

AGENDA

Wednesday, June 29, 2016 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-52

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

II. PUBLIC HEARINGS (16 Public Hearings relating to Budget) *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. Resolution No. ____ Adopting the Clackamas County Budget for the 2016-2017 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2016 through June 30, 2017 (Diane Padilla, Budget Manager)
2. Resolution No. ____ Adopting Changed Fees for Clackamas County for Fiscal Year 2016-2017 (Laurel Butman, County Administration)

Enhanced Law Enforcement District

3. Resolution No. ____ Adopting the Enhanced Law Enforcement District Budget for the 2016-2017 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2016 through June 30, 2017 (Diane Padilla)

Clackamas County Extension and 4-H Service District

4. Resolution No. ____ Adopting the Clackamas County Extension and 4-H Service District Budget for the 2016-2017 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2016 through June 30, 2017 (Diane Padilla)

Library Service District of Clackamas County

5. Resolution No. ____ Adopting the Library Service District of Clackamas County 2016-2017 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2016 through June 30, 2017 (Gary Barth)

North Clackamas Parks & Recreation District

6. Resolution No. ____ Adopting the North Clackamas Parks & Recreation District's 2016-2017 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2016 through June 30, 2017 (Gary Barth)

Clackamas County Development Agency

7. Resolution No. ____ Adopting and Appropriating Funds for the 2016-2017 Fiscal Year Budget for the Clackamas County Development Agency (Dan Johnson)
8. Resolution No. ____ Approving a Supplemental Budget Greater than 10% and Budget Reductions for the Clackamas County Development Agency for FY 2015-2016 (Dan Johnson)

Service District No. 5 – Street Lighting

9. Resolution No. ____ Adopting and Appropriating Funds for the 2016-2017 FY Budget for Clackamas County Service District No. 5 (Wendi Coryell)

Water Environment Services

Service District No. 1, Tri-City Service District and Surface Water Management of Clackamas County

Service District No. 1

10. Resolution No. ____ Adopting and Appropriating Funds for the 2016-2017 FY Budget for Clackamas County Service District No. 1 (Greg Geist)
11. Board Order No. ____ Amending and Adopting Rates and Charges for Clackamas County Service District No. 1 (Greg Geist)
12. Board Order No. ____ Adopting an Increase in the System Development Charge for Clackamas County Service District No. 1 (Greg Geist)

Tri-City Service District:

13. Resolution No. ____ Adopting and Appropriating Funds for the 2016-2017 FY Budget for Tri-City Service District (Greg Geist)
14. Board Order No. ____ Amending and Adopting Rates and Charges for the Tri-City Service District (Greg Geist)
15. Board Order No. ____ Adopting an Increase in the System Development Charge for Tri-City Service District (Greg Geist)

Surface Water Management of Clackamas County

16. Resolution No. ____ Adopting and Appropriating Funds for the 2016-2017 FY Budget for Surface Water Management Agency of Clackamas County (Greg Geist)

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

A. Health, Housing & Human Services

1. Approval of Agency Services Contract with Northwest Family Services for Children of Incarcerated Parents Services – *Children, Youth & Families*
2. Approval of Agency Service Contract with Todos Juntos for PreventNet Early Childhood Services – *Children, Youth & Families*
3. Approval of Agency Services Contract with Clackamas Women’s Services for Shelter/Crisis/Advocacy Services/Rural Services/Camp HOPE – *Children, Youth & Families*
4. Approval of Agency Service Contract with Metropolitan Family Services for Family Resource Coordinator Services – *Children, Youth & Families*
5. Approval of a Residential Agency Services Contract with ColumbiaCare Services, Inc. – *Behavioral Health*
6. Approval of a Revenue Intergovernmental Agreement with Washington County for a Regional Prevention Coordinator for FY 15/16 – *Behavioral Health*
7. Approval of a Revenue Intergovernmental Agreement with Washington County for a Regional Prevention Coordinator for FY 16/17 – *Behavioral Health*
8. Approval for Renewal of Revenue Intergovernmental Agreement with Clackamas County Community Corrections, to Provide Behavioral Health Services to Community Corrections Consumers – *Health Centers*
9. Approval of a Renewal Professional Services Agreement with Folk Time, Inc., for Peer Services to the Stewart Community Center and Hilltop Adult Services Center – *Health Centers*
10. Approval of a Renewal Intergovernmental Agreement with Washington County, for the Cities Readiness Initiative Program – *Public Health*

B. Department of Transportation & Development

1. Board Order No. _____ Approving the Solid Waste Management Fee Adjustments
2. Approval of an Intergovernmental Agreement with the City of Milwaukie and Clackamas County to Assist the City’s Annual Solid Waste Production Review
3. Approval of an Intergovernmental Agreement with Washington County to Assign Road Maintenance Services
4. Approval of a Contract with Elting Northwest Inc. for the Milk Creek at Mulino Road Bank Stabilization Project - *Procurement*

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Intergovernmental Agreement between Clackamas County Sheriff’s Office and the City of Portland, Bureau of Police for Overtime Costs from After Hours and Weekend Call-Outs – *CCSO*
3. Approval of a Contract with Tyler Technologies to Provide a Court Management and Financial Application Software System – *Justice Court, - Procurement*

D. Community Corrections

1. Approval of an Intergovernmental Agreement with the City of West Linn to Provide Work Crew Services for FY 2016-2017
2. Approval of an Intergovernmental Agreement with the City of Happy Valley to Provide Work Crew Services for FY 2016-2017
3. Approval of an Intergovernmental Agreement with the City of Milwaukie to Provide Work Crew Services for FY 2016-2017

E. Public & Government Affairs

1. Board Order No. _____ In the Matter of an Extension of the Cable Television Franchise with Canby Telephone Association dba Canby Telcom – *Cable Communications*

F. Department of Emergency Management

1. Approval of FY 2015 Urban Area Security Initiative Sub-recipient Grant Agreement with Clackamas Fire District No. 1
2. Approval of Amendment No. 1 to Sub-recipient Grant Agreement No. 16-023 with the Department of Forestry, North Cascades District for Fire Prevention Coordination - *Procurement*

G. Juvenile Department

1. Approval of an Intergovernmental Agreement with Multnomah County to Provide Assessment and Evaluation Beds for At-Risk Youth
2. Approval of an Intergovernmental Agreement with Clackamas County Education Service District to Provide Education and Vocational Opportunities for At-Risk Youth
3. Approval of a Grant Award for the Edward Byrne Memorial Justice Assistance Program for FY 2016

IV. DEVELOPMENT AGENCY

1. Approval of a Funding Agreement with Government Camp Special Road District
2. Approval of an Amendment to the Owner Participation and Development Agreement with Hoodland Fire District No. 74

V. WATER ENVIRONMENT SERVICES

Service District No. 1, Tri-City Service District and Surface Water Management of Clackamas County

1. Approval of Amendment No. 1 to the Intergovernmental Agreement between Clackamas County and Clackamas County Service District No. 1 and the City of Happy Valley for Street Sweeping Services

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution Adopting the Clackamas County 2016-2017
Fiscal Year Budget, making Appropriations and Imposing and
Categorizing Taxes for the Period of July 1, 2016 through June 30, 2017

Purpose/Outcome	Budget adoption for Clackamas County FY 2016-2017
Dollar Amount and Fiscal Impact	The effect is to adopt a budget of \$722,112,603.
Funding Source	Includes Fund Balance, Fees, Licenses, Permits, Fines, Assessments and Other Service Charges, Federal, State Other Grants, Revenue from Bonds and Other Debt, Interfund Transfers, Internal Service Reimbursements, Other Resources and Taxes.
Duration	July 1, 2016-June 30, 2017
Previous Board Action/Review	Budget Committee approval June 7, 2016.
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

BACKGROUND:

Attached are the Resolution and exhibits to adopt the budget as published and approved by the Budget Committee and amended by the Board of County Commissioners in accordance with state budget law, and impose taxes.

This Resolution establishes a budget for Clackamas County July 1, 2016 through June 30, 2017 inclusive of \$722,112,603.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached Resolution and exhibits.

Sincerely,

Diane Padilla
Budget Manager

In the Matter of Adopting a Budget, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2016 through June 30, 2017, for Clackamas County

Resolution No. _____
1 of 2 pages

BE IT RESOLVED that the Board of Commissioners of Clackamas County hereby amends the budget approved by the Clackamas County Budget Committee in compliance with Oregon Local Budget Law and as detailed in the attached Exhibit A which is, by this reference, incorporated herein.

BE IT RESOLVED that the Board of Commissioners of Clackamas County hereby adopts this amended budget in the total of \$722,112,603 and establishes appropriations as detailed in the attached Exhibit B, which is, by this reference, incorporated herein. This budget is now on file at 2051 Kaen Road, in Oregon City, Oregon.

BE IT RESOLVED that the Budget Committee has accepted the recommendations of the Compensation Board for Elected Officials with regard to an individual salary adjustment of 0.8% for the Clerk effective July 1, 2016 and an individual salary adjustment of 2.0% for the Assessor effective July 1, 2016.

BE IT RESOLVED that the County Administrator has recommended for passage by the Board of Commissioners a salary range adjustment and general increase of 2.00% for non-represented employees of the County effective July 1, 2016.

BE IT RESOLVED that in conformance with Governmental Accounting Standards Board Statement Number 54, the County acknowledges that amounts transferred from the General Fund in operational support to the Sheriff's Operations Fund (216), The District Attorney Fund (220), The Juvenile Fund (260) and the Community Corrections Fund (219) for Fiscal Year 2016-17 are 'committed funds' as defined in GASB Statement 54.

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2016-2017 upon the assessed value of all taxable property within the district and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

(1) At the rate of \$2.4042 per \$1,000 of assessed value for permanent rate tax in cities which provide their own police patrol service; and

(2) At the rate of \$2.9766 per \$1,000 of assessed value for permanent rate tax in remaining cities and unincorporated areas; and

(3) At the rate of \$0.2480 per \$1,000 of assessed value for local option tax

In the Matter of Adopting a Budget, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2016 through June 30, 2017, for Clackamas County

Resolution No. _____
2 of 2 pages

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

The above statements were approved and declared adopted on this 29th day of June, 2016.

DATED this 29th day of June, 2016

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Exhibit A

CHANGES TO 2016-2017 APPROVED BUDGET

Expenditures	Approved by Budget Committee	Change	Revised Budget
Social Services Fund			
Health Housing & Human Services	21,861,613	270,357	22,131,970

Recognize Housing Our Heros grant approved after budget FY 16-17 request was submitted and add it to County Budget.

Budget as approved by Budget Committee	721,842,246
Changes made by Board of County Commissioners	<u>270,357</u>
Adopted Budget	722,112,603

SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
 FISCAL YEAR 2016-2017

<u>GENERAL FUND</u>	<u>APPROPRIATION</u>
Board of County Commissioners	1,742,404
County Administration	2,251,746
County Counsel	2,450,929
Human Resources	5,957,326
Assessor	7,520,668
Clerk	2,587,259
Transportation & Development	1,106,394
Finance	6,267,103
Treasurer	846,887
Public & Government Affairs	2,765,280
Not Allocated to Organizational Unit:	
Personnel Services	17,538,924
Materials & Services	7,624,144
Debt Service	244,303
Special Payments	1,524,168
Interfund Transfers	104,681,002
Contingency	6,750,906
FUND TOTAL	\$ 171,859,443
<u>COUNTY FAIR FUND</u>	
Culture, Education and Recreation	2,112,763
Not Allocated to Organizational Unit:	
Special Payments	5,000
Contingency	175,116
FUND TOTAL	\$ 2,292,879
<u>COUNTY SCHOOL FUND</u>	
Not Allocated to Organizational Unit:	
Special Payments	351,100
FUND TOTAL	\$ 351,100
<u>BUILDING CODES FUND</u>	
General Government	6,855,445
Not Allocated to Organizational Unit:	
Contingency	2,000,000
FUND TOTAL	\$ 8,855,445
<u>PUBLIC SAFETY LOCAL OPTION LEVY FUND</u>	
Public Protection	10,774,919
FUND TOTAL	\$ 10,774,919

CLACKAMAS COUNTY RESOLUTION SVCS FUND

General Government	1,493,417
FUND TOTAL	<u>\$ 1,493,417</u>

BUSINESS & ECONOMIC DEVELOPMENT FUND

Economic Development	4,685,334
Not Allocated to Organizational Unit:	
Interfund Transfers	63,000
Special Payments	70,000
Contingency	447,889
FUND TOTAL	<u>\$ 5,266,223</u>

DISASTER MANAGEMENT FUND (formerly Emergency Mgt)

Public Protection	2,481,115
Not Allocated to Organizational Unit:	
Special Payments	500,000
Contingency	380,241
FUND TOTAL	<u>\$ 3,361,356</u>

LAW LIBRARY FUND

Public Protection	453,354
Not Allocated to Organizational Unit:	
Contingency	119,192
FUND TOTAL	<u>\$ 572,546</u>

LIBRARY SERVICES FUND

Culture, Education and Recreation	4,969,023
Not Allocated to Organizational Unit:	
Special Payments	3,600,000
Contingency	103,710
FUND TOTAL	<u>\$ 8,672,733</u>

PARKS FUND

Culture, Education and Recreation	3,330,274
Not Allocated to Organizational Unit:	
Special Payments	10,000
Contingency	204,305
FUND TOTAL	<u>\$ 3,544,579</u>

PLANNING FUND

Economic Development	3,286,609
Not Allocated to Organizational Unit:	
Contingency	566,199
FUND TOTAL	<u>\$ 3,852,808</u>

ROAD FUND

Public Ways and Facilities	36,586,321
Not Allocated to Organizational Unit:	
Interfund Transfers	2,436,864
Special Payments	200,000
Contingency	5,262,151
FUND TOTAL	<u>\$ 44,485,336</u>

SHERIFF FUND

Public Protection	73,437,017
Not Allocated to Organizational Unit:	
Interfund Transfers	1,509,216
Special Payments	8,800
FUND TOTAL	<u>\$ 74,955,033</u>

CODE ENFORCEMENT, RESOURCE CONSERVATION & SOLID WASTE

General Government	3,077,492
Not Allocated to Organizational Unit:	
Contingency	1,023,170
FUND TOTAL	<u>\$ 4,100,662</u>

PROPERTY RESOURCES FUND

General Government	725,071
Not Allocated to Organizational Unit:	
Special Payments	5,000
Contingency	418,330
FUND TOTAL	<u>\$ 1,148,401</u>

COMMUNITY CORRECTIONS FUND

Public Protection	16,781,165
Not Allocated to Organizational Unit:	
Special Payments	124,077
FUND TOTAL	<u>\$ 16,905,242</u>

DISTRICT ATTORNEY FUND

Public Protection	12,770,734
FUND TOTAL	<u>\$ 12,770,734</u>

JUSTICE COURT FUND

Public Protection	2,230,821
Not Allocated to Organizational Unit:	
Interfund Transfers	
Special Payments	1,345,000
Contingency	610,330
FUND TOTAL	<u>\$ 4,186,151</u>

COUNTYWIDETRANSPORTATION SDC FUND

Public Ways and Facilities	143,357
Not Allocated to Organizational Unit:	
Interfund Transfers	428,220
Contingency	6,470,705
FUND TOTAL	<u>\$ 7,042,282</u>

PUBLIC LAND CORNER PRESERVATION FUND

Public Ways and Facilities	806,478
Not Allocated to Organizational Unit:	
Contingency	632,248
FUND TOTAL	<u>\$ 1,438,726</u>

HAPPY VALLEY/CLACKAMAS JOINT TRANSPORTATION FUND

Public Ways and Facilities	106,496
Not Allocated to Organizational Unit:	
Debt Service	1,140,636
Contingency	3,113,101
FUND TOTAL	<u>\$ 4,360,233</u>

HEALTH, HOUSING & HUMAN SERVICES ADMINISTRATION FUND

Health and Human Services	1,938,619
Not Allocated to Organizational Unit:	
Interfund Transfers	33,000
Contingency	30,000
FUND TOTAL	<u>\$ 2,001,619</u>

BEHAVIORAL HEALTH FUND

Health and Human Services	38,760,570
Not Allocated to Organizational Unit:	
Special Payments	578,901
Contingency	1,039,965
FUND TOTAL	<u>\$ 40,379,436</u>

SOCIAL SERVICES FUND

Health and Human Services	22,131,970
Not Allocated to Organizational Unit:	
Special Payments	652,731
Contingency	377,743
FUND TOTAL	<u>\$ 23,162,444</u>

COMMUNITY DEVELOPMENT FUND

Economic Development	6,838,174
Not Allocated to Organizational Unit:	
Special Payments	200,000
FUND TOTAL	<u>\$ 7,038,174</u>

