



# AGENDA

**Thursday, March 8, 2012 - 10:00 AM**

**Board of County Commissioners Business Meeting**

Beginning Board Order No. 2012-18

**I. CALL TO ORDER**

- Roll Call
- Pledge of Allegiance
- Approval of Order of Agenda

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

**Department of Emergency Management**

1. Promulgation of the Clackamas County Emergency Operations Plan (Nancy Bush)

**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 hearing. 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 Study Session. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

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

- 2 1. Approval of a Behavioral Health Services Agreement with CODA, Inc. for Outpatient Substance Abuse Services, Outpatient Mental Health Services, and Intensive Treatment and Recovery Services - BH
- 3 2. Approval of a Professional, Technical, and Consultant Service Contract with CODA, Inc. for an Alcohol and Drug Housing Assistance Pilot Program - BH
- 4 3. Approval of a Residential Treatment Services Agreement with ColumbiaCare Services, Inc. for Community Mental Health Provider Services - BH
- 5 4. Board Order No. \_\_\_\_\_ Approval of Mental Health Director's Designee to Authorize a Custody Hold Under ORS 426.233 - BH
- 6 5. Approval to Apply for the US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Fiscal Year 2012 Adult Drug Court Discretionary Grant Programs- BH

**B. Department of Transportation & Development**

- 7 1. Board Order No. \_\_\_\_\_ Declaring an Emergency for the Bear Creek/Barnards Road Culvert Replacement Project

**C. Elected Officials**

- 8 1. Approval of Previous Business Meeting Minutes – BCC

**D. Department of Emergency Management**

- 9 1. Approval of Local Grant Agreements with Subgrantees for the Fiscal Year 2009- Urban Area Security Initiative Grant

**V. WATER ENVIRONMENT SERVICES**

- 10 1. Acceptance of an Easement on behalf of Tri-City Service District for the Holly Lane Culvert Replacement
- 11 2. Approval of a Retainer Agreement between Clackamas County Service District No. 1, Tri-City Service District and Richwine Environmental, Inc. for Consultant Services

**VI. COMMISSIONERS COMMUNICATION**

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

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



Dana S. Robinson  
Director

DEPARTMENT OF EMERGENCY MANAGEMENT

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

March 8, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

Promulgation of the Clackamas County Emergency Operations Plan (EOP)

Oregon State Revised Statute 401.305 states that each county "shall" establish an emergency management agency. As a part of that responsibility the County is required to have an EOP, document attached, that is promulgated every five years. The Clackamas County Board of Commissioners (BCC) last promulgated the EOP in 2006; therefore, the EOP is due for BCC promulgation. The EOP addresses the focus area of "Keep Our Residents Safe, Healthy and Secure" in the County's Strategic Plan. The EOP was developed with input from County departments involved with disasters and emergency events as well as input from stakeholders and special districts.

To promulgate the EOP is to make it a legal document within the County, which will be used as guidance for planning, response, recovery, and mitigation activities related to declared and undeclared disasters or events. This document has been reviewed by Clackamas County legal counsel.

The existence of an EOP that is current offers timely information and saves an unknown amount of dollars through a more timely response to stakeholders, partners and Clackamas County residents. In addition, a current and promulgated EOP is directly tied to the Emergency Management Performance Grant (EMPG), which has traditionally provided Clackamas County with \$200,000 - \$400,000 annually for the Emergency Management Program. The cost of updating the EOP was provided through a State Homeland Security Program Grant and county staff resources. The distribution of the EOP will be minimal due to electronic distribution and posting the document on the Clackamas County website for the public.

**RECOMMENDATION:**

Staff respectfully recommends the Board promulgate the attached Clackamas County Emergency Operation Plan (EOP). If promulgated, Clackamas County will be in compliance with state and federal mandates and will continue to be eligible for grant funding. In addition, the updated EOP will provide better service to the residents of Clackamas County during declared and undeclared disasters and emergency events.

Sincerely,

Dana Robinson  
Director

For more information on this issue or copies of attachments please contact Nancy Bush at 503-655-8665.

March 8, 2012

Board of Commissioners  
Clackamas County

Members of the Board

**Approval of a Behavioral Health Services Agreement with CODA, Inc. for  
Outpatient Substance Abuse Services, Outpatient Mental Health Services, and  
Intensive Treatment and Recovery Services**

Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing and Human Services Department (H3S) requests the approval of a Behavioral Health Services Agreement with CODA, Inc. for Outpatient Substance Abuse Services, Outpatient Mental Health Services, and Intensive Treatment and Recovery Services to Oregon Health Plan (OHP) members authorized by Clackamas Mental Health Organization (MHO).

Through this agreement, CCBHD subcontracts services for people who are OHP members capitated to Clackamas County. The previous agreement was reviewed and approved by the Board of County Commissioners on May 12, 2011.


Payment is based on current Medicaid rates. The agreement does not contain an upper limit; expenditures are controlled by CCBHD, Clackamas MHO staff who pre-authorize and monitor services on an on-going basis.

This agreement will be funded with Oregon Health Authority funds. No County General Funds are involved. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project. It is effective upon signature and terminates on December 31, 2012.

**Recommendation**

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

Respectfully submitted



Cindy Becker  
Director

For information on this issue or copies of attachments,  
please contact Emily M. Zwetzig/H3S Office of Business Services at (503)742-5318.

## BEHAVIORAL HEALTH SERVICES AGREEMENT

This Behavioral Health Services agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and CODA, INC., hereinafter called "CONTRACTOR".

### AGREEMENT

#### 1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide services as described in Exhibit C, Scope of Work, attached hereto and incorporated herein. This agreement sets forth the terms under which CONTRACTOR will contract with COUNTY to provide mental health services to Oregon Health Plan Medicaid recipients enrolled with COUNTY's Mental Health Organization and residents of Clackamas County who are eligible for services as uninsured, indigent individuals.

#### 2.0 Term

Services provided under the terms of this agreement shall commence upon signature. This agreement shall terminate December 31, 2012 unless terminated by one or both parties as provided for below. This agreement may be renewed annually and amended by mutual consent of both parties.

#### 3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR as specified in Exhibit B, Compensation and Payment, for satisfactorily performing contracted services. 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.

3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this agreement, should CONTRACTOR fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until CONTRACTOR performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

3.3 Financial Records. CONTRACTOR and its subcontractors shall maintain complete and legible financial records pertinent to authorized Covered Services delivered and payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines such as outlined in Office of Management and Budget circulars A-87, A-122 and A-133. Financial records and supporting documents shall be retained for at least five (5) years after final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

#### 4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit F, Compliance with Applicable Law, attached hereto and incorporated herein. CONTRACTOR shall comply with OAR 410-120-1380, which establishes the requirements for compliance with Section 4751 of OBRA 1991 and ORS 127.649, Patient Self-Determination Act.

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from COUNTY. CONTRACTOR shall not be relieved of any of CONTRACTOR's obligations hereunder by virtue of any such subcontract, and shall remain directly responsible for compliance with all the terms of this agreement.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of County, State or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

4.4 Workers' Compensation. CONTRACTOR certifies that it is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this agreement.

## 5.0 General Conditions

5.1 Indemnification. CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR's officers, agents, and employees, in performance of this agreement.

CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, AMH and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of CONTRACTOR, or its agents or employees under this agreement.

If CONTRACTOR is a public body, CONTRACTOR's liability under this agreement is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. During the term of this agreement, CONTRACTOR shall maintain in force at its own expense each insurance noted below:

### 5.2.1 Commercial General Liability

Required by COUNTY                       Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

### 5.2.2 Commercial Automobile Liability

Required by COUNTY                       Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

5.2.3 Professional Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

5.2.4 Additional Insurance Provisions. All required insurance other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

5.2.5 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 days notice of cancellation provision shall be included in the standard policy conditions.

