichever is less.

3. As used herein, "Contract" shall be defined as set forth in the Local Contract Review Board Rules, Rule C-046-0110.

DATED this ____ day of _____, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

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

In the Matter of Intergovernmental
Agreement Signing Authority



Board Order No. _____

Page 1 of 2

Whereas, the Clackamas County Board of County Commissioners (the "Board") has authority to sign all contracts, contract amendments, and renewals including, but not limited to, Intergovernmental Agreements (IGAs) entered into pursuant to ORS Chapter 190; and

Whereas, on or about July 9, 2009, Clackamas County, through its Department of Finance, established guidelines for all County departments with respect to IGAs (IGA Policy), a copy of which is attached hereto as Exhibit A and incorporated by this reference herein; and

Whereas, the Board wishes to clarify that it approves of the current IGA Policy permitting certain employees to execute IGAs not to exceed \$5,000.00 and IGAs between County Affiliated Governments and/or departments, as defined by the IGA Policy, and, to the extent necessary, delegates IGA signing authority to that limited extent;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. The Board approves of the IGA policy and delegates the authority to execute IGAs not to exceed \$5,000.00 and IGAs between County Affiliated Governments and/or departments to the officers and employees of Clackamas County described therein.
2. The Board further delegates IGA signing authority, to the limited extent permitted under the IGA Policy, to the following officers and employees of Clackamas County whose positions or titles were not included in the IGA Policy:

Disaster Management Director

Housing Authority of Clackamas County Executive Director

Human Resources Director

Human Resources Assistant Director

Information Services Director

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

In the Matter of Intergovernmental
Agreement Signing Authority



Board Order No. _____
Page 2 of 2

Information Services Assistant Director

North Clackamas Parks and Recreation District Director

Public and Government Affairs Director

Tourism and Cultural Affairs Executive Director

Water Environment Services Assistant Director


DATED this ____ day of _____, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

EXHIBIT A

Clackamas County DEPARTMENT of FINANCE Issuing Section PURCHASING	Number:	3.7
	Effective Date:	July 9, 2009
	Page:	1 of 2
Approved:		
Subject: CONTRACTS WITH OTHER PUBLIC AGENCIES INTERGOVERNMENTAL AGREEMENTS		

Purpose:

To establish guidelines for County Departments when contracting with other Public Agencies (Intergovernmental Agreements). These procedures follow the County's LCRB Rules and are intended to facilitate the procurement process.

Background:

Public Agencies are working together to be more efficient and, through cooperation, reduce duplication of services. Government Agencies enter into Intergovernmental agreements which define the obligation of the parties, period of time of the agreement is in effect and the amount of compensation, if any. An Intergovernmental Agreement is a written document which when signed by the agencies becomes a contract.

References:

Oregon Revised Statutes, Chapter 190, Cooperation of Governmental Units; ORS 190.010, Authority of local governments to make intergovernmental agreement.

ORS 279A Oregon Public Contracting Code

Policy:

The Board of County Commissioners executes all Intergovernmental Agreements, with the following exceptions.

(A) **IGAs not exceeding \$5,000:** The County Administrator, and other County Officials as listed below, are delegated the authority to execute intergovernmental agreements not to exceed \$5,000.00.

(B) **Intergovernmental Agreements between County Affiliated Governments and/or departments:** The County Administrator, and other County Officials as listed below, are delegated the authority to execute agreements between County Affiliated Governments and/or departments.

Subject: CONTRACTS WITH OTHER PUBLIC AGENCIES INTERGOVERNMENTAL AGREEMENTS	Number: 3.7
	Page: 2 of 3

Definitions:

“Intergovernmental Agreements” mean contracts with other public agencies such as the Federal Government, a State or their political subdivisions.

“County Affiliated Governments and/or departments” means governmental entities where the members of the Board County Commissioners sit as members of the governing board.