COMMUNITY SOLUTIONS FUND

Economic Development	4,449,560
FUND TOTAL	<u>\$ 4,449,560</u>

CHILDREN YOUTH & FAMILIES FUND

Health and Human Services	5,886,061
Not Allocated to Organizational Unit:	
Special Payments	645,108
FUND TOTAL	<u>\$ 6,531,169</u>

DOG SERVICES FUND

Health and Human Services	2,244,326
Not Allocated to Organizational Unit:	
Contingency	156,430
FUND TOTAL	<u>\$ 2,400,756</u>

COUNTY SAFETY NET LEGISLATION LOCAL PROJECTS FUND

General Government	91,121
Not Allocated to Organizational Unit:	
Special Payments	383,319
FUND TOTAL	<u>\$ 474,440</u>

PUBLIC HEALTH FUND

Health and Human Services	8,154,329
Not Allocated to Organizational Unit:	
Special Payments	387,757
Contingency	351,582
FUND TOTAL	<u>\$ 8,893,668</u>

CLACKAMAS HEALTH CENTERS FUND

Health and Human Services	32,840,728
Not Allocated to Organizational Unit:	
Contingency	10,968,679
FUND TOTAL	<u>\$ 43,809,407</u>

TRANSIENT ROOM TAX FUND

Not Allocated to Organizational Unit:	
Materials & Services	96,650
Interfund Transfers	4,735,550
FUND TOTAL	<u>\$ 4,832,200</u>

TOURISM DEVELOPMENT FUND

Culture, Education and Recreation	4,931,055
Not Allocated to Organizational Unit:	
Special Payments	52,000
Contingency	450,000
FUND TOTAL	<u>\$ 5,433,055</u>

FOREST MANAGEMENT FUND

Culture, Education and Recreation	1,724,312
Not Allocated to Organizational Unit:	
Special Payments	5,000
Interfund Transfers	670,000
Contingency	1,185,675
FUND TOTAL	<u>\$ 3,584,987</u>

JUVENILE FUND

Public Protection	11,532,391
Not Allocated to Organizational Unit:	
Contingency	150,000
FUND TOTAL	<u>\$ 11,682,391</u>

CLACKAMAS COUNTY DEBT SERVICE FUND

Not Allocated to Organizational Unit:	
Debt Service	9,548,804
FUND TOTAL	<u>\$ 9,548,804</u>

DTD CAPITAL PROJECTS FUND

Public Ways and Facilities	20,804,048
FUND TOTAL	<u>\$ 20,804,048</u>

CAPITAL PROJECTS RESERVE FUND

Public Ways and Facilities	10,132,945	
Not Allocated to Organizational Unit: Contingency	477,573	
FUND TOTAL	\$	<u>10,610,518</u>

LID CONSTRUCTION FUND

Public Ways and Facilities	200,000	
Not Allocated to Organizational Unit: Contingency	339,748	
FUND TOTAL	\$	<u>539,748</u>

STONECREEK GOLF COURSE FUND

Golf Course (Business-type Activity)	2,316,589	
Not Allocated to Organizational Unit: Interfund Transfers	400,000	
Special Payments	5,000	
Contingency	309,944	
FUND TOTAL	\$	<u>3,031,533</u>

CLACKAMAS BROADBAND UTILITY FUND

Broadband Utility (Business-type Activity)	824,200	
Not Allocated to Organizational Unit: Special Payments	22,000	
FUND TOTAL	\$	<u>846,200</u>

CABLE ADMINISTRATION FUND

General Government	1,233,736	
FUND TOTAL	\$	<u>1,233,736</u>

RECORDS MANAGEMENT FUND

General Government	609,531	
FUND TOTAL	\$	<u>609,531</u>

FACILITIES MANAGEMENT FUND

General Government	10,609,816	
Not Allocated to Organizational Unit: Contingency	200,000	
FUND TOTAL	\$	<u>10,809,816</u>

TELECOMMUNICATIONS SERVICES FUND

General Government		2,804,283
	FUND TOTAL	<u>\$ 2,804,283</u>

TECHNOLOGY SERVICES FUND

General Government		12,695,231
Not Allocated to Organizational Unit:		
Contingency		305,296
	FUND TOTAL	<u>\$ 13,000,527</u>

CENTRAL DISPATCH FUND

Public Protection		6,732,109
Not Allocated to Organizational Unit:		
Special Payments		492,000
Contingency		345,590
	FUND TOTAL	<u>\$ 7,569,699</u>

SELF-INSURANCE FUND

General Government		30,804,818
Not Allocated to Organizational Unit:		
Special Payments		89,000
Contingency		5,338,718
	FUND TOTAL	<u>\$ 36,232,536</u>

RISK MANAGEMENT CLAIMS FUND

General Government		5,258,086
Not Allocated to Organizational Unit:		
Contingency		7,629,006
	FUND TOTAL	<u>\$ 12,887,092</u>

FLEET SERVICES FUND

General Government		5,435,248
Not Allocated to Organizational Unit:		
Contingency		135,448
	FUND TOTAL	<u>\$ 5,570,696</u>

TOTAL		693,062,321
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TOTAL APPROPRIATED		693,062,321
TOTAL UNAPPROPRIATED		29,050,282
TOTAL ADOPTED BUDGET		<u>\$ 722,112,603</u>

COMPENSATION BOARD FOR ELECTED OFFICIALS

TO: Budget Committee
FROM: Compensation Board for Elected Officials
DATE: May 5, 2016
SUBJECT: Summary of Compensation Board Recommendations

At its April 28, 2016 meeting, the Compensation Board made salary recommendations for all elected officials: Assessor, Clerk, Commissioner, District Attorney, Justice of the Peace, Sheriff and Treasurer.

It is the Budget Committee's responsibility to balance all budget requests and provide for a budget in which expenses do not exceed revenues. It is the Compensation Board's responsibility to evaluate and recommend salary adjustments for the County's elected officials in order to maintain competitive wages with the market place. To accomplish this goal, the Compensation Board compares the salaries paid to elected officials in Clackamas County with those paid to similar positions in comparable jurisdictions, such as Multnomah County, Washington County, Clark County and City of Portland.

The Compensation Board was pleased to note that their recommendations were approved by the Budget Committee last year and encourages the committee to accept their recommendations again this year. As in previous years, the Compensation Board's recommendations are based on achieving or maintaining market parity and the desire to maintain appropriate internal alignment with second-in-command employees.

The Compensation Board's recommendations are based on their continued philosophy to maintain the elected official's salaries within plus or minus (+/-) 3% of the market adjusted average. In the case of Assessor, a more significant increase recommendation has been made in response to an internal alignment issue, and additional information has been provided.

Recommendations

Cost-of-Living Adjustment

The Compensation Board recognizes that seven of the eight bargaining groups have current collective bargaining agreements and will receive a 2% cost-of-living adjustment (COLA) on July 1, 2016, their bargained minimum. A 2% COLA was also budgeted for the Non-Represented group. With this in mind, the Compensation Board recommends all elected officials receive a 2.0% COLA on July 1, 2016 in order to maintain internal alignment with County staff. For the District Attorney, the Compensation Board recommends a 7.1% COLA to the County's portion of the official's salary. The State provides the majority of the District Attorney's salary and this COLA recommendation represents the equivalent of an overall increase of 2.0%.

Individual Salary Adjustments

For the first time in many years, the Compensation Board noted that none of the elected officials' adjusted salaries fell significantly below adjusted market average and the -3% threshold established by this board. Two elected positions, Assessor and Clerk, come close at 2.6% and 2.8% under market, respectively.

Assessor

The position of Assessor is 2.6% below market average. The Compensation Board recommends a 2.0% individual market adjustment for Assessor effective July 1, 2016. Rather than for market parity, this increase is recommended because the salary of the Assessment & Taxation Manager has surpassed that of the Assessor. This increase, combined with the recommended COLA, will push the Assessor's salary slightly higher than the second-in-command's.

Elected Official	Current Monthly Salary	Second in Command	Salary Plus Longevity	Current Difference
Assessor	\$8,855.39	Assessment & Taxation Manager	\$8,987.27	-1.5%

Clerk


The position of Clerk is 2.8% below market average. The Compensation Board recommends a 0.8% individual market adjustment for Clerk effective July 1, 2016. This increase, combined with the recommended COLA will bring this position to parity with the market.

All Other Elected Positions

No other individual salary adjustments are recommended by the Compensation Board at this time.

The total fiscal impact of the Compensation Board's recommended increases is \$28,501 which constitutes approximately 0.01% of the County's total FY 15/16 personal services budget of \$234,680,719.

The Compensation Board takes its responsibilities very seriously and is supported by County Employee Services staff who perform the data collection and research for the Compensation Board. Our recommendation summary and fiscal impact spreadsheet are attached for your information. We may be contacted if you have questions regarding this information. Heather Pedersen, Compensation Manager, served as staff to our Board and can also provide information. Ms. Pedersen can be reached at (503) 742-5484. Ms. Pedersen will be presenting these recommendations, along with the Compensation Board Chair, at the May 31, 2016 Budget Committee Hearing.



Andrew Loomis, Chair

Marc Burnham

Gary Martin

COMPENSATION BOARD FOR ELECTED OFFICIALS SALARY RECOMMENDATIONS FOR ELECTED OFFICIALS

As set out by Board Order 90-498 and Oregon Revised Statute 204.112, Compensation Board members Marc Burnham, Andrew Loomis and Gary Martin met on April 14, April 21, April 28, and May 5, 2016 to consider relevant information and to make recommendations for elected officials' compensation for fiscal year 2016/2017.

In reviewing the compensation for elected officials, the Compensation Board reviewed cash and deferred compensation for all of the Clackamas County comparables (Clark, Deschutes, Lane, Marion, Multnomah and Washington Counties, Cities of Portland and Vancouver, and Metro). The Compensation Board has endeavored to compare positions with similar responsibilities and accountabilities among comparable jurisdictions that provide essentially the same services. The Compensation Board's recommendations are then forwarded to the Budget Committee and to the Board of County Commissioners as a flat monthly rate which includes the fiscal impact of the recommendations, if any.

RECOMMENDATIONS

The Compensation Board recognizes that represented employees with current collective bargaining agreements will receive a 2.0% cost-of-living adjustment (COLA) on July 1, 2016. In order to maintain internal alignment, the Compensation Board recommends all elected officials receive an equivalent COLA of 2.0% on July 1, 2016. For the District Attorney, the Compensation Board recommends a 7.1% COLA to the County's portion of the official's salary, which represents an equivalent overall increase of 2.0%, recognizing that the State provides the majority of the District Attorney's salary.

The Compensation Board also recommends that select elected officials receive the full individual market adjustment recommendations as specified below.

Assessor

The Compensation Board reviewed the monthly salaries for Assessor in Clark, Deschutes, Lane, Marion and Multnomah Counties. They also reviewed the comparable positions' responsibilities, size of the personal services budget, the number of direct and indirect reports, the second-in-command's salary range and the actual salary of Clackamas County's incumbent. The Compensation Board noted the Assessor's adjusted salary appears to be 2.6% below the adjusted market average. It was also noted that the salary of the Assessment & Taxation Manager, who is the second-in-command, is 1.5% above that of the Assessor. The Compensation Board recommends an individual salary adjustment of 2.0% for Assessor effective July 1, 2016.

This individual increase, combined with the recommended COLA as described above, reflects an effort to reduce the margin of disparity with the market and address internal salary compression. The recommended cost-of-living adjustment

and individual salary adjustment would increase the Assessor's base monthly salary from \$8,855.39 to \$9,213.15 effective July 1, 2016.

Clerk

The Compensation Board reviewed the monthly salaries for Clerk in Deschutes, Lane and Marion Counties. They also reviewed the comparable positions' responsibilities, size of the personal services budget, population served, the number of direct and indirect reports, the second-in-command's salary range, and the actual salary of Clackamas County's incumbent. The Compensation Board noted that the Clerk's adjusted salary appears to be 2.8% below the adjusted market average. No internal compression was noted. The Compensation Board recommends a 0.8% individual salary adjustment for the Clerk effective July 1, 2016. This individual increase, combined with the recommended COLA as described above, reflects an effort to bring the Clerk to parity with the market. The recommended cost-of-living adjustment and individual salary adjustment would increase the Clerk's base monthly salary from \$8,021.43 to \$8,247.31 effective July 1, 2016.

Commissioner

The Compensation Board reviewed the monthly salaries for Commissioner or comparable positions in Clark, Lane, Marion, Multnomah and Washington Counties, City of Portland and Metro. They also reviewed the comparable positions' responsibilities, size of the personal services budget, number of direct and indirect reports, the second-in-command's salary range, and the actual salary of Clackamas County's incumbents. The Compensation Board noted that the Commissioners' adjusted salary appears to be 1.1% below the adjusted market average. The Compensation Board recommends no individual market adjustment for Commissioner at this time. The recommended cost-of-living adjustment would increase the Commissioners' base monthly salary from \$7,461.85 to \$7,611.09 effective July 1, 2016.

As the Board Chair position receives a 2% add-to-pay, the recommended cost-of-living adjustment would increase the Board Chair base monthly salary from \$7,611.08 to \$7,763.30 effective July 1, 2016.

District Attorney

The Compensation Board reviewed the monthly salaries for District Attorney in Clark, Lane, Marion and Washington Counties. They also reviewed the comparable positions' responsibilities, size of the personal services budget, the number of direct and indirect reports, the second-in-command's salary range, and the actual salary of Clackamas County's incumbent. The Compensation Board noted that the District Attorney's total adjusted salary (State and County) appears to be 4.9% above the adjusted market average. It was also noted that there is a 2.7% spread between the District Attorney and the second-in-command Chief Deputy District Attorney, which is close but acceptable at this time.

In addition to the salary provided by the State, each County provides additional salary at their discretion. The Compensation Board recommends no individual market adjustment for the District Attorney at this time. This recommendation recognizes that the current pay rate is above market average. The recommended

cost-of-living adjustment would increase the District Attorney's base monthly salary (County portion only) from \$3,898.12 to \$4,174.89 effective July 1, 2016.

Justice of the Peace

The Compensation Board reviewed the monthly salaries for Justice of the Peace in Deschutes, Marion and Washington Counties. The Compensation Board also reviewed the comparable positions' responsibilities, size of the personal services budget, number of direct and indirect reports, the second-in-command's salary range and the actual salary of Clackamas County's incumbent. The Compensation Board noted that the adjusted salary for Justice of the Peace appears to be 0.6% below the adjusted market average. The Compensation Board recommends no individual market adjustment for Justice of the Peace at this time. The recommended cost-of-living adjustment would increase the base monthly salary for Justice of the Peace from \$8,185.65 to \$8,349.36 effective July 1, 2016.

Sheriff

The Compensation Board reviewed the monthly salaries for Sheriff in Clark, Lane, Marion and Washington Counties. They also reviewed the comparable positions' responsibilities, size of the personal services budget, the number of direct and indirect reports, the second-in-command's salary range, and the actual salary of Clackamas County's incumbent. The Compensation Board noted that the Sheriff's adjusted salary appears to be 14.0% above the adjusted market average. The Compensation Board recommends no individual increase at this time, recognizing that the current pay rate is above the market average. The Compensation Board reiterated that the County will continue to ensure the Sheriff's salary is at least \$1.00 more per month than that of the highest paid Undersheriff position. This follows the Compensation Board practice and maintains compliance with ORS language. The recommended cost-of-living adjustment would increase the Sheriff's base monthly salary from \$13,884.96 to \$14,162.66 effective July 1, 2016.

It is noted that the Sheriff's salary was increased once in fiscal year 2015/2016 due to an increase in longevity pay for the highest paid Undersheriff. If at any time during fiscal year 2016/2017 an Undersheriff receives a salary increase, the Sheriff's pay rate will be evaluated for compliance and adjustments made as necessary.

Treasurer

The Compensation Board reviewed the monthly salaries for Treasurer in Marion County, City of Portland and City of Vancouver. They also reviewed the comparable positions' responsibilities, size of the personal services budget, the number of direct and indirect reports, the second-in-command's salary range, size of investment portfolio, and the actual salary of Clackamas County's incumbent. The Compensation Board noted that the Treasurer's adjusted salary appears to be 1.4% below the adjusted market average. It was also noted that there is a 2.7% spread between the Treasurer and the second-in-command Treasury Manager, which is close but acceptable at this time. The Compensation Board recommends no individual market adjustment for Treasurer at this time. The recommended cost-of-living adjustment would increase the Treasurer's base monthly salary from \$9,197.71 to \$9,381.66 effective July 1, 2016.