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

5.2.7 Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No Agreement shall be in effect until required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiring

5.2.8 Independent Contractor Status. The service or services to be rendered under this agreement are those of an independent contractor. CONTRACTOR is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265.

5.2.9 Primary Coverage Clarification. CONTRACTOR's coverage will be primary in the event of a loss.

5.2.10 Cross Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

5.3 Controlling State Law. This agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any action or suit involving this agreement shall be filed and tried in Clackamas County, Oregon.

5.4 Amendments. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY.

5.5 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 or 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.

5.6 Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.

5.8 Oregon Constitutional Limitations. 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 such law, are deemed inoperative to that extent.

5.9 Public Contracting Requirements. Pursuant to the requirements of ORS 279B-020 and ORS 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this agreement:

5.9.1 CONTRACTOR shall:

- a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance of the work provided for in this agreement.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in performance of this agreement.
- c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

5.9.3 CONTRACTOR shall pay employees at least time and a half for all overtime work performed under this agreement in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

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

5.9.5 All employers working under this agreement are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

5.10 Integration. This agreement contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.



## 6.0 Termination

6.1 Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon ninety (90) business days notice, in writing and delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY may terminate this agreement effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

6.2.1 The terms of the OHP Medicaid Demonstration Project are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding authorized by this agreement.

6.2.2 The termination, suspension or expiration of the MHO Contract.

6.2.3 COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. Alternatively, the parties may agree to modify the agreement to accommodate a reduction in funding.

6.2.4 COUNTY has evidence that CONTRACTOR has endangered or is endangering the health or safety of Clients, staff or the public. CONTRACTOR shall ensure the orderly and reasonable transfer of care in progress with Clients and shall work with COUNTY staff to accomplish same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of CONTRACTOR, or the lapse, relinquishment, suspension, expiration, cancellation or termination of CONTRACTOR's insurance as required in this agreement.

6.2.6 CONTRACTOR's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage CONTRACTOR's affairs, or the judicial declaration that CONTRACTOR is insolvent.

6.2.7 If CONTRACTOR fails to perform any of the other provisions of this agreement, or fails to pursue the work of this agreement in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.

6.3 Notice of Default. COUNTY may also issue written notice of default (including breach of contract) to CONTRACTOR and terminate the whole or any part of this agreement if CONTRACTOR substantially fails to perform the following specific provisions: Exhibit D(2)(A) Licenses and, Certification; Exhibit D(2)(C) Quality Assurance and Utilization Review; and Exhibit D(3) Recordkeeping and Reporting. The rights and remedies of COUNTY related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

6.4 Transition. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this agreement with respect to Clients under care of CONTRACTOR to the date of termination.

**7.0 Notices**

Any notice under this agreement shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

to CONTRACTOR:

CODA, Inc.  
1027 E Burnside Street  
Portland, OR 97214

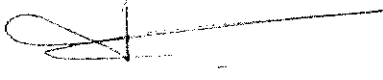
If to COUNTY:

Clackamas County Behavioral Health Division  
2051 Kaen Road, # 367  
Oregon City, OR 97045

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

- Exhibit A            Definitions
- Exhibit B            Compensation and Payment
- Exhibit C            Scope of Work
- Exhibit D            Performance Standards
- Exhibit E            Fraud and Abuse
- Exhibit F            Compliance with Applicable Law

**CODA, INC.**

By:   
 \_\_\_\_\_  
 Tim Hartnett, Executive  
 Date 2/22/12  
 \_\_\_\_\_  
 1027 E Burnside Street  
 Street Address  
 \_\_\_\_\_  
 Portland, Oregon 97214  
 City/State/Zip  
 \_\_\_\_\_  
 (503)239-8400 / (503)239-8406  
 Phone                    /Fax Numbers

**CLACKAMAS COUNTY**

Commissioner: Charlotte Lehan, Chair  
 Commissioner: Jim Bernard  
 Commissioner: Jamie Damon  
 Commissioner: Ann Lininger  
 Commissioner: Paul Savas

**Signing on Behalf of the Board:**

\_\_\_\_\_  
 Cindy Becker, Director  
 Health, Housing and Human Services Department  
 \_\_\_\_\_  
 Date

Agreement Effective Date: \_\_\_\_\_, 20 \_\_\_\_\_

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March 8, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of a Professional, Technical, and Consultant Service Contract with CODA, Inc. for an Alcohol and Drug Housing Assistance Pilot Program**

Clackamas County Behavioral Health Division of the Health, Housing & Human Services Department (H3S) requests the approval of a Professional, Technical, and Consultant Service Contract with CODA, Inc. for an Alcohol and Drug Housing Assistance Pilot Program.

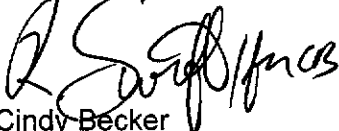
The contractor will implement a two-year pilot housing assistance and services program for County residents in alcohol and drug recovery. This contractor was chosen through a competitive bid process.

Total amount of this contract is \$593,196. The contract is funded with the Division's 2011-2013 Community Mental Health Provider (CMHP) funds; no County General Funds are involved. County Counsel has reviewed and approved this contract as part of the H3S contract standardization project. The contract is effective upon signature and terminates on February 28, 2014.

**Recommendation**

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

Respectfully submitted,



Cindy Becker  
Director

For information on this issue or copies of attachments,  
please contact Emily M. Zwetzig/H3S-Office of Business Services at (503)742-5318.

# PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT

This contract is between Clackamas County acting by and through its Health, Housing, and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY", and CODA, INC., hereinafter called "CONTRACTOR".

## I. SCOPE OF SERVICES

### A. CONTRACTOR agrees to accomplish the following work under this contract:

1. Implement a two-year pilot housing assistance and services program for Clackamas County residents in alcohol and drug recovery. CONTRACTOR will support the substance abuse treatment and early recovery efforts of the participants while also focusing on participants becoming self-sufficient and obtaining permanent housing placements. The target population for this program is individuals participating in alcohol and drug recovery at or below 50% Median Family Income (according to 2011 HUD data), homeless, or at risk of homelessness.

Participants in the program are expected to have completed a detoxification program and are required to be fully engaged in alcohol and drug treatment in order to access housing assistance. The program has three main components: substance abuse recovery, finding and retaining permanent housing and increasing income by connecting people with benefits and/or employment options.

2. Assist program participants in finding and retaining permanent housing. On an annual basis, \$125,000 may be used toward housing program participants. These funds can be used for, but is not limited to, moving costs, rent assistance, application fees, deposits, and paying off previous debts. Each participant can access a maximum of \$2,500 while they are participating in the two-year pilot program.
3. Develop partnerships with landlords and housing providers to help program participants stay housed. This includes responding to landlord requests for assistance within 24 to 48 hours and attending meetings necessary to mediate lease violations. CONTRACTOR staff must be prepared to address any concern landlords may have. Strategies for addressing these concerns can include paying for criminal background checks and credit reports, obtaining letters of support from drug counselors or probation/parole officers, and documenting income.

### B. CONTRACTOR will provide case management as follows:

1. Case management loads must be no more than 1:25 Case Manager to Program Participant.
2. With emphasis on housing retention and based on best practices, meet more often with program participants prior to move-in and during the first 3 months of their housing placement to help with increased housing retention. Case Managers will be expected to review lease responsibilities with program participants and help participants adjust to what those responsibilities are. Case Managers are required to meet with program participants at least once a month in their residence to assess the participant's stability in their new housing.
3. Provide linkage to needed outpatient alcohol and drug recovery services.
4. Assist participants in applying to and for entitlement programs.
5. Link participants to employment options.

### C. Six months after program participants have completed the program CONTRACTOR will conduct post-program surveys/interviews. The following information will be asked in the post-program survey/interview:

- How long has program participant maintained sobriety?