“County Officials” for purposes of the delegation of authority under this section means:

- Assessor
- Business and Community Services Director
- C-Com Director
- County Clerk
- Community Corrections Director
- Community Development Director
- Community and Legislative Affairs Director
- County Administrator
- County Counsel
- Deputy County Administrator
- District Attorney
- District Attorney Office Administrator (Administrative Services Manager)
- Emergency Management Director
- Employee Services Director
- Family Court Services Director
- Finance Director
- Homeland Security Director
- Human Services Director
- Human Services Deputy Director
- Technical Services Director
- Juvenile Department Director
- Law Library Librarian
- Library Director
- Public and Government Affairs Director
- Purchasing Manager
- Sheriff
- Tourism and Development Council Executive Director
- Transportation and Development Director
- Transportation and Development Deputy Director
- Transportation and Development Business Services Manager
- Treasurer
- Undersheriff
- Water Environment Services Director

Subject: CONTRACTS WITH OTHER PUBLIC AGENCIES INTERGOVERNMENTAL AGREEMENTS	Number: 3.7
	Page: 3 of 3

Procedures:

Responsibility:

Action:

Departments:

Prepare Intergovernmental Agreements and submit to the Board of County Commissioners for approval if for amounts greater than \$5,000.

Submit to County Counsel and Risk Management for review and approval.

Submit an original executed agreement for recording and a photocopy to Accounts Payable.

County Counsel

Review, revise, and approve as to form **ALL** intergovernmental agreements prior to final execution.

Public Contracting Officer:

Submit to Counsel for review prior to approval by the Board of County Commissioners.

Board of County Commissioners:

Execute Intergovernmental agreements.

Finance Department:

Remit or receive payments according to agreement terms.



November 29, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment No. 3 to the Cooperative Intergovernmental Agreement
Between the Library District of Clackamas County and Library Cities

Purpose/Outcomes	Amend the Cooperative Intergovernmental Agreement Between the Library District of Clackamas County and Library Cities (“Library District Master IGA”) to implement the Settlement Agreement between Clackamas County and the City of Gladstone and to proceed with plans to construct and operate two new library facilities for the Oak Lodge and Gladstone library service areas.
Dollar Amount and Fiscal Impact	Potentially \$360,000 (if the Library District Master IGA is not amended by December 31, 2018)
Funding Source	County General Fund (if the Library District Master IGA is not amended by December 31, 2018)
Duration	The Library District Master IGA can only be terminated upon dissolution of the District.
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Build a strong infrastructure • Ensure safe, healthy and secure communities
Previous Board Action	<ul style="list-style-type: none"> • <i>October 12, 2017 BCC Business Meeting:</i> Approval of Settlement Agreement in the case City of Gladstone v. Clackamas County • <i>February 15, 2018 BCC Business Meeting:</i> Approval of Amendment #1 to Settlement Agreement Between the City of Gladstone and Clackamas County • <i>March 6, 2018 BCC Policy Session:</i> Library Task Force • <i>July 17, 2018 BCC Policy Session:</i> Settlement Agreement Implementation Task Force recommendations
Contact Person	Laura Zentner, BCS Director, 503-742-4351 Greg Williams, BCS Deputy Director, 503-742-4399

BACKGROUND:

In October 2017, the County and the City of Gladstone entered into a Settlement Agreement to resolve pending litigation. The Settlement Agreement contemplates the County will construct and operate two new libraries, one located within the City of Gladstone, and one located in unincorporated Clackamas County within the Oak Lodge Library service area. The Settlement Agreement indicates that if necessary amendments to the Cooperative Intergovernmental Agreement between the Library District of Clackamas County and Library Cities (“Library District Master IGA”) are not made by a specific deadline, the County will pay the City of Gladstone \$360,000. In February 2018, the Board approved an amendment to the Settlement Agreement, extending the deadline for making any necessary Library District Master IGA amendments to December 31, 2018.

In March 2018, the Board approved the creation and composition of a Settlement Agreement Implementation Task Force. The Task Force was charged with recommending the minimum changes necessary to the Library District Master Order and/or Master IGA in order to implement the Settlement Agreement and facilitate the construction of two new library facilities. This Task Force consisted of County and City of Gladstone staff and legal counsel, one County Commissioner, and three citizen members (including the Oak Lodge and Gladstone representatives to the Library District Advisory Committee). Task Force meetings were open to the public. In July 2018, the Task Force's recommendations were submitted to and accepted by the Board of County Commissioners. The Library District Master IGA amendments include:

- An amended section 1.6, which designates the County, and not the City of Gladstone, as the eventual recipient of retained funds currently held in trust by the District to support the construction of new library facilities for the Gladstone and Oak Lodge service areas.
- A new section 2.4, which establishes Clackamas County as the permanent Library Service Provider for the Oak Lodge Library Service area and memorializes the intent for Clackamas County to construct and manage two new libraries using District distributions, accumulated reserves, and other revenues.
- An amended Attachment B, which eliminates language regarding service area boundary changes which were originally contemplated when it was anticipated that the City of Gladstone would construct a single facility to serve both the Gladstone and Oak Lodge library service areas.