COMPENSATION BOARD FOR ELECTED OFFICIALS RECOMMENDATIONS FOR FY 2016/2017 - COLA and Individual Market Adjustments						
ELECTED OFFICIAL	CURRENT MONTHLY SALARY <i>(w/6.27% deferred comp in italics)</i>	Effective July 1, 2016				FISCAL IMPACT July 1, 2016 - June 30, 2017
		RECOMMENDED COST-OF-LIVING ADJUSTMENT	PROPOSED MONTHLY SALARY with COLA ONLY	RECOMMENDED INDIVIDUAL ADJUSTMENT	PROPOSED MONTHLY SALARY with INDV. ADJ.	
ASSESSOR	\$8,855.39	2.0%	\$9,032.50	2.0%	\$9,213.15	\$4,562.27
Robert Vroman	\$9,410.62		\$9,598.84		\$9,790.81	
	<i>Annual w/ 6.27% def comp</i>		\$115,186		\$117,490	
CLERK	\$8,021.43	2.0%	\$8,181.86	0.8%	\$8,247.31	\$2,880.56
Sherry Hall	\$8,524.37		\$8,694.86		\$8,764.42	
	<i>Annual w/ 6.27% def comp</i>		\$104,338		\$105,173	
COMMISSIONER		2.0%		0.0%		\$1,941.19
John Ludlow - Board Chair*	\$7,611.08		\$7,763.30		\$7,763.30	
	\$8,088.29	\$8,250.06	\$8,250.06		\$8,250.06	
	<i>Annual w/ 6.27% def comp</i>		\$99,001		\$99,001	
Paul Savas - Position 2	\$7,461.85	2.0%	\$7,611.09	0.0%	\$7,611.09	\$1,903.13
	\$7,929.71		\$8,088.30		\$8,088.30	
	<i>Annual w/ 6.27% def comp</i>		\$97,060		\$97,060	
Martha Schrader - Position 3	\$7,461.85	2.0%	\$7,611.09	0.0%	\$7,611.09	\$1,903.13
	\$7,929.71		\$8,088.30		\$8,088.30	
	<i>Annual w/ 6.27% def comp</i>		\$97,060		\$97,060	
Tootie Smith - Position 4	\$7,461.85	2.0%	\$7,611.09	0.0%	\$7,611.09	\$1,903.13
	\$7,929.71		\$8,088.30		\$8,088.30	
	<i>Annual w/ 6.27% def comp</i>		\$97,060		\$97,060	
Jim Bernard - Position 5	\$7,461.85	2.0%	\$7,611.09	0.0%	\$7,611.09	\$1,903.13
	\$7,929.71		\$8,088.30		\$8,088.30	
	<i>Annual w/ 6.27% def comp</i>		\$97,060		\$97,060	
DISTRICT ATTORNEY	\$3,898.12	7.1%	\$4,174.89	0.0%	\$4,174.89	\$3,529.44
John Foote	\$4,142.53		\$4,436.65		\$4,436.65	
	<i>State Compensation</i>		\$9,958.00		\$9,958.00	
	\$13,856.12		\$14,132.89		\$14,132.89	
	\$14,100.53		\$14,394.65		\$14,394.65	
	<i>Annual w/ 6.27% def comp</i>		\$172,736		\$172,736	
JUSTICE OF THE PEACE	\$8,185.65	2.0%	\$8,349.36	0.0%	\$8,349.36	\$2,087.73
Karen Brisbin	\$8,698.89		\$8,872.87		\$8,872.87	
	<i>Annual w/ 6.27% def comp</i>		\$106,474		\$106,474	
SHERIFF**	\$13,884.97	2.0%	\$14,162.67	0.0%	\$14,162.67	\$3,541.33
Craig Roberts	\$14,755.56		\$15,050.67		\$15,050.67	
	<i>Annual w/ 6.27% def comp</i>		\$180,608		\$180,608	
TREASURER	\$9,197.71	2.0%	\$9,381.66	0.0%	\$9,381.66	\$2,345.86
Shari Anderson	\$9,774.41		\$9,969.89		\$9,969.89	
	<i>Annual w/ 6.27% def comp</i>		\$119,639		\$119,639	
TOTAL FISCAL IMPACT:					\$28,500.90	

* Compensation of Board Chair position includes a 2.0% add-to-pay approved by Budget Committee effective July 1, 2013.

** Sheriff's salary per Compensation Board's practice and O.R.S. language must be \$1 more per month than highest paid Undersheriff; salary adjustments will be made as necessary during fiscal year.



June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**APPROVAL OF A RESOLUTION ADOPTING CHANGED FEES
FOR CLACKAMAS COUNTY FOR FISCAL YEAR 2016-2017**

Purpose/Outcomes	The approval of the attached resolution completes the process of adopting fees for Fiscal Year 2016-2017. If approved, these fees will be incorporated into County Code Appendix A - Fees, and will be effective July 1, 2014 with the exception of the fee changes in Dog Services, Transportation & Development which shall become effective September 1, 2016.
Dollar Amount and Fiscal Impact	The cost to implement the new fees would be internal to the county involving staff time and resources.
Funding Source	No new funding.
Duration	Ongoing until amended by the Board
Previous Board Action	The Board heard from individual departments at various study sessions regarding these fees.
Strategic Plan Alignment	Overall the fee changes support programs that align with all of the Board's Strategic Plan priorities.
Contact Person	Laurel Butman, Deputy County Administrator (503) 655-8893.

BACKGROUND:

In 2002, the County began the process of adopting and modifying fees and fines by resolution once annually. All fees and fines are reviewed annually by various departments. After review, departments propose new or changed fees and fines for consideration by the Board in study session. In 2012, it was determined that fines should be adopted by ordinance rather than resolution. The attached resolution reflects the new or changed fees that have been previously reviewed by the Board and tentatively approved for adoption.

RECOMMENDATION:

Staff respectfully recommends that the Board approve and sign the attached resolution adopting changed fees for Clackamas County for Fiscal Year 2016-2017.

Sincerely,

Don Krupp
County Administrator

A RESOLUTION OF THE CLACKAMAS
COUNTY BOARD OF COUNTY
COMMISSIONERS ADOPTING
CHANGED COUNTY FEES FOR
FISCAL YEAR 2016-2017

RESOLUTION NO.

NOW, THEREFORE; BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS
THAT:

Section 1: Pursuant to Section 1.01.090 of the Clackamas County Code, the Board adopts the fees shown on the attachment which are incorporated by this reference.

Section 2: The Board hereby directs that the changes to fees shown on the attachment shall be included in Appendix A of the Clackamas County Code.

Section 3: The County shall charge all fees set by state or federal law. If such a fee is changed the County shall charge the new amount when it becomes effective.

Section 4: Pursuant to ORS 310.145, the Board classifies the fees adopted by this resolution as fees not subject to the limits of section 11b, Article XI of the Oregon Constitution.

Section 5: Effective Date. The changes to fees authorized by Section 1 of this resolution and shown on the attachments shall become effective on July 1, 2016 with the exception of the fee changes in Dog Services, Transportation & Development which shall become effective September 1, 2016.

DATED this 29th day of June, 2016.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

Attachment - Fee Changes for FY 2016-17

DESCRIPTION	Authorizing Legislation	ORS auth. fee	Fee set by ORS	Code auth. fee	CURRENT Fee Amount	PROPOSED Fee Amount
COUNTY CLERK						
Waiving the three-day waiting period for marriage license	Code §1.01.090			X	\$15	\$15 – general \$0 – Veterans
Federal Tax Lien search – per debtor name	ORS 205.320(4)(c)	X			\$3.75	\$0
Passport photo services	Code §1.01.090			X	\$15	\$15 – general \$10 – Veterans & Seniors
DTD - ENGINEERING						
<i>One lane road closure, traffic control plan review</i>	Code §1.01.090			X	\$0	\$95
DTD - PLANNING - Land Use Applications						
New Site Evaluation - Residential & Commercial*						
<i>Marijuana Land Use Application - Type I (Includes LUCS)</i>	ZDO §1307.15			X	\$0	\$1,000
<i>Marijuana Land Use Application - Type II (Natural Resource District; Public Notification Required)</i>	ZDO §1307.15			X	\$0	\$1,400
DTD - DOG SERVICES - Effective 9-1-16						
Discount for dogs with Canine Good Citizen Certification					25%	0%
Discount for microchipped dogs					\$5	\$0
Tag Fee (replacement)					\$2 / tag	\$5 / tag
FINANCE - FACILITIES						
Non Refundable Public Usage Fee for County-owned Facilities				X		\$50.00
Refundable Public Usage Deposit for County-owned Facilities				X		\$500.00
H3S – ENVIRONMENTAL HEALTH						
Restaurants	Code §1.01.090 ORS 624.490		x	x		
0-15 seats		\$368			\$520	\$541
16-50 seats		\$415			\$583	\$607
51-150 seats		\$473			\$670	\$697
151+ seats		\$525			\$739	\$806
Limited		\$210			\$297	\$309

Attachment - Fee Changes for FY 2016-17

DESCRIPTION	Authorizing Legislation	ORS auth. fee	Fee set by ORS	Code auth. fee	CURRENT Fee Amount	PROPOSED Fee Amount
H3S – ENVIRONMENTAL HEALTH, continued						
Temporary Restaurants	ORS 624.490		x			
Single Event		\$37			\$139	\$145
Intermittent		\$53			\$139	\$145
Seasonal		\$53			\$139	\$145
<i>Late Fee</i>					\$25	\$26
Benevolent	ORS 624.106	\$0	x		\$0	\$0
Benevolent - 1 day event		\$0			\$0	\$0
Benevolent - 2 day event		\$0			\$0	\$0
Benevolent - 3-4 day event		\$0			\$0	\$0
Benevolent - 5-30 day event		\$0			\$0	\$0
Benevolent - 90 day event		\$0			\$0	\$0
Mobile Units	ORS 624.490		x			
Class I		\$132			\$184	\$201
Class II		\$132			\$299	\$311
Class III		\$132			\$318	\$347
Class IV		\$132			\$332	\$362
Commissary		\$263			\$369	\$384
Combo Commissary					\$70	\$73
Warehouses		\$105			\$139	\$145
Pool/Spa	ORS 448.035		x			
Year round - primary		\$100			\$415	\$453
Year round - secondary		\$60			\$277	\$302
Seasonal - primary		\$100			\$244	\$254
Seasonal - secondary		\$60			\$175	\$182
Day Care	Code §1.01.090			x		
5-15 children					\$139	\$145
16-40 children					\$208	\$217
41-75 children					\$277	\$288
76+ children					\$317	\$330

Attachment - Fee Changes for FY 2016-17

DESCRIPTION	Authorizing Legislation	ORS auth. fee	Fee set by ORS	Code auth. fee	CURRENT Fee Amount	PROPOSED Fee Amount
H3S – ENVIRONMENTAL HEALTH, continued						
Tourist Accommodations	Code §1.01.090			x		
1-10 units					\$175	\$182
11-25 units					\$208	\$217
26+ units					\$312	\$325
Organizational Camps	Code §1.01.090			x		
No food					\$139	\$152
With food					\$346	\$377
Picnic Park						
Picnic Park					\$209	\$218
Recreation Vehicle Parks	Code §1.01.090			x		
1-5 spaces					\$305	\$318
6-9 spaces					\$318	\$331
10+ spaces					\$346	\$360
Schools	Code §1.01.090			x		
Full Kitchen					\$277	\$288
Satellite Kitchen					\$208	\$217
Bed & Breakfast	ORS 624.490		x			
Breakfast only		\$158			\$222	\$231
Full menu		\$158			\$429	\$447
Real Estate Evaluations	Code §1.01.090			x		
Well Inspections					\$369	\$384
Wells, second revisit					\$70	\$76
Vending Machines						
1 - 10 machines		\$27			\$37	\$40
11 - 20 machines		\$53			\$75	\$82
21 - 30 machines		\$79			\$112	\$122
31 - 40 machines		\$105			\$148	\$161
41 - 50 machines		\$131			\$184	\$201
51 - 75 machines		\$158			\$223	\$243

Attachment - Fee Changes for FY 2016-17

DESCRIPTION	Authorizing Legislation	ORS auth. fee	Fee set by ORS	Code auth. fee	CURRENT Fee Amount	PROPOSED Fee Amount
H3S – ENVIRONMENTAL HEALTH, continued						
76 - 100 machines		\$210			\$295	\$307
101 - 250 machines		\$367			\$517	\$538
251 - 500 machines		\$578			\$812	\$845
501 - 750 machines		\$788			\$1,108	\$1,153
751 - 1000 machines		\$966			\$1,357	\$1,413
Plan Reviews	Code §1.01.090			x		
Restaurants 0-50 seats					\$348	\$380
Restaurants 51-150 seats					\$487	\$531
Restaurants 151+ seats					\$625	\$651
Temporary Restaurant					\$53	\$55
Schools					\$484	\$504
Bed & Breakfast					\$348	\$362
Mobile Unit Class I					\$209	\$228
Mobile Unit Class II					\$278	\$289
Mobile Unit Class III					\$318	\$347
Mobile Unit Class IV					\$348	\$380
Commissary					\$348	\$362
Warehouses					\$139	\$152
Pool & Spa	ORS 448.035	\$300	x		\$761	\$830
Pool & Spa - Minor alterations	Code §1.01.090			x	\$348	\$380
Pool & Spa- Add'l Const. Inspection	ORS 448.035	\$100	x		\$139	\$152
Tourist 1-10 units	Code §1.01.090			x	\$139	\$145
Tourist 11-25 units					\$208	\$227
Tourist 26+					\$208	\$227
RV 1-5 spaces					\$277	\$302
RV 6-9 spaces					\$208	\$217
RV 10+ spaces					\$208	\$217
Organizational camps					\$278	\$289
Picnic Park					\$416	\$433
Day Care Centers					\$278	\$289

Attachment - Fee Changes for FY 2016-17

DESCRIPTION	Authorizing Legislation	ORS auth. fee	Fee set by ORS	Code auth. fee	CURRENT Fee Amount	PROPOSED Fee Amount
LAW LIBRARY						
Copies	Code 1.01.090					
Self-service photocopy				X	\$0.10 per copy	\$0.20 per copy
Self-service printer copy				X	\$0.10 per copy	\$0.20 per copy
Color photocopy				X		\$0.50 per copy
Color printer copy				X		\$0.50 per copy
Microfilm				X	\$0.015 per copy	\$0.25 per copy
Microfilm copies made by staff				X	\$0.20 per page plus postage or fax charge, if applicable	\$0.25 per page plus postage, fax, scan or email charge
Copies made by staff and mailed				X	\$0.15 per page plus postage	\$0.25 per page plus postage
Copies made by staff and faxed				X	\$0.15 per page plus fax charges	\$0.25 per page plus fax charges
Copies/scans/prints made by staff and emailed				X		\$3.00 per page
Legal Document Request				X		\$1.00 per citation, case number or results list faxed or emailed
PACER search/retrieval				X		\$0.10 per page
Fax	Code 1.01.090					
Sending				X	\$2.00 for each 1-10 pages	\$2.00 for each 1-10 pages
Receiving				X	\$0.20 per page	\$0.20 per page
Overdue Material	Code 1.01.090			X		\$1.00 per day, replacement cost after 60 days
Processing fee for billing copy/print charges	Code 1.01.090			X	\$2.50	\$5.00
Processing fee for late payment (over 60 days)	Code 1.01.090			X		\$2.50
Lost or damaged material	Code 1.01.090			X	actual cost	actual cost
Processing fee for replacing lost or damaged materials	Code 1.01.090			X		\$25.00

Attachment - Fee Changes for FY 2016-17

DESCRIPTION	Authorizing Legislation	ORS auth. fee	Fee set by ORS	Code auth. fee	CURRENT Fee Amount	PROPOSED Fee Amount
LAW LIBRARY						
Pass Point Access Card	Code 1.01.090			X		
Original Card					\$25	\$0
Replacement Card					\$25	\$0
Renewal Fee					\$25	\$0
RESOLUTION SERVICES						
Family Law Education	ORS 3.425				\$70 per class	\$75 per class



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution Adopting the Enhanced Law Enforcement District
2016-17 Fiscal Year Budget, making Appropriations and Imposing and
Categorizing Taxes for the Period of July 1, 2016 through June 30, 2017

Purpose/Outcome	Budget adoption for Clackamas County Enhanced Law Enforcement District FY 2016-2017
Dollar Amount and fiscal Impact	The effect is to adopt a budget of \$6,654,421
Funding Source	Includes Fund Balance, Taxes and Federal Revenue.
Duration	July 1, 2016-June 30, 2017
Previous Board Action/Review	Budget Committee approval June 6, 2016.
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Attached is the Resolution to adopt the budget as published and approved by the Budget Committee in accordance with state budget law, and to impose a tax rate for the 2016-2017 fiscal year.

This Resolution establishes a budget for the Enhanced Law Enforcement District July 1, 2016 through June 30, 2017 inclusive of \$6,654,421

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Resolution.