- At any time during the program, has program participant been involved in criminal activity?
  - Is program participant currently housed? Does program participant anticipate they will remain housed?
  - Has program participant been connected with entitlements? Which ones?
  - Is program participant currently employed and/or increased their income since participating in the program?
- D. CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the CONTRACTOR acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CONTRACTOR and CONTRACTOR's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of client records or other client identifying information.
- E. Services required under the terms of this agreement shall commence **upon signature**. This agreement shall terminate **February 28, 2014**.

**II. COMPENSATION AND RECORDS**

- A. Compensation: COUNTY shall compensate CONTRACTOR for satisfactorily performing the services identified in Section I as follows:

CONTRACTOR shall submit a monthly invoice for services provided in the previous month. The invoice will include detailed CONTRACTOR cost for reimbursement.

The total payment to CONTRACTOR shall not exceed **\$593,196** (\$296,598 per year).

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

- B. Method of Payment: To receive payment, CONTRACTOR shall submit invoices and accompanying progress reports as follows:

CONTRACTOR shall submit an invoice by the tenth day of the month following that in which service was performed. A sample invoice is included as Exhibit 1. Invoices shall be submitted to:

Clackamas County Office of Business Services  
Attn: Accounts Payable  
2051 Kaen Road, # 367  
Oregon City, Oregon 97045

Within thirty (30) days after receipt of the invoice, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount invoiced to CONTRACTOR.

- C. Reporting Requirements. CONTRACTOR shall submit reports per the following schedule:

The initial period through August 31, 2012	Due September 20, 2012
September 1, 2012 through February 28, 2013	Due March 20, 2013
March 1, 2013 through August 31, 2013	Due September 20, 2013
September 1, 2013 through February 28, 2014	Due March 20, 2014

Reports shall include:

- Number of individuals who have stayed in the program
- Number of individuals clean and sober
- Number of individuals who have not entered in to criminal activity
- Number of individuals who have remained housed
- Number of individual who have connected with entitlements
- Number of individuals who have found employment and/or increased their income.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should CONTRACTOR fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

- D. Record and Fiscal Control System: All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of five (5) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- E. Access to Records: The COUNTY, the State of Oregon, and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcripts.

If an audit discloses that payments to CONTRACTOR were in excess of the amount to which the CONTRACTOR was entitled, then CONTRACTOR shall repay the amount of the excess to COUNTY.

### III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations: CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this contract.
- B. Special Federal Requirements: Common rule restricts lobbying. See Volume 55, No. 38 of Federal Register, February 1990.
- C. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of the COUNTY, State, or Federal Government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the CONTRACTOR.

### IV. GENERAL CONDITIONS

- A. Indemnity: CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, its officers, commissioners and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of CONTRACTOR and CONTRACTOR's officers, agents and employees, in performance of this contract.

- B. Insurance: During the term of this contract, CONTRACTOR shall maintain in force at its own expense, each insurance noted below:

1. **Commercial General Liability**

Required by COUNTY

Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

2. **Commercial Automobile Liability**

Required by COUNTY

Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

3. **Professional Liability**

Required by COUNTY

Not required by COUNTY

CONTRACTOR agrees to furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

4. **Additional Insured Provisions**

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

5. **Notice of Cancellation**

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 days notice of cancellation provision shall be physically endorsed on to the policy.

6. **Insurance Carrier Rating**

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

**7. Certificates of Insurance**

As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

**8. Independent Contractor Status**

The service or services to be rendered under this contract are those of an independent contractor. CONTRACTOR is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265.

**9. Primary Coverage Clarification**

CONTRACTOR's coverage will be primary in the event of a loss.

**10. Cross-Liability Clause**

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the contract.

C. Amendments: The terms of this contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY.

D. Termination: This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.

1. COUNTY may terminate this contract effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

- a. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
- c. If any license or certificate required by law or regulation to be held by the CONTRACTOR to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this contract.
- e. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

2. COUNTY by written notice of default (including breach of contract) to CONTRACTOR may terminate the whole or any part of this agreement:

- a. If CONTRACTOR fails to provide services called for by this contract within the time specified herein or any extension thereof; or



- b. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.
  - c. If CONTRACTOR fails to provide services, outcomes, or reports as specified by COUNTY in this contract.
  - d. The rights and remedies of COUNTY provided in the above clause related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- E. Oregon Public Contracting Provisions and Constitutional Limitations: Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:
- 1. CONTRACTOR shall:
    - a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the prosecution of the work provided for in this contract.
    - b. Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this agreement.
    - c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
    - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - 2. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of this agreement.
  - 3. Employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.
  - 4. CONTRACTOR shall promptly, as due, make payment to any person, partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for the services and all moneys and sums that CONTRACTOR collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
  - 5. CONTRACTOR, if it is an employer of one or more workers subject to workers compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
  - 6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**CODA, INC.**

*Professional, Technical, and Consultant Service Contract*

Page 7 of 14

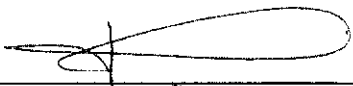
- F. **Future Support:** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this contract.
- G. **Ownership of Work Product:** All work products of CONTRACTOR which result from this contract are the exclusive property of COUNTY.
- H. **Integration:** This contract contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

This contract consists of four (4) sections plus the following exhibit which by this reference is incorporated herein:

Exhibit A	Invoice Template
Exhibit B	Financial Transactions and Audit Requirements
Exhibit C	Subrecipient Terms and Conditions

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

**CODA, INC.**

By:   
\_\_\_\_\_  
Timothy Hartnett, Executive Director  
Date 2/22/12  
\_\_\_\_\_  
1027 E Burnside Avenue  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
Portland, Oregon 97214  
\_\_\_\_\_  
City/State/Zip  
\_\_\_\_\_  
(503)239-8400 x 343 / (503)239-8406  
\_\_\_\_\_  
Phone Number / Fax

**CLACKAMAS COUNTY**

Commissioner: Charlotte Lehan, Chair  
Commissioner: Jim Bernard  
Commissioner: Jamie Damon  
Commissioner: Ann Liningier  
Commissioner: Paul Savas

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Cindy Becker, Director  
Health, Housing, and Human Services Department

\_\_\_\_\_  
Date

March 8, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of a Residential Treatment Services Agreement with  
ColumbiaCare Services, Inc. for Community Mental Health Provider Services**

Clackamas County Behavioral Health Division of the Health, Housing & Human Services Department (H3S) requests the approval of a Residential Treatment Services Agreement with ColumbiaCare Services, Inc. for Community Mental Health Provider Services.

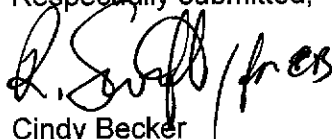
The contractor provides mental health residential treatment services to Clackamas County residents. This contractor was chosen through a competitive bid process.

The agreement has no upper limit. The agreement is funded with the Division's Oregon Health Authority 2011-2013 Community Mental Health Provider (CMHP) funds; no County General Funds are involved. County Counsel has reviewed and approved this contract as part of the H3S contract standardization project. The contract is effective upon signature and terminates on December 31, 2012.

**Recommendation**

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

Respectfully submitted,



Cindy Becker  
Director

For information on this issue or copies of attachments,  
please contact Emily M. Zwetzig/H3S-Office of Business Services at (503)742-5318.

## RESIDENTIAL TREATMENT SERVICES AGREEMENT

This Residential Treatment Services Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and COLUMBIA CARE SERVICES, INC., hereinafter called "AGENCY."

### AGREEMENT

#### 1.0 Engagement

COUNTY hereby engages AGENCY to provide services as described in Exhibit C, Scope of Work, attached hereto and incorporated herein. This Agreement sets forth the terms under which AGENCY will contract with COUNTY to provide residential treatment services to Clients.

#### 2.0 Term

Services provided under the terms of this Agreement shall commence upon the Effective Date. The Effective Date shall be the first day of the month following that in which the Agreement has been fully executed and all signatures have been acquired. This agreement shall terminate December 31, 2012 unless terminated by one or both parties as provided for below. This Agreement may be renewed annually and amended by mutual consent of both parties.