County staff distributed the proposed amendments to all Library Cities and, during September and October 2018, made presentations to various City Councils and Commissions. Out of a total of eleven Library Cities, ten have approved the amendments, above the two-thirds threshold required by the Library District Master IGA for amendments of this nature.

County Counsel has reviewed this amendment as to form and content. Please note, the amendment is to be signed by the Board both as Governing Body of the Library District of Clackamas County and as Board of County Commissioners for Clackamas County acting as Library City for the Oak Lodge Library service area.

RECOMMENDATION:

Staff recommends Board approval of Amendment No. 3 to the Cooperative Intergovernmental Agreement between the Library District of Clackamas County and Library Cities.

Respectfully submitted,

Laura Zentner, CPA
Director, Business and Community Services

AMENDMENT NO. 3
TO THE
COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE LIBRARY DISTRICT OF CLACKAMAS COUNTY
AND
LIBRARY CITIES

THIS AMENDMENT NO. 3 (this “Amendment”) is entered into this ____ day of _____, 2018, by and between the Library District of Clackamas County (the “District”) a county service district formed under ORS Chapter 451, Clackamas County, a political subdivision of the State of Oregon (“County”), each of the Cities of Canby, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville (each, a “City” and collectively, the “Library Cities”).

WHEREAS, the District, the County and the Library Cities entered into that certain intergovernmental agreement regarding the distribution of funds from the District to the County and Library Cities in support of the provision of library services to the residents of the District (the “Agreement”); and

WHEREAS, in August 2016, the City of Gladstone filed suit against Clackamas County for breach of contract stemming from an IGA between the parties for the construction of a library within the City of Gladstone; and

WHEREAS, on October 16, 2017, the County and the City of Gladstone entered into a Settlement Agreement which contemplates the County will construct and operate two new libraries, one located within the City of Gladstone, and one located in unincorporated Clackamas County within the Oak Lodge Library service area with a specific site to be determined after appropriate public input; and

WHEREAS, as part of the Settlement Agreement, Clackamas County agreed to undertake good faith efforts to effectuate and support any amendments to this Agreement necessary to implement the terms of the Settlement Agreement; and

WHEREAS, Section 3.3 of the Agreement provides for the mechanism of amendment of the Agreement to address these changes;

NOW, THEREFORE, the District, the County, and the Library Cities each agree to the following:

1. This Agreement’s section 1.6 and Attachment B are hereby amended and restated to read in their entirety:

1.6 Transition Payments. The District shall distribute funds to Clackamas County for the operation of the Oak Lodge Library pursuant to the current Oak Lodge Service area map. To the extent the annual distribution of funds to Clackamas County is greater than the annual need to operate the Oak Lodge library, the District shall retain such funds in trust for Clackamas County for distribution at such time as the County is constructing new library facilities. No unincorporated areas assigned to, or reserves accumulated by, the Oak Lodge Library service

area shall be reassigned, contributed or transferred to another Library City.

Attachment B

Service population maps are included as Attachment B.

1. The maps divide Clackamas County into library service areas. These areas are based on distance, roads, rivers, travel patterns, etc. and are intended to define where people are most likely to receive library service, and to give a Library City the ability to meet the library threshold standards in Attachment C. Each Library City's service area has been constructed by assigning Census tracts into library service areas. Based on census data compiled every 10 years, the population in each census tract will be verified and then the total unincorporated population within each service area will be used to calculate the Formula.

[See attached maps]

2. A new section 2.4 is hereby added to this Agreement to read in its entirety:

2.4 Clackamas County as Library City. The City of Gladstone and Clackamas County desire to work cooperatively in the provision of library services in the Gladstone and Oak Lodge service areas. Gladstone and the County may enter into separate agreements regarding the management of their respective libraries. All parties hereto acknowledge the intention of the Plan is to have Clackamas County, through the use of District distributions for the Oak Lodge and Gladstone service areas, accumulated reserves referred to in section 1.6 above and other non-District revenues, to construct and manage both a new Oak Lodge library and new Gladstone library, and that nothing herein shall be construed to restrict or otherwise impair such plan. Clackamas County shall be considered a "Library City" in all respects for the Oak Lodge Library service area.