Sincerely,

Diane D. Padilla
Budget Manager

In the Matter of Adopting a Budget, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2016 through June 30, 2017, for the Enhanced Law Enforcement District

Resolution No. _____.

BE IT RESOLVED that the Board of County Commissioners of Clackamas County hereby adopts the budget for fiscal year 2016-2017 in the total of \$6,654,421 and establishes appropriations as follows:

General Fund

Materials & Services	\$6,471,411.
Debt Services	<u>183,010.</u>
Total	<u>\$6,654,421.</u>

This budget is now on file at 2051 Kaen Road, in Oregon City, Oregon.

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2016-2017 upon the assessed value of all taxable property within the district and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

At the rate of \$0.7198 per \$1,000 of assessed value for permanent rate tax.

The above resolution statements were approved and declared adopted on this 29th day of June, 2016

BOARD OF COUNTY COMMISSIONERS

Acting as the governing body of the Enhanced Law Enforcement District

Chair

Recording Secretary



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution Adopting the Clackamas County Extension and 4-H Service District
2016-2017 Fiscal Year Budget, making Appropriations and Imposing and
Categorizing Taxes for the Period of July 1, 2016 through June 30, 2017

Purpose/Outcome	Budget adoption for Clackamas County Extension and 4-H Service District FY 2016-2017
Dollar Amount and Fiscal Impact	The effect is to adopt a budget of \$6,833,370
Funding Source	Includes Fund Balance, Taxes, Federal and Miscellaneous Revenue
Duration	July 1, 2016-June 30, 2017
Previous Board Action/Review	Budget Committee approval June 6, 2016.
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

BACKGROUND:

Attached are the Resolution to adopt the budget as published and approved by the Budget Committee in accordance with state budget law, and to impose a tax rate for the 2016-17 fiscal year.

This Resolution establishes a budget for the Clackamas County Extension and 4-H Service District July 1, 2016 through June 30, 2017 inclusive of \$6,833,370.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached Resolution.

Sincerely,

Diane Padilla
Budget Manager

In the Matter of Adopting a Budget, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2016 through June 30, 2017, for the Clackamas County Extension and 4-H Service District

Resolution No _____.

BE IT RESOLVED that the Board of County Commissioners of Clackamas County hereby adopts the budget for fiscal year 2016-2017 in the total of \$6,833,370 and establishes appropriations as follows:

General Fund

Special Payments	\$6,347,007.
Contingency	<u>486,363.</u>
Total	<u>\$6,833,370.</u>

This budget is now on file at 2051 Kaen Road, in Oregon City, Oregon.

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2016-2017 upon the assessed value of all taxable property within the district and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

At the rate of \$0.0500 per \$1,000 of assessed value for permanent rate tax.

The above resolution statements were approved and declared adopted on this 29th day of June, 2016.

BOARD OF COUNTY COMMISSIONERS

Acting as the governing body of the Clackamas County Extension and 4-H Service District

Chair

Recording Secretary



June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for the Library Service District of Clackamas County
Adopting a 2016/2017 Fiscal Year Budget, Making Appropriations and
Imposing and Categorizing Taxes for the Period of July 1, 2016 through June 30, 2017

Purpose/Outcome	Approval of a resolution to adopt 2016/2017 Fiscal Year (FY) budget for the Library Service District of Clackamas County.
Dollar Amount and Fiscal Impact	Library Service District budget in the amount of \$19,076,187 for FY 2016/2017.
Funding Source	Property taxes
Duration	July 1, 2016 through June 30, 2017
Previous Board Action/Review	June 6, 2016 – Library Service District Budget Committee approved the FY 2016/2017 budget as presented.
Strategic Plan Alignment	Build public trust through good government
Contact Person	Laura Zentner, CPA, BCS Deputy Director 503.742.4351

BACKGROUND:

The attached resolution adopts the budget as published and approved by the Budget Committee, and in accordance with the state budget law, to make appropriations and to impose and categorize taxes for the 2016/2017 fiscal year.

This resolution will establish a budget for the Library Service District of Clackamas County in the amount of **\$19,076,187**.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached resolution as presented.

Respectfully submitted,

Laura Zentner, CPA
BCS Deputy Director

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ACTING AS THE GOVERNING BODY OF THE CLACKAMAS COUNTY LIBRARY SERVICE DISTRICT IN THE MATTER OF ADOPTING A 2016/2017 FISCAL YEAR BUDGET, MAKING APPROPRIATIONS, IMPOSING AND CATEGORIZING TAXES FOR THE PERIOD OF JULY 1, 2016 THROUGH JUNE 30, 2017

Resolution No.

WHEREAS, the proposed expenditures and resources constituting the budget for the Library Service District of Clackamas County for the period of July 1, 2016 through June 30, 2017, inclusive, have been prepared, published, and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute; and,

WHEREAS, in accordance with ORS 294.438 the notice of this public hearing and a financial summary was published in the Clackamas Review on June 22, 2016; and,

WHEREAS, ORS 294.456 requires Districts to make appropriations, impose and categorize the tax levy when adopting the budget.

NOW, THEREFORE, IT IS HEREBY RESOLVED that:

The budget is hereby adopted for the fiscal year 2016/2017 in the amount of \$19,076,187. The budget appropriation categories are established as follows:

General Fund

Special Payments	<u>\$ 19,076,187</u>
Total	<u>\$ 19,076,187</u>

The following ad valorem property taxes are hereby imposed for tax year 2016/2017 upon the assessed value of all taxable property within the District and categorized for purposes of Article XI section 11b as subject to General Government Limitations:

At the rate of \$0.3974 per \$1,000 of assessed value for permanent rate tax.

ADOPTED this 29th day of June, 2016.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Acting as the governing body of the Library Service District of Clackamas County

John Ludlow, Chair

Recording Secretary



Laura Zentner, CPA
Business Operations Director
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
Development Services Building
150 Beaver Creek Road
Oregon City, OR 97045

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for North Clackamas Parks & Recreation District
Adopting a 2016/2017 Fiscal Year Budget, Making Appropriations and
Imposing and Categorizing Taxes for the Period of July 1, 2016 through June 30, 2017

Purpose/Outcome	Approval of a resolution to adopt 2016/2017 Fiscal Year (FY) budget for North Clackamas Parks & Recreation District (NCPRD)
Dollar Amount and Fiscal Impact	North Clackamas Parks & Recreation District budget in the amount of \$45,990,037 for FY 2016/2017
Funding Source	Property taxes, System Development Charges, fees, grants, donations, etc.
Duration	July 1, 2016 through June 30, 2017
Previous Board Action/Review	April 13, 2016 - NCPRD District Advisory Board recommended forwarding budget to NCPRD Budget Committee for approval. June 6, 2016 - NCPRD Budget Committee approved the FY 2016/2017 budget as presented.
Strategic Plan Alignment	Build public trust through good government
Contact Person	Laura Zentner, CPA BCS Deputy Director 503.742.4351

BACKGROUND: The attached resolution and exhibit adopt the budget as published and approved by the Budget Committee, and in accordance with the state budget law, to make appropriations and to impose and categorize taxes for the fiscal year 2016/2017.

This resolution will establish a budget for North Clackamas Parks and Recreation District in the amount of **\$45,990,037**.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached resolution as presented.

Respectfully submitted,

Laura Zentner, CPA
BCS Deputy Director

A RESOLUTION OF THE BOARD OF
COUNTY COMMISSIONERS ACTING AS
THE GOVERNING BODY OF THE NORTH
CLACKAMAS PARKS AND RECREATION
DISTRICT IN THE MATTER OF ADOPTING
A 2016/2017 FISCAL YEAR BUDGET, MAKING
APPROPRIATIONS AND IMPOSING AND
CATEGORIZING TAXES FOR THE PERIOD
OF JULY 1, 2016 THROUGH JUNE 30, 2017

Resolution No.

WHEREAS, the proposed expenditures and resources constituting the budget for the North Clackamas Parks and Recreation District, Clackamas County, Oregon, for the period of July 1, 2016 through June 30, 2017, inclusive, has been prepared, published and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute; and,

WHEREAS, in accordance with ORS 294.438 the notice of this public hearing and a financial summary was published in the Clackamas Review on June 22, 2016; and,

WHEREAS, ORS 294.456 requires Districts to make appropriations, impose and categorize the tax levy when adopting the budget.

NOW, THEREFORE, IT IS HEREBY RESOLVED that:

The budget is hereby adopted for the fiscal year 2016/2017 in the amount of **\$45,990,037** and establishes appropriations as shown in the attached Exhibit A, which by this reference is made a part of this resolution.

The following ad valorem property taxes are hereby imposed for tax year 2016/2017 upon the assessed value of all taxable property within the District and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

At the rate of \$0.5382 per \$1,000 of assessed value for permanent rate tax.

ADOPTED this 29th day of June, 2016.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Acting as the governing body of the
North Clackamas Parks & Recreation District

John Ludlow, Chair

Recording Secretary

**North Clackamas Parks and Recreation District
Fiscal Year 2016/2017
Exhibit A**

General Fund

Administration Division	\$ 711,783
Parks Maintenance Division	1,505,995
Recreation Division	437,944
Sports Division	1,281,363
Milwaukie Center Division	743,218
Aquatic Park Division	1,949,737
Marketing & Communications	468,251
Planning Division	389,248
Natural Resources	441,458
Non-departmental	
Special Payments	272,202
Transfers to Other Funds	1,983,247
Contingency	2,107,550
	<u>\$ 12,291,996</u>

Nutrition & Transportation Fund

Nutrition Division	\$ 526,737
Transportation Division	172,164
Non-departmental	
Special Payments	5,000
Transfers to Other Funds	9,818
Contingency	136,373
	<u>\$ 850,092</u>

System Development Charge Zone 1 Fund

Materials and Services	\$ 20,000
Capital Outlay	1,388,682
Transfers to Other Funds	213,965
	<u>\$ 1,622,647</u>

System Development Charge Zone 2 Fund

Materials and Services	\$ 4,000
Capital Outlay	94,383
Transfers to Other Funds	869,429
	<u>\$ 967,812</u>

System Development Charge Zone 3 Fund

Materials and Services	\$ 7,900
Capital Outlay	4,557,225
Transfers to Other Funds	5,813,348
	<u>\$ 10,378,473</u>

Debt Service Fund - Series 2010

Materials and Services	\$ 15,500
Debt Service	4,454,038
	<u>\$ 4,469,538</u>

Debt Service Fund - Series 2008

Materials and Services	\$ 500
Debt Service	575,000
Reserve (Unappropriated)	159,443
	<u>\$ 734,943</u>

Capital Projects Fund

Capital Outlay	\$ 10,711,000
	<u>\$ 10,711,000</u>

Fixed Asset Replacement

Materials and Services	\$ 45,000
Capital Outlay	1,322,494
Special Payments	5,000
Transfers to Other Funds	2,496,042
Contingency	95,000
	<u>\$ 3,963,536</u>

Grand Total	<u>\$ 45,990,037</u>
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Total Appropriated	\$ 45,830,594
Total Unappropriated	159,443
	<u>\$ 45,990,037</u>



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

June 29, 2016

Development Agency Board
Clackamas County

Members of the Board:

**A Board Resolution Adopting and Appropriating Funds for the 2016-17 Budget
for the Clackamas County Development Agency**

Purpose/Outcomes	Adopting and Appropriating Funds for the 2016-17 Budget
Dollar Amount and Fiscal Impact	None
Funding Source	Urban Renewal – Tax Increment Financing
Duration	2016-2017 fiscal year
Previous Board Action	Budget Committee Meeting – June 6, 2016
Strategic Plan Alignment	Build public trust through good government
Contact Person	Dan Johnson, Manager – Development Agency 503-742-4325 or danjoh@co.clackamas.or.us
Contract No.	Not Applicable

BACKGROUND:

Attached is the Fiscal Year 2016-17 budget for the Clackamas County Development Agency, the urban renewal authority for Clackamas County. The budget consists of “General Operating Funds” for the Clackamas Town Center plan area (CTC), Clackamas Industrial Development Area (CIA), and North Clackamas Revitalization Area (NCRA).

The Development Agency Budget Committee conducted a public meeting on the proposed budget June 6, 2016. The committee approved the proposed budget and recommends Board approval of the attached Development Agency Budget.

The attached Resolution adopts and appropriates funds for the Development Agency Budget July 1, 2016 through June 30, 2017 inclusive and directs copies of the Budget be transmitted to the County Clerk and Assessor.

RECOMMENDATION:

Approve the attached Resolution adopting and appropriating funds for the FY 2016-17 Clackamas County Development Agency Budget.

Respectfully submitted,

Dan Johnson, Manager
Development Agency

In the Matter of Adopting and
Appropriating Funds for the
2016-17 Budget for the Clackamas
County Development Agency (Tax
Increment Financing Areas)

RESOLUTION NO.:
PAGE 1 of 3

THIS MATTER COMING before the Board of County Commissioners, acting as the governing body of the Clackamas County Development Agency ("Board"), and it appearing to the Board that the operating expenditures and revenues constituting the operating fund and debt service fund budgets for the Clackamas Town Center Development Area, and the operating fund budget for the Clackamas Industrial Development Area, and the operating fund and debt service fund budgets for the North Clackamas Revitalization Area, all of which are tax increment financing plan areas for the period of July 1, 2016 through June 30, 2017 inclusive, have been prepared and published and submitted to the taxpayers for recommendation at a public hearing held on June 29, 2016 as provided by statute; and

IT FURTHER APPEARING to the Board that the opportunity for public comment was made available to any resident of the tax increment financing plan area or the general County; and

IT FURTHER APPEARING to the Board that the Clackamas County Development Agency Budget Committee conducted a public meeting on the proposed FY 2016-17 budget on June 6, 2016 and approved the budget and recommends Board approval;

NOW THEREFORE, IT IS HEREBY RESOLVED that the operating fund budget and debt service fund budget for the Clackamas Town Center Development Area is appropriated as follows:

OPERATING FUND

Material and Services	\$	1,136,443.00
Special Payments	\$	2,842,937.00
Capital Outlay	\$	8,465,000.00
Special Expenditures (Contingency)	\$	<u>1,141,655.00</u>

TOTAL OPERATING FUND EXPENDITURES \$ 13,586,035.00

DEBT SERVICE FUND

Debt Service	\$	0
Interfund Transfer to Fund 450	\$	4,000,000.00
Special Expenditures (Contingency)	\$	<u>1,500,000.00</u>

TOTAL DEBT SERVICE FUND \$ 5,500,000.00

In the Matter of Adopting and
Appropriating Funds for the
2016-17 Budget for the Clackamas
County Development Agency (Tax
Increment Financing Areas)

RESOLUTION NO.
PAGE 2 of 3

IT IS FURTHER RESOLVED that the operating
fund budget for the Clackamas Industrial Development Area is appropriated as follows:

OPERATING FUND

Material and Services	\$	269,525.00
Special Payments	\$	650,000.00
Capital Outlay	\$	3,410,000.00
Special Expenditures (Contingency)	\$	<u>761,273.00</u>
TOTAL OPERATING FUND EXPENDITURES	\$	5,090,798.00

IT IS FURTHER RESOLVED that the operating
fund budget and debt service fund budget for the North Clackamas Revitalization Area is
appropriated as follows:

OPERATING FUND

Material and Services	\$	1,061,122.00
Special Payments	\$	50,000.00
Capital Outlay	\$	1,175,000.00
Special Expenditures (Contingency)	\$	<u>827,377.00</u>

TOTAL OPERATING FUND EXPENDITURES \$ 3,113,499.00

DEBT SERVICE FUND

Debt Service	\$	554,260.00
Interfund transfer to Fund 453	\$	1,500,000.00
Special Expenditures (Contingency)	\$	<u>541,125.00</u>

TOTAL DEBT SERVICE FUND \$ 2,595,385.00

In the Matter of Adopting and
Appropriating Funds for the
2016-17 Budget for the Clackamas
County Development Agency (Tax
Increment Financing Areas)

RESOLUTION NO.:
PAGE 3 of 3

IT IS FURTHER RESOLVED that the
FY 2016-17 ad valorem tax, all of which is subject to the General Government Limitation set
forth in section 11b, Article XI of the Oregon Constitution, is certified to the County Assessor for
the North Clackamas Revitalization Plan Area in the maximum amount of revenue that may be
raised by dividing the taxes under section 1c, Article IX, of the Oregon Constitution and ORS
Chapter 457; and

IT IS FURTHER RESOLVED that the Board
hereby adopts the budget for fiscal year 2016-17 in the total of \$56,516,524.00 now on file at the
Development Service Building.

DATED THIS _____ DAY OF JUNE, 2016.