#### 3.0 Compensation and Fiscal Records

3.1 Compensation. Oregon Health Authority or COUNTY shall compensate AGENCY as specified in Exhibit B, Compensation and Payment. 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.

3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this Agreement, should AGENCY fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until AGENCY performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.

3.3 Financial Records. AGENCY and its subcontractors shall maintain complete and legible financial records pertinent to authorized Covered Services delivered and payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines such as outlined in Office of Management and Budget circulars A-87, A-122 and A-133. Financial records and supporting documents shall be retained for at least five (5) years after final payment is made under this Agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, AGENCY shall repay the amount of the excess to COUNTY.

#### 4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations. AGENCY shall comply with all Federal, State, local laws and ordinances applicable to the work to be done under this Agreement.

4.2 Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from COUNTY.

4.3 Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of COUNTY, State, or Federal Government as those terms are used in ORS 30.265.

Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

4.4 Workers' Compensation. AGENCY certifies that it is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement.

## 5.0 General Conditions

5.1 Indemnification. AGENCY agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of AGENCY, and AGENCY's officers, agents, and employees, in performance of this Agreement.

AGENCY shall defend, save, hold harmless and indemnify the State of Oregon, AMH/SPD and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of AGENCY, or its agents or employees under this Agreement.

If AGENCY is a public body, AGENCY's liability under this Agreement is subject to the limitations of the Oregon Tort Claims Act.

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

### 5.2.1 Commercial General Liability

Required by COUNTY       Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

### 5.2.2 Commercial Automobile Liability

Required by COUNTY       Not required by COUNTY

AGENCY shall also obtain at AGENCY's expense, and keep in effect during the term of the Agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

### 5.2.3 Professional Liability

Required by COUNTY       Not required by COUNTY

AGENCY agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of

negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

5.2.4 Additional Insured Provisions. The insurance, other than the professional liability insurance, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its commissioners, agents, officers, and employees" as an additional insured.

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

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

5.2.7 Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, AGENCY shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. The certificate will specify that all insurance-related provisions within this Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

5.2.8 Primary Coverage Clarification. AGENCY's coverage will be primary in the event of a loss.

5.2.9 Cross Liability Clause. A cross-liability or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this Agreement.

5.3 Controlling State Law. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any action or suit involving this Agreement shall be filed and tried within the Circuit Court for Clackamas County, State of Oregon. Provided however, that if any such action may only be brought in a federal forum, it shall be brought and conducted exclusively within the U.S. District Court, for the District of Oregon.

5.4 Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.

5.5 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 or 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.

5.6 Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this Agreement.

5.8 Oregon Constitutional Limitations. 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 provision herein, which would conflict with such law, is deemed inoperative to that extent.

5.9 Public Contracting Requirements. Pursuant to the requirements of ORS 279B-020 and ORS 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

5.9.1 AGENCY shall:

- a. Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the performance of the work provided for in this Agreement.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in performance of this Agreement.
- c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

5.9.3 AGENCY shall pay employees at least time and a half for all overtime work performed under this Agreement in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

5.9.4 AGENCY shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all monies and sums that AGENCY collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5.9.5 All employers working under this Agreement are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

5.10 Integration. This Agreement contains the entire agreement between COUNTY and AGENCY and supersedes all prior written or oral discussions or agreements.

## 6.0 Termination

6.1 Termination Without Cause. This Agreement may be terminated by mutual consent of both parties, or by either party, upon ninety (90) days' notice, in writing or delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY may terminate this Agreement effective upon delivery of written notice to AGENCY, or at such later date as may be established by COUNTY, under any of the following conditions:

6.2.1 The terms of the 2011-13 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the Oregon Health Authority are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding authorized by this Agreement.

6.2.2 The termination, suspension or expiration of the 2011-13 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the Oregon Health Authority.

6.2.3 If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Agreement may be modified to accommodate a reduction in funds.

6.2.4 If the COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of consumers, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of AGENCY, or the lapse relinquishment, suspension, expiration, cancellation or termination of AGENCY's insurance as required in this Agreement.

6.2.6 AGENCY's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage AGENCY's affairs, or the judicial declaration that AGENCY is insolvent.

6.2.7 If AGENCY fails to perform any of the other provisions of this Agreement, or fails to pursue the work of this Agreement in accordance with its terms, and after written notice from the COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.

6.3 Notice of Default. COUNTY may also issue a written notice of default (including breach of contract) to AGENCY and terminate the whole or any part of this Agreement if AGENCY substantially fails to perform the specific provisions of Agreement. The rights and remedies of COUNTY related to default (including breach of contract) by AGENCY shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6.4 Transition. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. AGENCY and COUNTY shall continue to perform all duties and obligations under this Agreement to the date of termination.



**7.0 Notices**

If to AGENCY:

ColumbiaCare Services, Inc.  
3587 Heathrow Way  
Medford, OR 97504

If to COUNTY:


Clackamas County Behavioral Health Division  
Attention: Contract Administration  
2051 Kaen Road, Suite 367  
Oregon City, OR 97045

This Agreement consists of seven (7) sections plus the following attachments which by this reference are incorporated herein:

- Exhibit A Definitions
- Exhibit B Compensation and Payment
- Exhibit C Scope of Work
- Exhibit D Performance Standards
- Exhibit E Compliance with Applicable Law
- Attachment 1 FY 2012 Rate Chart Consolidated by Provider Report

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

**COLUMBIA CARE SERVICES, INC.**

By:   
\_\_\_\_\_  
Robert Beckett, Executive Director  
2-18-12

Date \_\_\_\_\_  
3587 Heathrow Way  
Street Address \_\_\_\_\_  
Medford, Oregon 97504  
City/State/Zip \_\_\_\_\_  
(541)858-8170 (541)858-8167  
Phone / Fax

**CLACKAMAS COUNTY**

- Commissioner: Charlotte Lehan, Chair
- Commissioner: Jim Bernard
- Commissioner: Jamie Damon
- Commissioner: Ann Lininger
- Commissioner: Paul Savas

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Cindy Becker, Director  
Health, Housing and Human Services  
\_\_\_\_\_  
Date

S:\Admin\CONTRACTS\WHO\Expense\ColumbiaCare Services, Inc\Residential Services\2012-12-31RSAcontract.docx

March 8, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

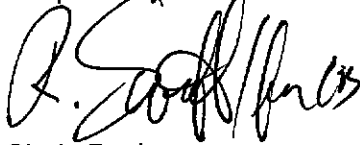
**Board Order # \_\_\_\_\_ Approval of Mental Health Director's Designee  
to Authorize a Custody Hold Under ORS 426.233**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of the Designation of Tina Amaral, MA, by the Clackamas County Behavioral Health Director as an additional qualified mental health professional authorized under ORS 426.233 (copy attached) to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division.

**Recommendation**

Staff recommends the Board approve the attached Board Order of Tina Amaral, MA, as an additional qualified mental health professional authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,



Cindy Becker  
Director

For more information on this issue or copies of attachments,  
please contact Teri Beemer at 503 655-8356

*Healthy Families. Strong Communities.*

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

In the Matter of the Designation of Tina  
Amaral, MA, as Mental Health Director  
Designee to Direct Peace Officer  
Custody Holds



ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Cindy Becker, Director of Health, Housing & Human Services Department, has recommended to this Board the approval of Tina Amaral, MA, as an additional designee of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

This Board finds that it would be in the best interest of Clackamas County to approve said designation,

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of Tina Amaral, MA, as an additional qualified mental health professional authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 8th day of March, 2012.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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

4

March 8, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval to apply for the U.S. Department of Justice, Office of Justice Programs,  
Bureau of Justice Assistance FY12 Adult Drug Court Discretionary Grant Program**

The Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing and Human Services Department in collaboration and partnership with the Clackamas County Adult Drug Court requests the approval to apply for the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) FY12 Adult Drug Court Discretionary Grant Program.