3. Except as set forth herein, the District, County, and the Library Cities ratify the remainder of the Agreement and affirm that no other changes are made hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

DISTRICT & COUNTY

CLACKAMAS COUNTY BOARD OF COMMISSIONERS, AS THE GOVERNING BODY OF THE	
LIBRARY DISTRICT OF CLACKAMAS COUNTY	
By: _____ Title: _____	
ATTEST: _____	

LIBRARY CITIES

THE CITY OF CANBY	THE CITY OF ESTACADA
By: _____ Title: _____	By: _____ Title: _____
ATTEST: _____	ATTEST: _____


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

DISTRICT & COUNTY

CLACKAMAS COUNTY BOARD OF COMMISSIONERS, AS THE GOVERNING BODY OF THE	
LIBRARY DISTRICT OF CLACKAMAS COUNTY	
By: _____	
Title: _____	
ATTEST: _____	

LIBRARY CITIES

THE CITY OF CANBY	THE CITY OF ESTACADA
By: _____	By: <u>Denise Carey</u>
Title: _____	Title: <u>City Manager</u>
ATTEST: _____	ATTEST: <u>Smaun</u>

THE CITY OF GLADSTONE	THE CITY OF HAPPY VALLEY
By: <u></u>	By: _____
Title: <u>Mayor</u>	Title: _____
ATTEST: <u>Jami Bannick</u>	ATTEST: _____

THE CITY OF LAKE OSWEGO	THE CITY OF MILWAUKIE
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF MOLALLA	THE CITY OF OREGON CITY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF GLADSTONE	THE CITY OF HAPPY VALLEY
By: _____	By: <u>John Lee</u>
Title: _____	Title: <u>City Manager</u>
ATTEST: _____	ATTEST: _____

THE CITY OF LAKE OSWEGO	THE CITY OF MILWAUKIE
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF MOLALLA	THE CITY OF OREGON CITY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF GLADSTONE	THE CITY OF HAPPY VALLEY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF LAKE OSWEGO	THE CITY OF MILWAUKIE
By: <u>Kent Stuchlik</u>	By: _____
Title: <u>Mayor</u>	Title: _____
ATTEST: <u>Anne Marie Simpson</u>	ATTEST: _____

THE CITY OF MOLALLA	THE CITY OF OREGON CITY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF LAKE OSWEGO	THE CITY OF MILWAUKIE
By: _____	By: <u><i>[Signature]</i></u>
Title: _____	Title: <u><i>City Manager</i></u>
ATTEST: _____	ATTEST: _____

THE CITY OF MOLALLA	THE CITY OF OREGON CITY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF GLADSTONE	THE CITY OF HAPPY VALLEY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF LAKE OSWEGO	THE CITY OF MILWAUKIE
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF MOLALLA	THE CITY OF OREGON CITY
By: <u><i>[Signature]</i></u>	By: _____
Title: <u>CITY MANAGER</u>	Title: _____
ATTEST: <u><i>Keeey A Richardson</i></u>	ATTEST: _____

THE CITY OF GLADSTONE	THE CITY OF HAPPY VALLEY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF LAKE OSWEGO	THE CITY OF MILWAUKIE
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF MOLALLA	THE CITY OF OREGON CITY
By: _____	By: <u>Anthony J. Konkol III</u>
Title: _____	Title: <u>City Manager</u>
ATTEST: _____	ATTEST: <u>Katti Riggs, City Recorder</u>

AMEN #3
LIBRARY
TGA



THE CITY OF SANDY	THE CITY OF WEST LINN
By: <u>Kenn E. Jamashita</u>	By: _____
Title: <u>City manager</u>	Title: _____
ATTEST: <u>Kenn E. Jamashita</u>	ATTEST: _____

THE CITY OF WILSONVILLE	CLACKAMAS COUNTY AS LIBRARY CITY FOR THE OAK LODGE LIBRARY SERVICE AREA
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF SANDY	THE CITY OF WEST LINN
By: _____ Title: _____	By: <u>Gillem Steier</u> Title: <u>City Manager</u>
ATTEST: _____	ATTEST: <u>Kathy Mollway</u>

THE CITY OF WILSONVILLE	CLACKAMAS COUNTY AS LIBRARY
	CITY FOR THE OAK LODGE LIBRARY
By: _____ Title: _____	By: _____ Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF SANDY	THE CITY OF WEST LINN
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF WILSONVILLE	CLACKAMAS COUNTY AS LIBRARY CITY FOR THE OAK LODGE LIBRARY SERVICE AREA
By: 	By: _____
Title: <u>City Manager</u>	Title: _____
ATTEST: 	ATTEST: _____