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

Chair

Recording Secretary



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

June 29, 2016

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

Members of the Board:

Approval of a Resolution for a Clackamas County Development Agency
Supplemental Budget (Greater than Ten Percent and Budget Reduction)
for Fiscal Year 2015-2016

Purpose/Outcomes	Supplemental Budget changes for Clackamas County Development Agency FY 2015-2016
Dollar Amount and Fiscal Impact	N/A
Funding Source	Urban Renewal – Tax Increment Financing
Duration	2015-2016 Fiscal Year
Previous Board Action	Budget Adopted June 25, 2015
Strategic Plan Alignment	Build public trust through good government
Contact Person	Dan Johnson, Development Agency Manager 503.742.4325
Contract No.	N/A

BACKGROUND:

Each fiscal year it is necessary to reduce allocations or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by the Development Agency in keeping with a legally accurate budget. These changes are in compliance with ORS 294.471(a) which allows for governing body approval of supplemental budget where there is an occurrence or condition that is not ascertained when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires a change in financial planning. Changes for items ten percent or greater of the qualifying expenditures of the budget funds being adjusted require a hearing pursuant to ORS 294.473. The required notices have been published.

The **Government Camp Village Revitalization Area** is truing up the budget to reflect actuals and is recognizing expenses in the Special Payments category in anticipation of closing the fund this fiscal year.

This Resolution does not increase appropriations.

The **North Clackamas Revitalization Area** is transferring expenses from Capital Outlay category to the Special Payments category to facilitate improvements to the Wichita Community Center in partnership with North Clackamas School District.

This Resolution does not increase appropriations.

RECOMMENDATION:

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

Respectfully submitted,

Dan Johnson, Manager
Development Agency

TRANSFER REQUESTS

Exhibit A

GOVERNMENT CAMP AREA OPERATING FUND

Decrease:		
Beginning Fund Balance		\$ - 9,849.53
Increase:		
Interest Earned		\$ <u>2,400.00</u>
Total		\$ <u>- 7,449.53</u>
Decrease:		
Materials & Services		\$ - 1,659.45
Capital Outlay		\$ - 46,058.21
Increase:		
Special Payments		\$ <u>40,268.13</u>
Total		\$ <u>- 7,449.53</u>

Recognize actuals for Beginning Fund Balance, Interest Earned, Materials & Services and Capital Outlay, and Increase Special Payments category, in anticipation of closing the Fund.

NORTH CLACKAMAS REVITALIZATION AREA OPERATING FUND

Decrease:		
Capital Outlay		\$ -350,000.00
Increase:		
Special Payments		\$ <u>350,000.00</u>
Total		\$ <u>0</u>

Recognize transfer from capital outlay to new Special Payments category to reflect partnership with North Clackamas School District in the facilitation of improvements at Wichita Community Center.

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget for Items Greater Than 10 Percent
Or Reduction of the Total Qualifying
Expenditures and Making Appropriations
for Fiscal Year 2015-2016

Resolution No

Page 1 of 2

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

WHEREAS, ORS 291.471(a) permits a local government to make a supplemental budget where there is an occurrence or condition that is not ascertained when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires a change in financial planning.

WHEREAS, a supplemental budget for the period of July 1, 2015 through June 30, 2016, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS, a hearing to discuss the supplemental budget was held before the Board of County Commissioners on June 29, 2016.

WHEREAS, the funds being adjusted are:

Government Camp Area Operating Fund
North Clackamas Revitalization Area Area Operating Fund

It further appearing that it is in the best interest of the County to approve this greater than 10 percent or reduction change in appropriations for the period of July 1, 2015 through June 30, 2016.

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

/////

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget for Items Greater Than 10 Percent
Or Reduction of the Total Qualifying
Expenditures and Making Appropriations
for Fiscal Year 2015-2016

Resolution No

Page 2 of 2

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

DATED this _____ day of _____, 2016.

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

Chair

Recording Secretary



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

A Board Resolution Adopting and Appropriating
Funds for the 2016-2017 Budget for
Clackamas County Service District No. 5

Purpose/Outcomes	Adopting and Appropriating Funds for the 2016-2017 Budget
Dollar Amount and Fiscal Impact	None
Funding Source	District rates establish annual assessments levied against properties benefitting from street lighting
Duration	Fiscal Year 2016-2017
Previous Board Contact	Budget Committee Meeting – June 6, 2016
Strategic Plan Alignment	Ensure safe, healthy and secure communities
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

BACKGROUND:

Attached is the Fiscal Year 2016-2017 budget for the Clackamas County Service District No. 5.

The Service District Budget Committee conducted a public meeting on the proposed budget on June 6, 2016. The committee approved the proposed budget and recommends Board approval of the attached Service District No. 5 budget.

The attached Resolution adopts and appropriates funds for the Service District No. 5 Budget, July 1, 2016 through June 30, 2017 and directs copies of the Budget be transmitted to the County Clerk and Assessor.

RECOMMENDATION:

It is recommended that the Board approve the attached Resolution adopting and appropriating funds for the Clackamas County Service District No. 5 Fiscal Year 2016-2017 Budget.

For additional information, please contact Wendi Coryell at 503-742-4657.

Respectfully submitted,

Wendi Coryell, Service District Specialist
Clackamas County Service District No.5

In the Matter of Adopting and
Appropriating Funds for the
2016-2017 Budget for
Clackamas County Service
District No. 5

RESOLUTION NO.
Page 1 of 1

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, and it appearing to the Board that the operating expenditures and revenues constituting the General Fund budget for Clackamas County Service District No. 5 for the period of July 1, 2016 to June 30, 2017, inclusive, have been prepared, published, and submitted to the taxpayers for recommendations at a public hearing held on June 29, 2016, as provided by statute; and,

It further appearing to the Board that opportunity was given for public testimony at said public hearing; now, therefore,

IT IS HEREBY RESOLVED that the General Fund budget for Clackamas County Service District No. 5 be adopted and funds appropriated as follows:

GENERAL FUND

Materials and Services	\$ 3,062,381
Special Expenditures	
Reserve for Future Expenditure	673,727
Contingency	<u>463,747</u>
TOTAL GENERAL FUND EXPENDITURES	\$ 4,199,855

IT IS FURTHER RESOLVED that this Resolution be entered into the Commissioners' Journal as of July 1, 2016.

ADOPTED this ____ day of _____, 2016.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
Acting as the Governing Body of
Clackamas County Service District No. 5

Chair

Recording Secretary



Gregory L. Geist
Director

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

RESOLUTION ADOPTING AND APPROPRIATING FISCAL YEAR 2016-17 BUDGET AND FUNDS FOR CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

Purpose/Outcomes	Adopt and appropriate Fiscal Year 2016-17 budget and funds for Clackamas County Service District No. 1.
Dollar Amount and Fiscal Impact	The spending level considered necessary by the Budget Committee for the District to meet operations and maintenance, capital, and debt service requirements and to provide reserves amounts to \$68,735,585 for Clackamas County Service District No. 1.
Funding Source	District funds
Duration	July 1, 2016 through June 30, 2017
Previous Board Action/Review	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. WES Customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.
Contact Person	Doug Waugh, Finance Manager – Water Environment Services dougwau@clackamas.us
Contract No.	N/A

BACKGROUND:

The attached Resolution and exhibit adopts and appropriates funds for the enterprise fund budget for Fiscal Year 2016-17 for Clackamas County Service District No. 1, and further adopts and appropriates the debt service fund budget for Clackamas County Service District No. 1.

The Budget Committee for Clackamas County Service District No. 1 met on June 6, 2016 to consider its budget. The budget for CCSD #1 was approved as recommended by staff. Spending levels considered necessary by the Budget Committee for Clackamas County Service District No. 1 to meet its operations and maintenance, capital and debt service requirements and to provide reserves amount to \$68,735,585 for Clackamas County Service District No. 1.

This resolution to adopt and appropriate fiscal year 2016-17 budget and funds has been reviewed and approved by County Counsel.

RECOMMENDATION:

Page 2

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, approve the Resolution adopting and appropriating the budget and funds for Fiscal Year 2016-17 for Clackamas County Service District No. 1.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

A Resolution of the Clackamas County Board
of Commissioners Adopting a 2016-17 Fiscal
Year Budget and Making Appropriations for the
Period of July 1, 2016 through June 30, 2017

RESOLUTION NO.

WHEREAS, the proposed expenditures and resources constituting the budget for Clackamas County Service District No. 1 for the period of July 1, 2016 through June 30, 2017, inclusive, has been prepared, published and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute; and

WHEREAS, in accordance with ORS 294.438 the notice of this public hearing and a financial summary were published in The Oregonian on June 17th, 2016; and

WHEREAS, ORS 294.456 requires districts to make appropriations when adopting the budget.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, ACTING AS THE GOVERNING BODY OF CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, THAT:

The budget is hereby adopted for the fiscal year 2016-2017 in the amount of **\$68,735,585** and establishes the appropriation as shown in the attached Exhibit A, which by this reference is made a part of this resolution.

ADOPTED this 29th day of June, 2016.

CLACKAMAS COUNTY BOARD OF COUNTY
COMMISSIONERS Acting as Governing Body
of Clackamas County Service District No. 1:

Chair

Recording Secretary

**CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
FISCAL YEAR 2016-2017 BUDGET
EXHIBIT A**

SEWER OPERATING FUND

Materials and Services	\$ 13,678,998
Special Expenditures	
Transfers	14,909,237
Contingency	2,279,833
TOTAL OPERATING FUND EXPENDITURES	<u>\$ 30,868,068</u>

SEWER SYSTEM DEVELOPMENT CHARGE FUND

Capital Outlay	\$ 1,575,000
Special Expenditures	
Contingency	393,750
TOTAL SYSTEM DEVELOPMENT CHARGE FUND EXPENDITURES	<u>\$ 1,968,750</u>

SEWER CONSTRUCTION FUND

Capital Outlay	\$ 10,856,400
Special Expenditures	
Contingency	2,714,100
TOTAL CONSTRUCTION FUND EXPENDITURES	<u>\$ 13,570,500</u>

SURFACE WATER OPERATING FUND

Materials and Services	\$ 4,149,836
Special Expenditures	
Contingency	691,640
TOTAL OPERATING FUND EXPENDITURES	<u>\$ 4,841,476</u>

SURFACE WATER SYSTEM DEVELOPMENT CHARGE FUND

Capital Outlay	\$ 200,000
Special Expenditures	
Contingency	50,000
TOTAL SYSTEM DEVELOPMENT CHARGE FUND EXPENDITURES	<u>\$ 250,000</u>

SURFACE WATER CONSTRUCTION FUND

Capital Outlay	\$ 1,295,000
Special Expenditures	
Contingency	323,750
TOTAL CONSTRUCTION FUND EXPENDITURES	<u>\$ 1,618,750</u>

STATE REVOLVING LOAN FUND

Principal and Interest	\$ 622,974
Special Expenditures	
Reserve	288,058
TOTAL DEBT SERVICE FUND EXPENDITURES	<u>\$ 911,032</u>

REVENUE BOND FUND

Principal and Interest	\$ 7,092,637
Special Expenditures	
Reserve	7,614,372
TOTAL DEBT SERVICE FUND EXPENDITURES	<u>\$ 14,707,009</u>



Gregory L. Geist
Director

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER AMENDING AND ADOPTING AND RATES AND CHARGES FOR
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

Purpose/Outcomes	Amend and adopt rates and charges for Clackamas County Service District No. 1.
Dollar Amount and Fiscal Impact	Changes the retail Equivalent Dwelling Unit (EDU) monthly charge for sanitary sewer service within Clackamas County Service District No. 1 (CCSD #1) service areas from \$43.50 to \$45.00/EDU and an additional amount of \$2.25 for ratepayers in the City of Happy Valley. Adds an additional \$0.35 to the retail Equivalent Service Unit (ESU) monthly surface water management service charge for ratepayers in the City of Happy Valley. The District's wholesale EDU monthly charge for sanitary sewer service changes from \$32.89 to \$34.47/EDU.
Funding Source	District funds
Duration	July 1, 2016 through June 30, 2017
Previous Board Action/Review	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. WES Customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.
Contact Person	Doug Waugh, Finance Manager dougwau@clackamas.us
Contract No.	N/A

BACKGROUND:

The attached Order changes the retail Equivalent Dwelling Unit (EDU) monthly charge for sanitary sewer service within Clackamas County Service District No. 1 (CCSD #1) service areas from \$43.50 to \$45.00/EDU. Ratepayers in the City of Happy Valley will be charged an additional amount of \$2.25 per EDU for sanitary sewer service and \$0.35 per ESU for surface water management service to offset the City's right-of-way usage fee. The District's wholesale EDU monthly charge for sanitary sewer service changes from \$32.89 to \$34.47/EDU.

These changes are effective for services rendered on and after July 1, 2016. The order further requires the District to publish the revised tables of its Rules and Regulations to reflect the changes. The changes in charges for monthly sanitary sewer service for CCSD#1 are pursuant to the FY 2016-17 budget approved by the District's Budget Committee on June 6, 2016, and adopted by the Board of County Commissioners on June 29, 2016.

This resolution to adopt and appropriate fiscal year 2016-17 budget and funds has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, approve the Order amending and adopting rates and charges for Clackamas County Service District No. 1.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

In the Matter of an Order Amending
and Adopting Rates and Charges for
Clackamas County Service District
No.1, Clackamas County, Oregon

ORDER NO.

This matter came for hearing before the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of the Clackamas County Service District No. 1 ("District"), in a public hearing on June 29th, 2016.

FINDINGS:

The District finds that the District's Rules and Regulations allow for adoption and amendment of rates and charges by order.

The Board further finds that it is necessary to adopt equivalent dwelling unit ("EDU") and equivalent service unit ("ESU") rates and charges for the District set forth on Table XII, effective July 1, 2016, pursuant to the District's adopted budget, and to effectively administer the use and users of the sanitary sewer and storm water systems managed by the District.

In order to meet continuing obligations and ensure equity amongst ratepayers and avoid a budget deficit, the Board further finds that it is necessary to adopt a methodology that allows for charges to any municipal customer of the District that levies, charges, taxes or otherwise imposes additional costs on the District relating to the use of public right of way within that municipality in an amount equal to the cost of such levy, charge, tax or other cost plus the maximum statutorily allowed interest rate to be charged for late fees.

The Board further finds that to implement such methodology for Fiscal Year 2016-17, the District shall charge the customers of the District residing within the City of Happy Valley \$2.25 per EDU for sanitary sewer service and an additional \$0.35 per ESU for surface water services pursuant to the adopted rate methodology, all effective July 1, 2016, pursuant to the District's approved budget.

The Board, having held a hearing, considered testimony, factual supporting materials and the above findings and rate methodology, and being fully advised, it is:

ORDERED:

1. Table XII of the District's Rules and Regulations is amended to read that effective July 1, 2016, for all services rendered after said date, the District's retail sewer service charge shall be \$45.00 per EDU per month. The District shall charge retail customers of the District residing in the City of Happy Valley an additional \$2.25 per EDU for sanitary sewer service and an additional \$0.35 per ESU for surface water services pursuant to

In the Matter of an Order Amending
and Adopting Rates and Charges for
Clackamas County Service District
No.1, Clackamas County, Oregon

ORDER NO.

the adopted rate methodology. The District's wholesale sewer service charge shall be \$34.47 per EDU per month. District staff is directed to amend Table XII in accordance with this Order.

2. In all other respects, the Rules and Regulations of the District remain in full force and effect.
3. An executed copy hereof shall be kept on file at Water Environment Services.

PASSED this 29th day of June, 2016, after public hearing by the Board of County Commissioners at its regular meeting.

BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, OREGON
Acting as Governing Body of the
Clackamas County Service District No. 1

Chair

Recording Secretary



Gregory L. Geist
Director

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**ADOPTING AN INCREASE IN THE SYSTEM DEVELOPMENT CHARGE FOR
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

Purpose/Outcomes	Increasing the revenues received from new development within Clackamas County Service District No. 1 ("District").
Dollar Amount and Fiscal Impact	\$100,000 in additional Sanitary Sewer System Development Charges ("SDC") revenues annually.
Funding Source	No General Funds involved.
Duration	Permanent.
Previous Board Action/Review	The District's Sanitary Sewer SDC was previously adjusted in three annual increments in conjunction with the District's \$120 million liquids expansion effort. In 2008, the adjustment was from \$2,200 to \$3,700. In 2009, the adjustment was from \$3,700 to \$5,200. In 2010, the adjustment was from \$5,200 to \$6,600. In 2015, the adjustment was to the current \$6,950.
Strategic Plan Alignment	<ol style="list-style-type: none">1. WES Customers will continue to benefit from a well-managed utility.2. Build public trust through good government.
Contact Person	Doug Waugh, Finance Manager – Water Environment Services dougwau@clackamas.us
Contract No.	N/A

BACKGROUND:

An increase in demand for investment based upon growth within the District has resulted in a revised CIP, which is set forth in the report "Wastewater System Development Charge Update" (the "Report") produced by Donovan Enterprises, Inc., attached hereto as Exhibit A.