BJA is accepting applications for FY 2012 grants to establish new drug courts or enhance existing drug court services, coordination, and offender management and recovery support services. The purpose of the Adult Drug Court Discretionary Grant Program (42 U.S.C. 3797u et seq.) is to provide financial and technical assistance to states, state courts, local courts, units of local government, and Indian tribal governments to develop and implement drug courts that effectively integrate evidenced-based substance abuse treatment, mandatory drug testing, sanctions and incentives, and transitional services in a judicially supervised court setting with jurisdiction over substance-abusing offenders. If awarded, these grant funds will be used to expand the Clackamas County Circuit Court's existing Adult Drug Court Program.

The potential grant award is for the amount of \$200,000. BJA requires 25% non-federal match requirement. The Clackamas County Adult Drug Court is applying for these match funds through an Oregon Judicial Department (OJD) Request for Funding. No County General Funds are involved. The project period will run for 24 months from October 1, 2012 through September 30, 2014.

**Recommendation**

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

Respectfully submitted,



Cindy Becker  
Director

For information on this issue or copies of attachments,  
please contact Emily M. Zwetzig/H3S Office of Business Services at (503)742-5318.



7 COPY

CAMPBELL M. GILMOUR  
DIRECTOR

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**DEVELOPMENT SERVICES BUILDING**

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

March 8, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

**EMERGENCY DECLARATION FOR  
BEAR CREEK/BARNARDS ROAD CULVERT REPLACEMENT**

The Bear Creek/Barnards Road culvert was irreparably damaged during a January 2012 rain event. The force of the water collapsed the culvert, which in turn caused the creek to overtop the road, scouring away material that had supported both the road bed and the culvert. The collapse required closing the road and the immediate removal of the existing culvert to avoid damaging surrounding properties and minimizing additional damage to the existing roadway.

The reconstruction will consist of replacing the culvert with an aluminum multi-plate arch culvert. The new culvert will be sized approximately one foot larger in diameter than the damaged culvert at 13' 11" wide by 9' 5" high. The larger sized culvert will meet current fish passage requirements and the aluminum construction will resist corrosion from the slightly acidic surrounding soils. Reimbursement from the Federal Highway Administration will be sought for this emergency repair work.

Barnards Road is classified as a Rural Minor Arterial. Bear Creek has both federally and state endangered Coho Salmon and threatened Steelhead Trout. The work will be performed under existing Army Corps of Engineers and Oregon Division of State Lands' maintenance exemption permits.

**RECOMMENDATION:**

Staff requests the Board of County Commissioners declare the Bear Creek/Barnards Road Culvert Replacement an emergency to support both expedited site access and the permit application process with federal and state environmental agencies. Declaring an emergency will assist in expediting construction allowing the County to reopen its arterial system to re-establish safer traffic connections. Clackamas County Road Maintenance crews will complete the proposed repair.

Respectfully submitted,

Mike Bezner, PE  
Transportation Engineering Manager

For more information on this issue or copies of attachments  
Please contact Joel Howie at (503) 742-4658



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

In the Matter of Declaring an  
Emergency to Allow Permit  
Application and Repair of  
Bear Creek/Barnards Road  
(County Road No. 42035) Culvert



Order No.

This matter coming regularly before the Board of County Commissioners, and it appearing that the Bear Creek/Barnards Road culvert was irreparably damaged during a January 2012 storm event; and,

It further appearing that the road was closed, the existing culvert removed and a detour established that results in out of direction travel for the public; and,

It further appearing that a declaration will enable expedited site access for the emergency culvert replacement; and,

It further appearing that this declaration will support permit application for emergency repair with federal and state environmental agencies; and,

It further appearing that it is in the best interest of the County to approve this emergency declaration to ensure the health and safety of the Residents of the County; now, therefore,

**IT IS HEREBY ORDERED** that the culvert removal described above constitutes a threat to public health and safety, and requires immediate replacement.

DATED this 8th day of March, 2012.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

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

**Thursday, February 9, 2012 – 10:00 AM**

**Public Services Building - 2051 Kaen Road, Oregon City, OR 97045**

- PRESENT:**
- Commissioner Charlotte Lehan**
  - Commissioner Jim Bernard**
  - Commissioner Ann Lininger**
  - Commissioner Paul Savas**
  - Commissioner Jamie Damon**

***~Pledge of Allegiance~***

**I. READING AND ADOPTION OF PREVIOUSLY APPROVED ZDO ORDINANCE** *(No public testimony on this item)*

1. ZDO-232 - SE 172<sup>nd</sup> Ave. /190<sup>th</sup> Drive Corridor Management Plan - Rhett Tatum, County Counsel stated this previously approved ZDO amendment came before the Board at the January 19, 2012 Public Hearing. Planning staff is available if you have any technical questions.

Chair Lehan asked for a motion to read ZDO-232 by title only.

**MOTION:**

Commissioner Bernard: I move we read Zoning and Development Ordinance No. 232 by title only.

Commissioner Lininger: Second.

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – all those opposed: - The Ayes have it and the motion is approved. She asked the Clerk to read the Ordinance by title only. She then asked for a motion to adopt the ordinance.

**MOTION:**

Commissioner Bernard: I move we adopt Zoning and Development Ordinance No. 232 amending the chapter 5 of the Clackamas County Comprehensive Plan and section 200 and 1007 of the Clackamas County Zoning and Development Ordinance as previously approved at the January 19, 2012 Public Hearing.

Commissioner Damon: Second.

***~Board Discussion~***

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – all those opposed: - The Ayes have it and the motion is approved.

**II. PREVIOUSLY APPROVED LAND USE BOARD ORDER** *(No public testimony on this item)*

1. Board Order No. **2012-12** Comprehensive Plan Amendment and Zone Change for Pacific Rock Products - Rhett Tatum, County Counsel this previously approved Land Use issue came before the Board at the January 11, 2012 Land Use Hearing. Planning staff is available if you have any technical questions.

Chair Lehan asked for a motion.

**MOTION:**

Commissioner Damon: I move we adopt the Board Order for the Comprehensive Plan Amendment and Zone Change for Pacific Rock Products as previously approved at the January 11, 2012 Land Use Hearing.

Commissioner Bernard: Second.

*~Board Discussion~*

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – all those opposed: - The Ayes have it and the motion is approved.

**III. PRESENTATION**

1. Recognition of Winners of the Youth Media Contest from the Open Minds Open Doors Campaign

Cindy Becker, Director of Health Housing and Human Services presented the staff report. She introduced Gretchen Landgraf, Health, Housing and Human Services who was the lead on this campaign. Cindy introduced the winners, and Gretchen passed out the awards.

*~Board Discussion~*

Chair Lehan and Commissioner Lininger were excused to greet and meet the winners at a reception across the hall – Chair Lehan handed the gavel to Commissioner Bernard to proceed with the meeting.

**IV. DISCUSSION ITEMS**

*~NO DISCUSSION ITEMS SCHEDULED*

**V. CITIZEN COMMUNICATION**

1. Vickie Baker, 37668 W. Nowhere Bridge Road, Molalla – issue with a lot line adjustment on her property – submitted a letter  
Vice Chair Bernard stated we will look into this issue.
2. Les Poole, Milwaukie – light rail petition – he submitted a LUBA appeal for bridge over Kellogg Lake.
3. Yvonne Lazarus, Milwaukie - vote on light rail.
4. Eugene Schoenheit, Milwaukie – asked about the Park Ave. station plan.
5. Libby Wentz, Gladstone – attended the JPACT meeting today.
6. Mack Woods, Canby – questioning how money is being spent.



*Commissioner Lininger returns*

## **VI. CONSENT AGENDA**

Vice Chair Bernard asked the Clerk to read the Consent Agenda by title, and then asked for a motion.