On May 23, 2016, staff presented to the RiverHealth Advisory Committee with the option to increase the District's Sanitary Sewer System Development Charge (SDC). The committee voted to recommend the SDC be increased from \$6,950 to \$7,140, a 2.7% increase. As a result, the wholesale portion of the SDC will be concurrently increased by the same percentage, increasing it from \$5,970 to \$6,130.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 1, adopts the Report, the increase in the Sanitary Sewer System Development Charge to \$7,140, as recommended by the RiverHealth Advisory Committee, and the concurrent increase in the wholesale portion of the SDC to \$6,130.

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Respectfully submitted,

Greg Geist, Director
Water Environment Services

In the Matter of an Order Establishing New System Development Charges for Clackamas County Service District No. 1, Clackamas County, Oregon

RESOLUTION NO.

This matter came before the Board of County Commissioners of Clackamas County, Oregon ("Board"), acting as the governing body of Clackamas County Service District No. 1 ("District") in public hearing on June 29, 2016.

WHEREAS, the District has updated the Capital Improvement Plan ("CIP") based on the Portland State University growth study, updated facility study regarding capacity, and the impact of Sanitary Sewer System Development Charges ("SDC") on District finances.

WHEREAS, the RiverHealth Advisory Board has recommended the Board adopt an increase in the SDC to \$7,140 for fiscal year 2016-2017.

WHEREAS, the wholesale portion of the SDC will concurrently increase to \$6,130 for fiscal year 2016-2017.

FINDINGS:

The Board finds that the District's Rules and Regulations allow for an update of the Sanitary Sewer Systems Development Charge ("SDC") by order, pursuant to Section 4.1.2.

An increase in demand for investment based upon growth within the District has resulted in a revised CIP, which is set forth in the report "Wastewater System Development Charge Update" (the "Report") produced by Donovan Enterprises, Inc., attached hereto as Exhibit A.

In order to meet the continuing obligations and ensure effective performance of the District, the Board further finds that it is necessary to adopt an increased SDC of \$7,140 and an increased wholesale portion of the SDC of \$6,130.

The Board, having held a hearing, considered testimony, factual supporting materials and the above findings, and being fully advised, it is:

ORDERED:

1. Effective July 1, 2016, for all services rendered after said date, the District's SDC shall be \$7,140 and the wholesale portion of the SDC shall be \$6,130 per equivalent dwelling unit for the North Clackamas, Hoodland, and Boring service areas.
2. District staff is directed to publish these updated charges in Table XII of the District Rules and Regulations, and elsewhere as appropriate, in accordance with this Order.

In the Matter of an Order Establishing New
System Development Charges for Clackamas
County Service District No. 1, Clackamas County,
Oregon

RESOLUTION NO.

3. An executed copy hereof shall be kept on file at Water Environment Services.

ADOPTED this 29th day of June, 2016.

CLACKAMAS COUNTY BOARD OF COUNTY
COMMISSIONERS Acting as Governing Body
of Clackamas County Service District No. 1:

Chair

Recording Secretary



Gregory L. Geist
Director

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

RESOLUTION ADOPTING AND APPROPRIATING FISCAL YEAR 2016-17 BUDGET AND FUNDS FOR THE TRI-CITY SERVICE DISTRICT

Purpose/Outcomes	<i>Adopt and appropriate Fiscal Year 2016-17 budget and funds for Tri-City Service District.</i>
Dollar Amount and Fiscal Impact	<i>The spending level considered necessary by the Budget Committee for the District to meet operations and maintenance, capital, and debt service requirements and to provide reserves amounts to \$15,311,312 for Tri-City Service District.</i>
Funding Source	<i>District funds</i>
Duration	<i>July 1, 2016 through June 30, 2017</i>
Previous Board Action/Review	<i>None</i>
Strategic Plan Alignment	<i>1. WES Customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.</i>
Contact Person	<i>Doug Waugh, Finance Manager dougwau@clackamas.us</i>
Contract No.	<i>N/A</i>

BACKGROUND:

The attached Resolution and exhibit adopts and appropriates funds for the enterprise fund budget for Fiscal Year 2016-17 for Tri-City Service District, and further adopts and appropriates the debt service fund budget for Tri-City Service District.

The Budget Committee for Tri-City Service District met on June 6, 2016 to consider its budget. The budget for TCSD was approved as recommended by staff. Spending levels considered necessary by the Budget Committee for Tri-City Service District to meet its operations and maintenance, capital and debt service requirements and to provide reserves amount to \$15,311,312 for Tri-City Service District.

This resolution to adopt and appropriate fiscal year 2016-17 budget and funds has been reviewed and approved by County Counsel.

RECOMMENDATION:

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District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Tri-City Service District, approve the Resolution adopting and appropriating the budget and funds for Fiscal Year 2016-17 for Tri-City Service District.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

A Resolution of the Clackamas County Board
of Commissioners Adopting a 2016-17 Fiscal
Year Budget and Making Appropriations for the
Period of July 1, 2016 through June 30, 2017

RESOLUTION NO.

WHEREAS, the proposed expenditures and resources constituting the budget for Tri-City Service District for the period of July 1, 2016 through June 30, 2017, inclusive, has been prepared, published and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute; and

WHEREAS, in accordance with ORS 294.438 the notice of this public hearing and a financial summary were published in The Oregonian on June 17th, 2016; and

WHEREAS, ORS 294.456 requires districts to make appropriations when adopting the budget.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, ACTING ON BEHALF OF THE TRI-CITY SERVICE DISTRICT, THAT:

The budget is hereby adopted for the fiscal year 2016-2017 in the amount of **\$15,311,312** and establishes appropriation as shown in the attached Exhibit A, which by this reference is made a part of this resolution.

ADOPTED this 29th day of June, 2016.

CLACKAMAS COUNTY BOARD OF COUNTY
COMMISSIONERS Acting as Governing Body
of Tri-City Service District:

Chair

Recording Secretary

**TRI-CITY SERVICE DISTRICT
FISCAL YEAR 2016-2017 BUDGET
EXHIBIT A**

OPERATING FUND

Materials and Services	\$ 7,649,946
Special Expenditures	
Transfers	2,500,000
Contingency	1,274,991

TOTAL OPERATING FUND EXPENDITURES \$ 11,424,937

SYSTEM DEVELOPMENT CHARGE FUND

Capital Outlay	\$ 925,000
Special Expenditures	
Contingency	231,250

**TOTAL SYSTEM DEVELOPMENT CHARGE
FUND EXPENDITURES** \$ 1,156,250

CONSTRUCTION FUND

Capital Outlay	\$ 2,184,100
Special Expenditures	
Contingency	546,025

TOTAL CONSTRUCTION FUND EXPENDITURES \$ 2,730,125



Gregory L. Geist
Director

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER AMENDING AND ADOPTING AND RATES AND CHARGES FOR
THE TRI-CITY SERVICE DISTRICT**

Purpose/Outcomes	Amend and adopt rates and charges for Tri-City Service District.
Dollar Amount and Fiscal Impact	Changes the Equivalent Dwelling Unit (EDU) monthly charge for wholesale sanitary sewer service within the Tri-City Service District (TCSD) from \$20.00 to \$21.50 per EDU, an additional amount of \$1.40 for the City of Oregon City and for retail sanitary sewer service from \$30.00 to \$31.00 per EDU. The increase will offset the higher operating costs of the new and combined treatment facilities located at the plant as well as the costs associated with the Oregon City Right of Way usage fee.
Funding Source	District funds
Duration	July 1, 2016 through June 30, 2017
Previous Board Action/Review	None
Strategic Plan Alignment	1. WES Customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.
Contact Person	Doug Waugh, Finance Manager dougwau@clackamas.us
Contract No.	N/A

BACKGROUND:

The attached Order changes the Equivalent Dwelling Unit (EDU) monthly charge for wholesale sanitary sewer service within the Tri-City Service District (TCSD) from \$20.00 to \$21.50 per EDU. The City of Oregon City will be charged an additional amount of \$1.40 per EDU to offset the City's right of way usage fee. The Tri-City Budget Committee recommended these increases and has reviewed the 2016-17 fiscal year budget associated with this increase. The monthly service charge for retail sanitary sewer service will be adjusted from \$30.00 to \$31.00 per EDU.

These changes are effective for service rendered on and after July 1, 2016. The Order further requires the District to amend Table 1 of its Rules and Regulations to reflect this change.

The change in charges for monthly sanitary sewer service for TCSD is pursuant to the FY 2016-2017 budget approved by the District's Budget Committee on June 6, 2016, and adopted by the Board on June 29, 2016.

This resolution to adopt and appropriate fiscal year 2016-17 budget and funds has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Tri-City Service District, approve the Order amending and adopting rates and charges for Tri-City Service District.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

In the Matter of an Order Amending
and Adopting Rates and Charges for
Tri-City Service District, Clackamas
County, Oregon

ORDER NO.

This matter came before the Board of County Commissioners of Clackamas County, Oregon ("Board"), acting as the governing body of the Tri-City Service District ("District"), in public hearing on June 29th, 2016. The District serves the Cities of Gladstone, Oregon City and West Linn, Oregon (each a "City" and together, "Cities") and a few direct retail customers in the areas near one or more of the Cities.

FINDINGS:

The District finds that the District's Rules and Regulations allow for adoption and amendment of rates and charges by order.

In order to meet the continuing obligations and ensure effective performance of the District, the Board further finds that it is necessary to adopt a wholesale sanitary sewer equivalent dwelling unit ("EDU") charge of \$21.50 per EDU. The City may set such additional amounts for monthly user charges which shall be added to the District's wholesale charge, and the entire amount shall be billed by the City.

In order to meet the continuing obligations and ensure effective performance of the District, the Board further finds that it is necessary to adopt a retail sanitary sewer charge of \$31.00 per EDU.

In order to meet continuing obligations and ensure equity amongst ratepayers and avoid a budget deficit, the Board further finds that it is necessary to adopt a methodology that allows for charges to any municipal customer of the District that levies, charges, taxes or otherwise imposes additional costs on the District relating to the use of public right of way within that municipality in an amount equal to the cost of such levy, charge, tax or other cost plus the maximum statutorily allowed interest rate to be charged for late fees.

The Board further finds that to implement such methodology for Fiscal Year 2016-17, the District shall charge the City of Oregon City \$1.40 per EDU served by Oregon City, in addition to the \$21.50 wholesale EDU rate, all effective July 1, 2016, pursuant to the District's approved budget. The District shall charge the City of Gladstone \$1.10 per EDU served by Gladstone, in addition to the \$21.50 wholesale EDU rate, with the wholesale EDU rate effective July 1, 2016, and the \$1.10 per EDU increase effective upon the first of the month in which Gladstone's right of way usage fee becomes effective, pursuant to the District's approved budget.

The Board, having held a hearing, considered testimony, factual supporting materials and the above findings and rate methodology, and being fully advised, it is:

In the Matter of an Order Amending
and Adopting Rates and Charges for
Tri-City Service District, Clackamas
County, Oregon

ORDER NO.

Page 2 of 2

ORDERED:

1. Table 1 of the District's Rules and Regulations is amended to read that effective July 1, 2016, for all services rendered after said date, the District's wholesale sewer service charge shall be \$21.50 per month for each dwelling unit or equivalent dwelling unit as assigned each class of service, which shall be paid by the City for each user from the date of connection of such user to the sewerage system. Payment shall be made to the City in which the property is located for subsequent remittance to the District, except for those areas billed directly to the users by the District. The District shall bill for and directly receive the retail charge of \$31.00 for retail customers. The District shall bill the City of Oregon City an additional \$1.40 per EDU, pursuant to the adopted rate methodology. The District shall bill the City of Gladstone an additional \$1.10 per EDU as of the 1st of the month in which Gladstone's right of way usage fee becomes effective, pursuant to the adopted rate methodology. The District shall set the sewer service charges for each user based upon Table 1 of the District's Rules and Regulations. District staff is directed to publish the amended Table 1 in accordance with this Order.
2. In all other respects, the Rules and Regulations of the District remain in full force and effect.
3. An executed copy hereof shall be kept on file at Water Environment Services.

PASSED this 29th day of June, 2016, after public hearing by the Board of County Commissioners at its regular meeting.

BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, OREGON
Acting as Governing Body of the
Tri-City Service District

Chair

Recording Secretary



Gregory L. Geist
Director

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

ADOPTING AN INCREASE IN THE SYSTEM DEVELOPMENT CHARGE FOR
THE TRI-CITY SERVICE DISTRICT

Purpose/Outcomes	<i>Adopt and appropriate Fiscal Year 2016-17 budget and funds for Tri-City Service District.</i>
Dollar Amount and Fiscal Impact	\$110,000 in additional Sanitary Sewer System Development Charges (SDC) revenues annually.
Funding Source	<i>No County funds involved</i>
Duration	<i>Permanent</i>
Previous Board Action/Review	<i>In June 2015 the Board approved an SDC increase to \$2,400.</i>
Strategic Plan Alignment	<i>1. WES Customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.</i>
Contact Person	<i>Doug Waugh, Finance Manager dougwau@clackamas.us</i>
Contract No.	<i>N/A</i>

BACKGROUND:

On May 25, 2016, staff presented to the Tri-City Advisory Committee with the option for increasing the District's Sanitary Sewer System Development Charge (SDC). The committee voted to recommend the SDC be increased from \$2,400 to \$2,765.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners adopts the Report and the increase in the Sanitary Sewer System Development Charge to \$2,765 as recommended by the Tri-City Advisory Committee.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

In the Matter of an Order Establishing New
System Development Charges for Tri-City
Service District, Clackamas County, Oregon

RESOLUTION NO.

This matter came before the Board of County Commissioners of Clackamas County, Oregon ("Board"), acting as the governing body of Tri-City Service District ("District"), in public hearing on June 29, 2016.

WHEREAS, the District has updated the Capital Improvement Plan ("CIP") based on the Portland State University growth study, updated facility study regarding capacity, and the impact of Sanitary Sewer System Development Charges ("SDC") on District finances.

WHEREAS, the Tri-City Advisory Committee has recommended the Board adopt an increase in the SDC to \$2,765 for fiscal year 2016-2017.

FINDINGS:

The Board finds that the District's Rules and Regulations allow for an update of the Sanitary Sewer Systems Development Charge ("SDC") by order, pursuant to Section 4.1.2.

An increase in demand for investment based upon growth within the District has resulted in a revised CIP, which is set forth in the report "Wastewater System Development Charge Update" (the "Report") produced by Donovan Enterprises, Inc., attached hereto as Exhibit A.

In order to meet the continuing obligations and ensure effective performance of the District, the Board further finds that it is necessary to adopt an increased SDC of \$2,765.

The Board, having held a hearing, considered testimony, factual supporting materials and the above findings, and being fully advised, it is:

ORDERED:

1. Effective July 1, 2016, for all services rendered after said date, the District's system development charge shall be \$2,765 per equivalent dwelling unit.
2. District staff is directed to publish these updated charges in Table I of the District's Rules and Regulations, and elsewhere as appropriate, in accordance with this Order.
3. An executed copy hereof shall be kept on file at Water Environment Services.

In the Matter of an Order Establishing New
System Development Charges for Tri-City
Service District, Clackamas County, Oregon

RESOLUTION NO.

ADOPTED this 29th day of June, 2016.

CLACKAMAS COUNTY BOARD OF COUNTY
COMMISSIONERS Acting as Governing Body
of TRI-CITY SERVICE DISTRICT:

Chair

Recording Secretary



Gregory L. Geist
Director

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

RESOLUTION ADOPTING AND APPROPRIATING FISCAL YEAR 2016-17 BUDGET AND FUNDS FOR THE SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY

Purpose/Outcomes	Adopt and appropriate Fiscal Year 2016-17 budget and funds for Tri-City Service District.
Dollar Amount and Fiscal Impact	The spending level considered necessary by the Budget Committee for the District to meet operations and maintenance, capital, and debt service requirements and to provide reserves amounts to \$223,256 for the Surface Water Management Agency of Clackamas County.
Funding Source	District funds
Duration	July 1, 2016 through June 30, 2017
Previous Board Action/Review	None
Strategic Plan Alignment	1. WES Customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.
Contact Person	Doug Waugh, Finance Manager dougwau@clackamas.us
Contract No.	N/A

BACKGROUND:

The attached Resolution and exhibit adopts and appropriates funds for the enterprise fund budget for Fiscal Year 2016-17 for The Surface Water Management Agency of Clackamas County, and further adopts and appropriates the debt service fund budget for The Surface Water Management Agency of Clackamas County.