### **MOTION:**

Commissioner Damon: I move we approve the Consent Agenda.

Commissioner Lininger: Second.

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Vice Chair Bernard: Aye.

Vice Chair Bernard – all those opposed: - The Ayes have it and the motion is approved.

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

1. Approval of a Professional, Technical and Consultant Service Contract with Cascadia Behavioral Healthcare for the Mental Health Promotion Program - BH

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

1. Board Order No. **2012-13** Adopting the Vacation of Tract A and Adjoining Public Strip (a Public Road) in Wilsonville Heights Plat No. 1361

### **C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – bcc

### **D. Technology Services**

1. Approval of the ORMAP Intergovernmental Agreement Contract #2876 with the State of Oregon Department of Revenue

*Chair Lehan returns to the meeting*

## **VII. COMMISSIONERS COMMUNICATION**

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

Chair Lehan adjourned the meeting today in memory of Gail Achterman, Chair of Oregon Transportation Commission who passed away.

## **MEETING ADJOURNED – 11:04 AM**

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

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



9  
Dana S. Robinson  
Director

**DEPARTMENT OF EMERGENCY MANAGEMENT**

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

March 8, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**APPROVAL OF A LOCAL GRANT AGREEMENT WITH  
BORING, COLTON, ESTACADA, MOLALLA AND SANDY FIRE DISTRICTS, CITY OF LAKE OSWEGO  
FOR THE FY 2009 URBAN AREA SECURITY INITIATIVE GRANT**

The Emergency Management Department requests your approval and signature on a Local Grant Agreement between Clackamas County and the sponsored agencies, Boring, Colton, Estacada, Molalla and Sandy Fire Districts, City of Lake Oswego for the FY 2009 Urban Area Security Initiative (UASI) Grant. Clackamas County Emergency Management is the sponsoring agency for other county jurisdictions that benefit from Urban Area Security Initiative grants.

Clackamas County agencies have been awarded \$448,135 (with an earlier award of \$126,641, bringing the grant award total to \$574,776) through the FY 2009 UASI Grant to procure equipment to enhance emergency response capability in the Urban Area. The FY 2009 UASI grant provides funding for the following interoperable communications, emergency power and mass fatality response related projects:

Boring, Colton, Estacada, Molalla and Sandy Fire Districts-\$68,250 for VHF radio communications equipment.

City of Lake Oswego Public Works-\$90,000 for an emergency backup generator for water treatment systems.

Clackamas County Medical Examiner's Office- \$26,405 for Mass Fatality Response Team equipment.


Clackamas County Amateur Radio -\$3,480 for a portable generator.

On July 1, 2010, the Clackamas County Board of Commissioners approved Amendment #5 to the Intergovernmental Agreement between Clackamas County and the City of Portland regarding purchases and reimbursements made according to the UASI Grant awarded for FY 2009. All of the identified equipment will be available to the Urban Area for response to natural or manmade disasters. County Counsel has approved this agreement as to form.

**RECOMMENDATION**

The Emergency Management Department recommends approval of the Local Grant Agreements for the FY 2009 Urban Area Security Initiative Grant.

Respectfully Submitted,

  
Dana Robinson  
Director

For information on this issue or copies of attachments please contact Dana Robinson at (503)655-8371



WATER ENVIRONMENT SERVICES

Beyond clean water.

Water Quality Protection  
Surface Water Management  
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.  
Director

March 8, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

ACCEPTANCE OF EASEMENT ON BEHALF OF  
TRI-CITY SERVICE DISTRICT FOR THE  
HOLLY LANE CULVERT REPLACEMENT

The attached culvert, slope and access easement has been acquired for the Holly Lane Culvert Replacement project and will benefit properties located in the Tri-City Service District.

NAME	TAXLOT	COST
James L. and Bethelyn M. Garvison	22E33A03000	Donated

The easement, which is described in the attached Exhibits "A" and "B", has been prepared to comply with state statutes and allowed the District to proceed with the project. District Counsel has reviewed the easement as to form.

RECOMMENDATION

Staff respectfully recommends that the Board of County Commissioners accept the attached easement as submitted, and approve said easement being recorded free of charge and originals returned to Tri-City Service District.

Sincerely,

Michael S. Kuenzi  
Director

For information on this issue or copies of attachments, please contact Trista Crase, 503-742-4566

Serving Clackamas County, Gladstone, Happy Valley, Johnson City, Milwaukie, Oregon City, Rivergrove and West Linn.  
150 Beaver Creek Road, Oregon City, Oregon 97045 Telephone: (503) 742-4567 Facsimile: (503) 742-4565

[www.clackamas.us/wes/](http://www.clackamas.us/wes/)

After recording, return to:  
Clackamas County Tri-City Service District  
150 S. Beaver Creek Road, Suite 430  
Oregon City, OR 97045



Reserve this area for recording stamp

Accepted By Clackamas County  
Agenda Date & Number: \_\_\_\_\_  
OR  
Board Order Number: \_\_\_\_\_

**PERMANENT CULVERT SLOPE AND ACCESS EASEMENT  
TRI-CITY SERVICE DISTRICT**

KNOW ALL PERSONS BY THESE PRESENTS, THAT James L. Garvison, Jr. and Bethelyn M. Garvison, (Grantor), hereby grants, bargains, sells and conveys to Tri-City Service District, a county service district organized under Chapter 451 ("District"), its heirs, successors and assigns, (Grantee), a permanent right and easement for the construction, reconstruction, upgrade, replacement, repair and maintenance of a culvert, and free access to all slopes of cuts or fills and inspection of slopes and related appurtenances, in, under, upon, and across Grantor's real property located in Clackamas County, State of Oregon, and more particularly described as follows:

**Tax Lot # 22E33A 03000**

See Exhibit "A" for legal description of permanent easement.  
See Exhibit "B" for map of permanent easement.

Grantee shall have the right to enter upon this real property for the purposes described in this document. Grantee may remove trees, shrubs, brush, paving or other materials within the easement area whenever necessary to accomplish these purposes. It is also agreed by all parties that after this initial construction is completed, the slope easement boundaries will be revised to match the actual area covered by the new improvements and the remaining area within this currently described easement will become strictly an access easement. This revised easement will replace the Exhibit A and Exhibit B in this document before final recording. Grantor will initial the final Exhibit A and Exhibit B to acknowledge the final area covered by this slope and access easement.

Grantor, Grantor's heirs, successors, assigns or representatives, shall not construct or maintain any building or other structures upon the above described real property without prior written approval from the District. In addition, Grantor, Grantor's heirs, successors, assigns or representatives shall not alter the configuration of the material forming the slope, including alteration by addition or removal of material, without prior written approval from the District.

This easement does not obligate the public or Grantee to replace landscaping, fencing, shrubs or trees that may be placed within the easement area in the future, and which interferes with Grantee's use of the easement area for the purposes described in this document. Grantee will stabilize and reseed the slope following any work in the easement area. Grantee agrees to repair any damage to the property caused by Grantee's incidental use of the land outside the easement area and return such area to a similar condition consistent with use and site conditions. It is understood and agreed that the District, shall never be required to remove the dirt or other materials placed by it upon said property.

Grantor hereby covenants to and with Grantee, its successors and assigns, that Grantor is the owner of the property which is free from all encumbrances except for easements, mortgages, conditions and restrictions of record and will warrant and defend the rights herein granted from all lawful claims whatsoever, except as stated in this document.

The true consideration for this conveyance is zero DOLLARS and NO/100 (\$0.00).

Statutory Land Use Disclaimer: Before signing or accepting this instrument, the person transferring the property interest should inquire about the person's rights, if any, under ORS 195.300, 195.301, and 195.305 to 195.336, and sections 5 to 11, Chapter 424, Oregon Laws 2007. This instrument does not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring the property interest to the property should check with the appropriate city or county planning department to verify that the unit of land being transferred is a lawfully established lot or parcel, as defined in ORS 92.010 or 215.010, to verify the approved uses of the lot or parcel, to determine any limits on lawsuits against farming or forest practices, as defined in ORS 30.930, and to inquire about the rights of neighboring property owners, if any, under ORS 195.300, 195.301, and 195.305 to 195.336 and sections 5 to 11, Chapter 424, Oregon Laws 2007.

In witness whereof, the above named Grantor has hereunto set Grantor's hand to this document on this 8 day of Feb. 2012.

Jill Garrison  
Printed Name

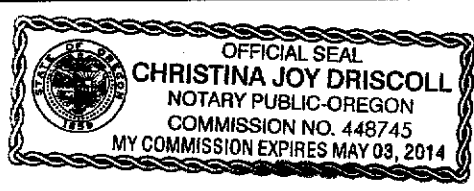
[Signature]  
Signature

Bethelyn M. Garrison  
Printed Name

[Signature]  
Signature

STATE OF OREGON )  
County of Clackamas ) ss.

This instrument was signed and attested before me this 8 day of Feb 2012,  
by James Garrison and Bethelyn Garrison



[Signature]  
Notary Public for State of Oregon  
My Commission Expires: May 3, 2014



*Beyond* clean water.

March 8, 2012

Water Quality Protection  
Surface Water Management  
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.  
Director

Board of Commissioners  
Clackamas County

Members of the Board:

APPROVAL OF A RETAINER AGREEMENT BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, TRI-CITY SERVICE DISTRICT, AND RICHWINE ENVIRONMENTAL, INC. FOR CONSULTANT SERVICES

Clackamas County Service District No. 1 and Tri-City Service District (together, the Districts) previously contracted with Richwine Environmental on several projects, including the construction of the Tri-City treatment facility and Phase 1 expansion. Richwine Environmental has decades of experience in environmental engineering, specializing in providing professional facilities engineering and operation services in water and wastewater treatment and has provided extensive support of staff efforts during the past. Mr. Richwine is currently being utilized by both districts to provide the technical support formerly provided by the WES Chief Engineer prior to its current vacancy. During his last contract, Mr. Richwine identified a creative solution to a DEQ mandate that resulted in approximately \$2.5 million in savings for the Tri-City District.

As a result of this successful partnership, the Districts would like to retain Richwine Environmental's consulting services for upcoming engineering projects and operational review. The Districts and Richwine Environmental have agreed to the proposed retainer agreement, which outlines the respective obligations of each party.

District counsel has reviewed the agreement as to form.

RECOMMENDATION

Staff respectfully recommends that the Board approve the attached Retainer Agreement between Clackamas County Service District No. 1, Tri-City Service District, and Richwine Environmental, Inc.

Sincerely,

Michael S. Kuenzi  
Director

For information on this issue or copies of attachments, please contact Trista Crase at 503-742-4566.

Serving Clackamas County, Gladstone, Happy Valley, Johnson City, Milwaukie, Oregon City, Rivergrove and West Linn.  
150 Beaver Creek Road, Oregon City, Oregon 97045 Telephone: (503) 742-4567 Facsimile: (503) 742-4565

[www.clackamas.us/wes/](http://www.clackamas.us/wes/)

**RETAINER AGREEMENT FOR  
CONSULTANT SERVICES  
TO  
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 AND TRI-CITY SERVICE  
DISTRICT**

THIS RETAINER AGREEMENT TO FURNISH CONSULTANT SERVICES (this "Agreement"), made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2012 by and between CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, and TRI-CITY SERVICE DISTRICT, each a county service district formed under Oregon Revised Statutes ("ORS") 451 (together, the "DISTRICT"), and RICHWINE ENVIRONMENTAL, INC., an Oregon corporation (the "CONSULTANT").

**RECITALS**

WHEREAS, CONSULTANT has developed a strong familiarity with the business, plans and goals of the DISTRICT during the course of prior engagements; and

WHEREAS, DISTRICT desires to have CONSULTANT utilize this expertise for its benefit on an ongoing basis; and

WHEREAS, the most cost-effective arrangement to do so is to place CONSULTANT on retainer for consistent engagement and utilization by the DISTRICT; and

WHEREAS, CONSULTANT is willing to provide services on this basis;

NOW, THEREFORE, the DISTRICT and the CONSULTANT for the considerations hereinafter set forth agree as follows:

**ARTICLE 1 - SERVICES OF THE CONSULTANT**

The CONSULTANT agrees to perform, in accordance with applicable District, local, state and federal laws, statutes, ordinances, rules and regulations, professional services from time to time as directed by the DISTRICT (the "Services").

**ARTICLE 2 - DISTRICT'S RESPONSIBILITIES**

The DISTRICT will provide adequate information to the CONSULTANT regarding the DISTRICT's requirements for requested services. District will provide office space for CONSULTANT when on-site at DISTRICT facilities.

**ARTICLE 3 - CONSULTANT'S RESPONSIBILITIES**

**3.1** The CONSULTANT agrees to complete the Services as requested by the DISTRICT to the best of its abilities.

**3.2 Standards of Performance.** The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the generally accepted care and skill ordinarily used by a competent member of CONSULTANT's profession in effect at the time CONSULTANT's services are performed.

**3.3 CONSULTANT's Project Manager.** The CONSULTANT shall assign personnel to do the work as necessary in its professional judgment.

#### **ARTICLE 4 – DISTRICT'S PROJECT MANAGER**

The DISTRICT's Project Manager is authorized to approve work and billings hereunder, approve subconsultants, give notices referred to herein, terminate this Agreement as provided herein and carry out any other DISTRICT actions referred to herein. The DISTRICT's Project Manager shall be Michael S. Kuenzi or his designee.

#### **ARTICLE 5 - PAYMENTS TO CONSULTANT**

In accordance with the terms and conditions of this Agreement, the DISTRICT shall compensate the CONSULTANT as follows:

##### **5.1 Compensation**

The DISTRICT shall pay CONSULTANT a flat retainage fee based on the hours allocated to service. The DISTRICT and CONSULTANT have agreed to a commitment of CONSULTANT's time as set forth in the terms of compensation:

5.1.1 From March 1, 2012 until June 30, 2013, a retainage fee of Twelve Thousand and no/100 Dollars (\$12,000.00) per month representing a commitment of approximately 80 hours per month during that time.

##### **5.2 Billing and Payment Procedure**

The CONSULTANT will provide monthly invoices to the DISTRICT in the amount of \$12,000. Each invoice shall summarize work performed during the preceding month. The CONSULTANT shall maintain detailed records to support these charges and such records shall be available to the DISTRICT for audit and copying. The DISTRICT shall pay monthly payments to the CONSULTANT within 30 days of the DISTRICT's receipt of the CONSULTANT's monthly statement.

**5.3 Expenses Reimbursement.** CONSULTANT shall be responsible for expenses relating to the provision of services; provided, however, that DISTRICT shall reimburse CONSULTANT for mileage related to the purposes of this Agreement as recorded and included in the monthly invoice.



## **ARTICLE 6 - GENERAL CONDITIONS**

### **6.1 Early Termination of Agreement**

- 6.1.1 The DISTRICT and the CONSULTANT, by mutual written agreement, may terminate this Agreement at any time.
- 6.1.2 The DISTRICT, on thirty (30) days' prior written notice to the CONSULTANT, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- 6.1.3 Either the DISTRICT or the CONSULTANT may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving a written notice of termination stating the effective date of the termination.