The Budget Committee for The Surface Water Management Agency of Clackamas County met on June 6, 2016 to consider its budget. The budget for TCSD was approved as recommended by staff. Spending levels considered necessary by the Budget Committee for The Surface Water Management Agency of Clackamas County to meet its operations and maintenance, capital and debt service requirements and to provide reserves amount to \$223,256 for The Surface Water Management Agency of Clackamas County.

This resolution to adopt and appropriate fiscal year 2016-17 budget and funds has been reviewed and approved by County Counsel.

RECOMMENDATION:

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District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of The Surface Water Management Agency of Clackamas County, approve the Resolution adopting and appropriating the budget and funds for Fiscal Year 2016-17 for The Surface Water Management Agency of Clackamas County.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

A Resolution of the Clackamas County Board
of Commissioners Adopting a 2016-17 Fiscal
Year Budget and Making Appropriations for the
Period of July 1, 2016 through June 30, 2017

RESOLUTION NO.

WHEREAS, the proposed expenditures and resources constituting the budget for the Surface Water Management Agency of Clackamas County for the period of July 1, 2016 through June 30, 2017, inclusive, has been prepared, published and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute; and

WHEREAS, in accordance with ORS 294.438 the notice of this public hearing and a financial summary were published in The Oregonian on June 17th, 2016; and

WHEREAS, ORS 294.456 requires districts to make appropriations when adopting the budget.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, ACTING AS THE GOVERNING BODY OF THE SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY, THAT:

The budget is hereby adopted for the fiscal year 2016-2017 in the amount of **\$223,256** and establishes the appropriation as shown in the attached Exhibit A, which by this reference is made a part of this resolution.

ADOPTED this 29th day of June, 2016.

CLACKAMAS COUNTY BOARD OF COUNTY
COMMISSIONERS Acting as Governing Body
of the Surface Water Management Agency of
Clackamas County:

Chair

Recording Secretary

June 29, 2016

Board of Commissioners
Clackamas County

Approval of Agency Services Contract with Northwest Family Services for
Children of Incarcerated Parents Services

Purpose/Outcomes	This program provides services to children with justice involved parents, (current/formerly), and justice involved parents identified by multiple partner agencies to build strong parenting skills, prevent child abuse and neglect and increase academic success.
Dollar Amount and Fiscal Impact	\$162,000 No federal funds are used to fund this contract.
Funding Source	\$76,000 County General Fund \$76,000 County Corrections \$10,000 Juvenile Department
Duration	July 1, 2016- June 30, 2017
Previous Board Action	N/A
Strategic Plan Alignment	Individuals and families in need are healthy and safe Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	# 7820

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing & Human Services Department request the approval of an Agency Services Contract with Northwest Family Services for Children of Incarcerated parents services. This program is part of a comprehensive, multi-agency approach to addressing the most high-risk families in Clackamas County intended to build strong parenting skills, prevent child abuse and neglect and increase academic success. In addition, this program will provide support activities, referral services, transportation assistance and other basic incentives for continued participation.

The primary target population will be children with justice involved parents, (current/formerly), and justice involved parents identified through Corrections, PreventNet programs, Juvenile Department, Local Schools, Homeless Liaisons, Clackamas Public Health & Behavioral Health, and the State Department of Human Services

Funding for this contract is 100% County general funds. This contract has been reviewed and approved by County Counsel on June 14, 2016.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

AGENCY SERVICE CONTRACT
(Regular Services or Community Development)
(FY16-17)

This contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Children, Youth & Families Division, hereinafter called "COUNTY," and **NORTHWEST FAMILY SERVICES** hereinafter called "AGENCY."

I. SCOPE OF SERVICES

- A. AGENCY agrees to accomplish the following work under this contract:

Provide: 1) **THE Parenting Inside Out (PIO) 12 week class series to 100 justice involved parents;** 2) **Mentoring and support services to 25 youth whose parents are justice involved;** and 3) **Children of Incarcerated Parents System Coordination** as described in Work Plan Exhibit 1 attached hereto.

- B. Services required under the terms of this contract shall commence when this contract is signed by all necessary parties, but not prior to July 1, 2016. This contract shall terminate June 30, 2017.

II. COMPENSATION AND RECORDS

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

On a cost reimbursement basis as described in Exhibit 3, attached hereto, up to a maximum compensation of **\$162,000.00**.

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.

- B. Method of Payment. To receive payment, the AGENCY shall submit invoices and accompanying performance reports as follows:

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

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

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- D. Access to Records. The COUNTY, the State of Oregon, and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the AGENCY which are pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

AGENCY SERVICE CONTRACT

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

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

When a requirement is listed both in the text of the contract and in an Exhibit, the Exhibit shall take precedence.

- B. Special Federal Requirements – the Common rule restricting lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990) is hereby incorporated by reference.
- C. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. AGENCY certifies that it is an independent agency 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 AGENCY.

IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, elected officials,
B. agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of Agency, and Agency's officers, agents and employees, in performance of this contract

- B. INSURANCE. During the term of this contract AGENCY shall maintain in force at its own expense and provide a certificate showing coverages, for each insurance noted below:

1. Commercial General Liability Insurance

Required by COUNTY Not required by COUNTY

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

2. Commercial Automobile Insurance

Required by COUNTY Not required by COUNTY

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for

AGENCY SERVICE CONTRACT

all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1 Million.

3. Professional Liability Insurance

Required by COUNTY Not required by COUNTY

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

4. Additional Insurance Provision

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

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

5. Notice of Cancellation.

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

6. Insurance Carrier Rating.

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

7. Certificates of Insurance.

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

8. Independent Contractor Status.

AGENCY SERVICE CONTRACT

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

9. Primary Coverage Clarification.

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

10. Cross-Liability Clause.

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

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 AGENCY 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.

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

1. 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.
2. 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.
3. If any license or certificate required by law or regulation to be held by the AGENCY to provide the services required by this contract is for any reason denied, revoked, or not renewed.
4. If AGENCY fails to provide services or reports called for by this contract within the time specified herein or any extension thereof; or
5. If AGENCY 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 the COUNTY, fails to correct such failures within 10 days or such longer period as the COUNTY may authorize.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 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 contract:

1. AGENCY shall:

AGENCY SERVICE CONTRACT

- (a) Make payments promptly, as due, to all persons supplying to AGENCY 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 AGENCY or subcontractor incurred in the performance of this contract.
 - (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 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 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 AGENCY by reason of this contract.
3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as defined in ORS 279A.055, employees shall be paid at least time and a 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. 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 which AGENCY collected or deducted from the wages of its employees pursuant to any law, contract or contract for the purpose of providing or paying for such services.
5. Agency, 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. Agency shall maintain employer 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 therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

AGENCY SERVICE CONTRACT

- F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.

"The contractor will not discriminate against any employee or applicant for employment because of race, color, or national origin."

"The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified."

- G. Future Support. The 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 contract.
- H. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of the COUNTY.
- I. Integration. This contract contains the entire contract between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or contracts.
- J. Tax.
1. The AGENCY shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work under this Contract. AGENCY must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of the AGENCY'S warranty in this Contract that AGENCY has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this contract, at law, or in equity, including by not limited to:
- i. Termination of this Contract, in whole or in part;
 - ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to AGENCY, in an amount equal to COUNTY'S setoff right, without penalty, and
 - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of AGENCY'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and cost incurred in securing replacement performance.

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

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

- i. All taxes of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

AGENCY SERVICE CONTRACT

- ii. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, to AGENCY's property, operations, receipts, or income, or to AGENCY'S performance of or compensation for any work performed by AGENCY;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, or to goods, services, or property, whether tangible or intangible, provided by AGENCY; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

AGENCY SERVICE CONTRACT

This contract consists of three sections plus the following attachments which by this reference are incorporated herein:

- Exhibit 1 Scope of Work, Performance Standards, and Work Plan
- Exhibit 2 Reporting Requirements
- Exhibit 3 Budget

By

Name (Typed)

Title

Date

Street Address

City/Zip

Phone Number

TIN, FIN or S.S.#

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services

Date

Rodney A. Cook, Director
Children, Youth & Families Division

Date

June 29, 2016

Board of County Commissioners
Clackamas County

Approval of Agency Service Contract with Todos Juntos for
PreventNet Early Childhood Services

Purpose/Outcomes	There will be two outcomes resulting from this funding: 1) Provision of Early Childhood PreventNet services to Sandy Grade School and 2) Kindergarten transition supports to preschool children (ages 3-5 years) in Sandy
Dollar Amount and Fiscal Impact	\$50,000
Funding Source	County General Fund
Duration	July 1, 2016 through June 30, 2017
Previous Board Action	N/A
Strategic Plan Alignment	Individuals and families in need are healthy and safe Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CYF 7801

BACKGROUND: The Children, Youth & Families Division of the Health, Housing and Human Services Department requests approval of an Agency Service Contract with Todos Juntos to provide Early Childhood PreventNet core services to 15 Sandy underserved children (ages 3-6) to ensure a positive transition into and/or supports for kindergarten success. Additionally, 40 families will be supported through evidenced-based parent education supports. This program will also be linked to other Early Learning Hub funded programming including family resource coordinators, resource referral services including BabyLink, 211info, and local elementary schools kindergarten transition events.

Funding for this contract is 100% County General Funds

This contract has been reviewed and approved by County Counsel on June 9, 2016.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Contract Number CYF 7801

**CLACKAMAS COUNTY
AGENCY SERVICES CONTRACT**

This Contract is between Clackamas County, acting by and through its Health, Housing and Human Services Department, Children , Youth & Families Division, hereinafter called "COUNTY," and

**Todos Juntos
PO Box 645
Canby, Oregon 97013**
hereinafter referred to as "AGENCY."

Work to be performed under this Contract relates principally to the COUNTY

**Children, Youth & Families Division (COUNTY)
2051 Kaen Road
Oregon City, Oregon 97045
Contract Administrator: Korene Mather or delegate
Telephone: 503-650-5683
E-mail address: Korenemat@clackamas.us**

- D. AGENCY shall not enter into any subcontracts for any of the work scheduled under this Contract without obtaining prior written approval from the COUNTY.
- E. AGENCY certifies that it is an independent AGENCY 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 AGENCY.

IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, hold harmless and defend the COUNTY and State of Oregon, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the AGENCY or the AGENCY's employees or agents.
- B. Insurance. During the term of this Contract AGENCY shall maintain in force at its own expense, each insurance as provided for in Exhibit B - Insurance Requirements
- 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 AGENCY 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.

The COUNTY may terminate this Contract effective upon delivery of written notice to the AGENCY, or at such later date as may be established by the COUNTY, under any of the following conditions:

1. 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.
2. 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.
3. If any license or certificate required by law or regulation to be held by the AGENCY to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
4. If AGENCY fails to provide services or reports called for by this Contract within the time specified herein or any extension thereof.

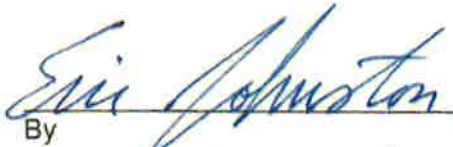
under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.

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 which 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. Agency, 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. Agency shall maintain employer 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 therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964. The AGENCY will not discriminate against any employee or applicant for employment because of race, color, or national origin. The AGENCY will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified.
- G. Future Support. The 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 Contract.
- H. Ownership of Work Product. All work products of the AGENCY which result from this Contract are the exclusive property of the COUNTY.
- I. Integration. This Contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.
- J. Tax Laws. The AGENCY shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work under this Contract. AGENCY must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of AGENCY'S warranty in this Contract that AGENCY has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

This Contract consists of four sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A: Part 1 - Statement of Work
- Exhibit A: Part 2 - Payment and Financial Reporting
- Exhibit A: Part 3 - Special Terms and Conditions
- Exhibit B: Insurance Requirements
- Exhibit C: Required Federal Terms and Conditions
- Exhibit D: Part 1 - Great Start Program Requirements
- Exhibit D: Part 2 - Family Support Services Program Requirements
- Exhibit D: Part 3 - Kindergarten Partnership and Innovation Program Requirements
- Exhibit D: Part 4 - School Readiness Program Requirements
- Exhibit D: Part 5 - Healthy, Stable and Attached Program Requirements
- Exhibit E: Budget
- Exhibit F: Work Plan

EACH PARTY, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.


By
Eric Johnston
Name (Typed)

Executive Director
Title
6/15/16
Date
PO Box 645
Street Address
Canby OR 97013
City/Zip
503-544-1513
Phone Number
93-130802
TIN, FIN or S.S.#

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services

Date


Rodney A. Cobb, Director
Children, Youth & Families Division

6/21/16
Date

June 29, 2016

Board of County Commissioner
Clackamas County

**Approval of Agency Services Contract with Clackamas Women’s Services
For Shelter/Crisis/Advocacy Services/Rural Services/Camp HOPE**

Purpose/Outcomes	Provides domestic violence services including shelter, crisis services, advocacy and community education. Outcomes include: <ul style="list-style-type: none"> • Shelter for 50 households – 85% will report new options to stay safe • 75 trainings to educate community about domestic violence and how to work with survivors – 90% will increase knowledge about DV resources and refer survivors to A Safe Place for partner services. • Rural advocacy services to 15 survivors with 85% reporting they are more aware of resources through safety planning • Tuition for children ages 6 to 15 to attend Camp HOPE for children impacted by domestic violence
Dollar Amount and Fiscal Impact	\$200,501 - (\$143,426 for Shelter/Crisis; \$25,000 for Advocacy/Community Education; \$22,000 for Rural Services; \$10,075 for Camp HOPE)
Funding Source	County General Funds
Duration	Effective as of July 1, 2016 and terminates on June 30, 2017
Previous Board Action	N/A
Strategic Plan Alignment	Ensure safe, healthy and secure communities Individuals and families in need are healthy and safe
Contact Person	Rod Cook 503-650-5677
Contract No.	CYF #7773

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of the Agency Service Contract with Clackamas Women’s Services for Domestic Violence services which include Shelter and Crisis Services, Advocacy/Community Education, Rural services, and Camp HOPE.

This contract has been reviewed and approved by County Counsel on June 9, 2016.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

AGENCY SERVICE CONTRACT
(Regular Services or Community Development)
(FY 16-17)

This contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Children, Youth & Families Division, hereinafter called "COUNTY," and "**Clackamas Women's Services**" hereinafter called "AGENCY."

I. SCOPE OF SERVICES

- A. AGENCY agrees to accomplish the following work under this contract:

Provide "**Domestic Violence Shelter Beds and Crisis Services AND Domestic Violence Advocacy/Community Education/Camp HOPE**" services as described in Work Plan Exhibit 1 attached hereto.

- B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to July 1, 2016. This agreement shall terminate June 30, 2017.

II. COMPENSATION AND RECORDS

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

On a cost reimbursement basis as described in Exhibit 3, attached hereto.
Up to a maximum compensation of "**\$200,501 (\$143,426 for Shelter/Crisis; \$25,000 for Advocacy/Community Education; \$22,000 for Rural services; \$10,075 for Camp HOPE**".

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.

- B. Method of Payment. To receive payment, the AGENCY shall submit invoices and accompanying performance reports as follows:

AGENCY shall be paid on a cost reimbursement basis (**\$10,075** for Camp HOPE may be invoiced immediately in July 2016). Agency shall submit invoices and accompanying performance reports for Shelter/Crisis, Rural, and Advocacy/Community Education services (as described in Exhibits 2 and 3 attached hereto) by the 15th of the month following the end of a previous month.

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

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.

AGENCY SERVICE CONTRACT

- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the AGENCY which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.
If an audit discloses that payments to the AGENCY were in excess of the amount to which the AGENCY was entitled, then the AGENCY shall repay the amount of the excess to the COUNTY.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.
- B. Special Federal Requirements - Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).
- C. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. AGENCY certifies that it is an independent AGENCY 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 AGENCY.

IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of Agency, and Agency's officers, agents and employees, in performance of this contract
- B. INSURANCE During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:
1. Commercial General Liability Insurance
- Required by COUNTY Not required by COUNTY
- AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.
2. Commercial Automobile Insurance
- Required by COUNTY Not required by COUNTY

AGENCY SERVICE CONTRACT

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

3. Professional Liability Insurance

Required by COUNTY Not required by COUNTY

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

4. Additional Insurance Provision

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

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

5. Notice of Cancellation.

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

6. Insurance Carrier Rating.

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

7. Certificates of Insurance.

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

AGENCY SERVICE CONTRACT

8. Independent Contractor Status.

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

9. Primary Coverage Clarification.

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

10. Cross-Liability Clause.

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

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 AGENCY 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.