### **6.2 Payment on Early Termination**

- 6.2.1 In the event of termination under Paragraphs 6.1.1 or 6.1.2, hereof, the DISTRICT shall pay the CONSULTANT for work performed in accordance with the Agreement prior to the termination date.
- 6.2.2 In the event of termination under Paragraph 6.1.3 hereof by the CONSULTANT due to a breach by the DISTRICT, then the DISTRICT shall pay the CONSULTANT as provided in Paragraph 6.3.3.
- 6.2.3 In the event of termination under Paragraph 6.1.3 hereof by the DISTRICT due to a breach by the CONSULTANT, then the DISTRICT shall pay the CONSULTANT as provided in Paragraph 6.2.1.
- 6.2.4 In the event of early termination, all of the CONSULTANT's work product will become and remain property of the DISTRICT.

### **6.3 Remedies**

- 6.3.1 In the event of termination under Paragraph 6.1.3 by the DISTRICT due to a breach by the CONSULTANT, then the DISTRICT may complete the work either itself, or by agreement with another consultant or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the compensation provided under Paragraph 5.1.1 hereof, then the CONSULTANT shall promptly pay to the DISTRICT the amount of the excess.

- 6.3.2 The remedies provided to the DISTRICT under Paragraph, 6.1, 6.2, and 6.3 hereof for a breach by the CONSULTANT shall not be exclusive. The DISTRICT also shall be entitled to any other equitable and legal remedies that may be available.
- 6.3.3 In the event of breach of this Agreement by the DISTRICT, then the CONSULTANT's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Paragraphs 6.1 and 6.2 hereof.

#### **6.4 Indemnification and Insurance**

- 6.4.1 The CONSULTANT agrees to indemnify, save harmless and defend the DISTRICT, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, errors, or omissions of the CONSULTANT or CONSULTANT's officers, owners, employees, agents, or its subcontractors or anyone over which CONSULTANT has a right to control.
- 6.4.2 The CONSULTANT agrees to furnish the DISTRICT evidence of comprehensive general (including contractual liability) and automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage for the protection of the DISTRICT, its officers, commissioners, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to the CONSULTANT's, or any subcontractors, in the performance of this Agreement. The insurance shall include the DISTRICT, its officers, commissioners, agents and employees, as additional insureds and refer to and support the CONSULTANT's obligation to hold harmless the DISTRICT, its officers, commissioners, agents, and employees.
- 6.4.3 The CONSULTANT agrees to furnish the DISTRICT evidence of professional liability insurance coverage (errors and omissions, on a claims-made basis) in the amount of not less than \$1,000,000 because of personal injury, bodily injury, death or damage to property arising from CONSULTANT's negligent acts, errors or omissions.

#### **6.5 Oregon Law and Forum**

- 6.5.1 This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- 6.5.2 Any litigation between the DISTRICT and the CONSULTANT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

The parties agree, however, to resolve any disputes between the parties in the manner described in Paragraph 6.23.

## **6.6 Workers' Compensation Coverage Requirements**

The CONSULTANT is an independent contractor for purposes of the Oregon Workers' Compensation Law, as set forth in ORS Chapter 656 ("Workers' Comp Law") and is solely liable for any workers' compensation coverage under this Agreement. If the CONSULTANT hires subconsultants for the performance of this Agreement, the CONSULTANT agrees to require that the subconsultant(s) shall comply with ORS Chapter 656. The signing of this Agreement shall constitute the declaration of independent contractor status by the CONSULTANT.

- 6.6.1 The CONSULTANT will be solely responsible for payment of any local, state or federal taxes required as a result of this Agreement.
- 6.6.2 This Agreement is not intended to entitle the CONSULTANT to any benefits generally granted to DISTRICT, officers, or employees. Without limitation, but by way of illustration, the benefits not intended to be extended by this contract to the CONSULTANT are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime pay, Social Security, workers' compensation, unemployment compensation, or retirement benefits (except so far as benefits are required by law if the CONSULTANT is presently a member of the Public Employees Retirement System).

## **6.7 Assignment**

The CONSULTANT shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the DISTRICT which may be granted or withheld in its sole and absolute discretion. The DISTRICT may assign this Agreement at any time and shall provide CONSULTANT with notice of such assignment within thirty (30) days of such assignment.

## **6.8 Notice**

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing with such notice deemed delivered either upon actual receipt or three (3) days after deposit in U.S. Mail, whichever shall first occur:

If to the DISTRICT:           Water Environment Services  
                                          150 Beaver Creek Rd. – Suite 430  
                                          Oregon City, OR 97045  
                                          ATTN: Michael S. Kuenzi

Copy to: Office of County Counsel  
c/o Water Environment Services  
150 Beavercreek Rd. – Suite 430  
Oregon City, OR 97045  
ATTN: Chris Storey

If to the CONSULTANT: Richwine Environmental Inc.  
16360 NW Paisley Drive  
Beaverton, OR 97006  
ATTN: Dale Richwine

### **6.9 Severability**

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

### **6.80 Integration**

This Agreement contains the entire agreement between the DISTRICT and the CONSULTANT and supersedes all prior written or oral discussions or agreements.

### **6.91 Funds**

The DISTRICT certifies that sufficient funds are available and authorized for expenditure pursuant to this Agreement in Fiscal Year 2011-2012 and 2012-2013. The funds needed for the balance of the Agreement are subject to appropriation by the Board of County Commissioners, acting as the governing body of the DISTRICT (the "Board"), during budget processes. If the Board does not appropriate funds for subsequent fiscal years for the balance of this contract, the DISTRICT may immediately terminate this Agreement by giving written notice of termination to the CONSULTANT. The CONSULTANT shall not be entitled to compensation for any work performed after the date of such written termination notice. The DISTRICT shall also have the right to accelerate or decelerate the work to match funding limitations. Any termination for lack of funds shall not constitute an "Early Termination" as such term is used in Paragraph 6.1.

### **6.102 Ownership of Documents**

6.12.1 All work the CONSULTANT performs under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the DISTRICT. The DISTRICT shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials the CONSULTANT produces in connection with this Agreement. On completion or termination of the Agreement the CONSULTANT shall promptly deliver these materials to the

Project Manager.

6.102.2 The CONSULTANT may retain for its own records and at its own cost copies of the materials referred to in Paragraph 6.14.1 hereof.

6.102.3 Any use the DISTRICT makes of the materials referred to in Paragraph 6.12.1 hereof, except for purposes of the work contemplated by this Agreement, shall be at the DISTRICT's risk.

### **6.113 Release of Information**

No information relative to the PROJECT shall be released by the CONSULTANT for publication, advertising, communication with the media, the public, other clients of the CONSULTANT, or any other person for any other purpose, without prior written approval of the DISTRICT.

### **6.124 Maintenance of Records**

The CONSULTANT shall maintain books and accounts of payroll costs, travel, subsistence, field contracted services of others and reimbursable expenses pertaining to each PROJECT in accordance with generally accepted professional practices, appropriate accounting procedures and applicable local, state or federal laws, statutes, ordinances, or rules and regulations. The DISTRICT or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the CONSULTANT regarding its billings or any record arising from or related to this Agreement. Records shall be maintained and available until three (3) years after the date of final PROJECT billing or until three (3) years after the date of resolution of any litigation or claim.

### **6.135 Public Contracting Law**

The parties acknowledge that DISTRICT is subject to public contracting law including ORS Chapters 279A and 279C, and all applicable portions of the Oregon Revised Statutes are hereby incorporated by reference.

### **6.16 Survival & Headings**

All express representations, indemnifications or limitations of liability included in this Agreement shall survive its completion and/or termination for any reason. The headings used in this Agreement are for general reference only and are not part of the contract language. This Agreement should be construed without giving any meaning to any headings included herein.

### **6.17 Amendments & Waiver**

The DISTRICT and the CONSULTANT may amend this Agreement at any time only by written amendment executed by the DISTRICT and the CONSULTANT. The DISTRICT and the CONSULTANT shall not be deemed to have waived any breach of this Agreement by the other

party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

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

CONSULTANT:

CLACKAMAS COUNTY SERVICE  
DISTRICT NO. 1

Richwine Environmental Inc.  
Company

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip Code

TRI-CITY SERVICE DISTRICT

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date