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

1. 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.
2. 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.
3. If any license or certificate required by law or regulation to be held by the AGENCY to provide the services required by this contract is for any reason denied, revoked, or not renewed.
4. If AGENCY fails to provide services or reports called for by this contract within the time specified herein or any extension thereof; or
5. If AGENCY 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 the COUNTY, fails to correct such failures within 10 days or such longer period as the COUNTY may authorize.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 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 contract:

AGENCY SERVICE CONTRACT

1. AGENCY shall:
 - (a) Make payments promptly, as due, to all persons supplying to AGENCY 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 AGENCY 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 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 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 AGENCY by reason of this agreement.
3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as defined in ORS 279A.055, employees shall be paid at least time and a 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. 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 which 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. Agency, 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. Agency shall maintain employer 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

AGENCY SERVICE CONTRACT

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

- F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.

"The contractor will not discriminate against any employee or applicant for employment because of race, color, or national origin."

"The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified."

- G. Future Support. The 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 contract.
- H. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of the COUNTY.
- I. Integration. This contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.
-

AGENCY SERVICE CONTRACT

This contract consists of three sections plus the following attachments which by this reference are incorporated herein:

- Exhibit 1 Scope of Work, Performance Standards, and Work Plan
- Exhibit 2 Reporting Requirements
- Exhibit 3 Budget
- Exhibit 4 SB 675 Amendment

AGENCY

By 

Melissa Erlbaum
Name (Typed)

Executive Director
Title

6.15.16
Date

256 Warner Milne Rd
Street Address

Oregon City, OR 97045
City/Zip

503-722-2366 x106
Phone Number

93-0900119
TIN, FIN or S.S.#

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services

Date

Rodney A. Cook, Director
Children, Youth & Families Division

Date

EXHIBIT 1
SCOPE OF WORK AND PERFORMANCE STANDARDS

- I. AGENCY shall meet all performance outcomes as outlined in attached Work Plan.
- II. Performance Standards:
 1. **Community Based, Holistic Approach**
 - AGENCY programs and services shall be community-focused, incorporating the greatest level of input from multiple stakeholders, including clients, families, and other agencies.
 - AGENCY programs and services shall have ongoing community investment and involvement.
 2. **Family-Centered Programs**
 - AGENCY programs and services shall involve families in all aspects, recognizing that they are the most important teachers, caregivers, and role models for their children.
 - AGENCY programs and services shall support and strengthen families in providing the foundation for the physical, social, emotional, and intellectual development for their children.
 3. **Establish/Maintain Effective Partnerships**
 - AGENCY, in order to enable data linkages, information sharing, and ongoing collaboration between partners to most effectively meet and address needs, shall ensure that appropriate staff attend CYF contractor's meetings, and training sessions, and participate in other activities as required by COUNTY.
 - AGENCY shall develop and promote continuous communications with similar organizations.
 4. **Utilize a Balanced SWOT (Strengths, Weaknesses, Opportunities, Threats) Approach**
 - AGENCY programs and services shall address both the risks/deficiencies, challenges and the strengths/assets/opportunities in their communities.
 5. **Implement Research Based Accountability**
 - AGENCY, in order to ensure programs and services are based on research-based, proven practices, shall complete and submit the Best Practices Assessment as required by CYF. In areas where proven practices are not available, AGENCY is encouraged to develop innovative strategies based on research principles.
 - AGENCY programs and services shall include research-based measurements of success to enable tracking of effectiveness toward meeting planned outcomes. These data shall be monitored by CYF on the Quarterly Work Plan. Quarterly Work Plans are to be submitted on or before due dates as follows:
 - Jul 1 – Sep 30: due on Oct 15, 2016
 - Oct 1 – Dec 31: due on Jan 15, 2016
 - Jan 1 – Mar 31: due on Apr 15, 2017
 - Apr 1 – Jun 30: due on Jul 15, 2017
 6. **Reflect and Incorporate Diversity**
 - AGENCY, in order to provide programs and services that meet the needs of diverse cultures and people with disabilities, shall complete and submit the Cultural Competency Assessment and Action Plan as required by CYF.

June 29, 2016

Board of County Commissioners
Clackamas County

Approval of Agency Service Contract with Metropolitan Family Services for
Family Resource Coordinator Services

Purpose/Outcomes	There will be two outcomes resulting from this funding: 1) Families will be connected to care-coordination entities, school staff, family advocates, home visitors, early childhood specialists, behavioral health, employment specialists, pediatricians; and 2) Completion of appropriate early childhood screens and assessments.
Dollar Amount and Fiscal Impact	\$105,000
Funding Source	\$40,413 Oregon Dept. Ed. - Great Start \$24,252 Oregon Dept. Ed. – Stable, Healthy and Attached Family \$40,335 Oregon Dept. Ed – Hub Coordination
Duration	Retroactive to March 1, 2016 through December 31, 2016
Previous Board Action	N/A
Strategic Plan Alignment	Individuals and families in need are healthy and safe Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CYF 7801

BACKGROUND: The Children, Youth & Families Division of the Health, Housing and Human Services Department requests approval of an Agency Service Contract with Metropolitan Family Services to identify early learning resources and services, to coordinate the delivery of those resources and services to children 0 through 6 and their families and to help align resources in order to achieve outcomes related to kindergarten readiness, stable and attached families and system coordination.

Funding for this contract is 100% State General Funds

This contract has been reviewed and approved by County Counsel on June 9, 2016.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Contract Number CYF 7799

**CLACKAMAS COUNTY
AGENCY SERVICES CONTRACT**

This Contract is between Clackamas County, acting by and through its Health, Housing and Human Services Department, Children, Youth & Families Division, hereinafter called "COUNTY," and

**Metropolitan Family Services
1808 SE Belmont St
Portland, Oregon 97214**
hereinafter referred to as "AGENCY."

Work to be performed under this Contract relates principally to the COUNTY

**Children, Youth & Families Division (COUNTY)
2051 Kaen Road
Oregon City, Oregon 97045
Contract Administrator: Korene Mather or delegate
Telephone: 503-650-5683
E-mail address: Korenemat@clackamas.us**

I. SCOPE OF SERVICES

- A. AGENCY agrees to accomplish the following work under this Contract provided in: Exhibit: A - Part 1 Statement of Work, Exhibit: D Program Requirements and Exhibit: F Work Plan.
- B. Term. This Contract retroactively covers activities beginning March 1, 2016 through December 31, 2016 and becomes effective when signed by all necessary parties.

II. COMPENSATION AND RECORDS

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

On a cost reimbursement basis as described in Exhibit F, attached hereto. Up to a maximum compensation of \$105,000.

AGENCY will not be paid for work performed prior to obtaining the necessary COUNTY approvals.

- B. Method of Payment. To receive payment, the AGENCY shall submit invoices as provided for in Exhibit: A – Part 2.
- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Contract and all other pending matters are closed.
- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the AGENCY which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcripts.

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

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Contract.
- B. Conflict of Terms. When a requirement is listed both in the main boilerplate of the Contract and in an Exhibit, the Exhibit shall take precedence.
- C. Special Federal Requirements – The AGENCY shall comply with Common rule that restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).

- D. AGENCY shall not enter into any subcontracts for any of the work scheduled under this Contract without obtaining prior written approval from the COUNTY.
- E. AGENCY certifies that it is an independent AGENCY 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 AGENCY.

IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, hold harmless and defend the COUNTY and State of Oregon, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the AGENCY or the AGENCY's employees or agents.
- B. Insurance. During the term of this Contract AGENCY shall maintain in force at its own expense, each insurance as provided for in Exhibit B - Insurance Requirements
- 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 AGENCY 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.

The COUNTY may terminate this Contract effective upon delivery of written notice to the AGENCY, or at such later date as may be established by the COUNTY, under any of the following conditions:

1. 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.
2. 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.
3. If any license or certificate required by law or regulation to be held by the AGENCY to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
4. If AGENCY fails to provide services or reports called for by this Contract within the time specified herein or any extension thereof.

5. If AGENCY 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 the COUNTY, fails to correct such failures within 10 days or such longer period as the COUNTY may authorize.

Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 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 Contract:

1. AGENCY shall:
 - (a) Make payments promptly, as due, to all persons supplying to AGENCY 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 AGENCY or subcontractor incurred in the performance of this Contract..
 - (c) Not permit any lien or claim to be filed or prosecuted against 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 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 Contract as such claim becomes due, the proper officer representing 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 Contract.
3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as defined in ORS 279A.055, employees shall be paid at least time and a 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. 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 which 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. Agency, 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. Agency shall maintain employer 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 therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964. The AGENCY will not discriminate against any employee or applicant for employment because of race, color, or national origin. The AGENCY will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified.
- G. Future Support. The 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 Contract.
- H. Ownership of Work Product. All work products of the AGENCY which result from this Contract are the exclusive property of the COUNTY.
- I. Integration. This Contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.
- J. Tax Laws. The AGENCY shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work under this Contract. AGENCY must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of AGENCY'S warranty in this Contract that AGENCY has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

1. Termination of this Contract, in whole or in part;
2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to AGENCY, in an amount equal to COUNTY'S setoff right, without penalty; and
3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of AGENCY'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

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

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

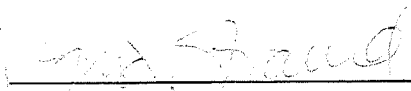
1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
2. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, to AGENCY'S property, operations, receipts, or income, or to AGENCY'S performance of or compensation for any work performed by AGENCY;
3. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, or to goods, services, or property, whether tangible or intangible, provided by AGENCY; and
4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

[Signature Page Follows]

This Contract consists of four sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A: Part 1 - Statement of Work
- Exhibit A: Part 2 - Payment and Financial Reporting
- Exhibit A: Part 3 – Special Terms and Conditions
- Exhibit B: Insurance Requirements
- Exhibit C: Required Federal Terms and Conditions
- Exhibit D: Part 1 – Great Start Program Requirements
- Exhibit D: Part 2 – Family Support Services Program Requirements
- Exhibit D: Part 3 – Kindergarten Partnership and Innovation Program Requirements
- Exhibit D: Part 4 – School Readiness Program Requirements
- Exhibit D: Part 5 – Healthy, Stable and Attached Program Requirements
- Exhibit E: Budget
- Exhibit F: Work Plan

EACH PARTY, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.



 By
 Judy Strand
 Name (Typed)

 Chief Executive Officer
 Title

6/20/16

 Date

1808 SE Belmont St.

 Street Address

Portland OR 97214

 City/Zip

503-232-0007

 Phone Number

93-0397825

 TIN, FIN or S.S.#

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

Signing on Behalf of the Board:

 Richard Swift, Director
 Health, Housing and Human Services

 Date



 Rodney A. Cook, Director
 Children, Youth & Families Division

6/21/16

 Date

June 29, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Residential Agency Services Contract with
ColumbiaCare Services, Inc.

Purpose/Outcomes	This contract provides high needs residential treatment services to one Clackamas County resident at the Autumn Ridge facility.
Dollar Amount and Fiscal Impact	The contract maximum is \$255,211.76
Funding Source	Oregon Health Authority 2015-2017 Community Mental Health Program (CMHP) Intergovernmental Agreement #147783 – No County general funds are involved.
Duration	Effective upon signature and terminates on June 30, 2017 or upon the current occupant vacating the high needs bed (whichever occurs first).
Previous Board Action	No previous Board action
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Contact Person	Mary Rumbaugh, Director–Behavioral Health Division (503) 742-5305
Contract No.	7734

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a Residential Agency Service Contract with ColumbiaCare Services, Inc to provide one high needs bed at the Autumn Ridge to a particular client.

The Behavioral Health Division has contracted with ColumbiaCare Services, Inc. since March 2012 for residential treatment services.

This contract is effective upon signature and continues through June 30, 2017 or upon current occupant vacating the high needs bed, whichever occurs first. This contract will not continue after termination.

This contract has been reviewed and approved by County Counsel on May 24, 2016.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services Department

**AGENCY SERVICES CONTRACT
RESIDENTIAL TREATMENT SERVICES**

Contract # 7734

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

CONTRACT

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 signature** and shall terminate **June 30, 2017 or upon current occupant vacating the high needs residential bed in the Autumn Ridge facility**; unless terminated by one or both parties as provided for in paragraph 6.0 below. This contract may be 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 C, 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.

Maximum compensation shall not exceed **\$255,211.76**

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. AGENCY must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of AGENCY'S warranty, in this Contract that AGENCY has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle AGENCY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this

Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

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

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

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.

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

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- ii. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, to AGENCY'S property, operations, receipts, or income, or to AGENCY'S performance of or compensation for any work performed by AGENCY;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, or to goods, services, or property, whether tangible or intangible, provided by AGENCY; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

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 \$2,000,000 per occurrence/ \$4,000,000 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, 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 \$2,000,000.

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 \$2,000,000 combined single limit per occurrence/\$4,000,000 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 Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract.

5.2.5 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.

5.2.6 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.

5.2.7 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.

5.2.8 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.

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

5.2.10 Cross Liability Clause. A cross-liability or separation of insured's 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 2015-2017 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 2015-2017 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 154
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	Scope of Work
Exhibit C	Compensation and Payment
Exhibit D	Performance Standards
Exhibit E	Compliance with Applicable Law
Attachment 1	Budget
Attachment 2	Invoice Template

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

AGENCY NAME

By: _____


Robert Beckett, Executive Director

Date

6/17/2016

3587 Heathrow Way

Street Address

Medford, Oregon 97504

City/State/Zip

(541) 858-8170

(541) 858-8167

Phone

/ Fax

CLACKAMAS COUNTY

Commissioner: John Ludlow, Chair

Commissioner: Jim Bernard

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Tootie Smith

Signing on Behalf of the Board:

Richard Swift, Director

Health, Housing and Human Services

Date

**EXHIBIT A
DEFINITIONS**

Whenever used in this Residential Treatment Service Agreement, the following terms shall have the meanings set forth below;

"Agreement": This Residential Treatment Services Agreement between COUNTY and AGENCY for the provision of services.

"Client": with respect to a particular service provided by Agency, any individual receiving that service, in whole or in part, with funds provided under this agreement

"Community Mental Health Program" or "CMHP": a centrally organized and coordinated program of services for persons with mental and emotional disorders, developmental disabilities, and addiction dependencies operated by, or contractually affiliated with a LMHA and operated in a specific geographic area of the State of Oregon

Community Outcome Management and Performance Accountability Support System (COMPASS): the AMH project to implement a new contracts system, roll out an optional free electronic health records systems (OWITS), and enhance the collection of data through MOTS

"County": Clackamas County, a political subdivision of the State of Oregon.

"Intergovernmental Agreement": the 2013-2015 Intergovernmental agreement for the Financing of Community Addictions and Mental Health Services between the State of Oregon, acting by and through its Oregon Health Authority and Clackamas County, as amended from time to time.

Measures and Outcomes Tracking System (MOTS): the AMH data system that stores client data submitted by AGENCY and/or COUNTY

"OAR": Oregon Administrative Rules as promulgated by the Oregon Health Authority and as amended from time to time.

"Oregon Health Authority": Department of the State of Oregon that contracts with County to establish and finance community mental health, developmental disability and addiction programs. County, in turn, subcontracts certain services to Agency.

Oregon Web Infrastructure for Treatment Services (OWITS): is 1) an optional free electronic health records system available to Counties and their Providers to submit the MOTS data, and 2) a system to manage the AMH services

EXHIBIT B
SCOPE OF WORK

AGENCY agrees to provide the services described below in accordance with OAR 309-035-0100 through 309-035-0190 and OAR 309-035-0250 through 309-035-0460, and shall comply with the following service description and performance requirements. Services provided are to be within the scope of AGENCY's licenses and certification, and the licenses, certifications and training of its employed and contracted staff providing direct services under this agreement.

1. Residential Treatment Services

Treatment and supervision (including medication supervision) services delivered on a 24-hour basis to individuals 18 years of age or older with mental or emotional disorders who have been hospitalized or are at immediate risk of hospitalization, who need continuing services to avoid hospitalization or who are a hazard to themselves or others or who otherwise require long-term care to remain in the community. Residential treatment services will support clients in moving toward successful independence, and will assist each Client served in transitioning to the least restrictive living environment appropriate for that individual.

Only those clients whom the COUNTY determines are unable to live independently without supervised intervention, training or supports are eligible for Residential Treatment Services funded through this agreement.

The specific services delivered to a Client are determined based upon an individualized assessment of care and treatment needs (Plan of Care Request) and are intended to promote the wellbeing, health and recovery of the individual through the availability of a wide-range of residential treatment services. Residential treatment services may include, but are not limited to, the following:

- A. Provision of care including assumption of a responsibility for the safety and well-being of the individual.
- B. Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;
- C. Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
- D. Management of aggressive or self-destructive behavior;
- E. Supervision of daily living activities such as eating, personal hygiene, clothing care and grooming;
- F. Skills training, including social skills, money and household management, independence in activities of daily living, and use of community resources;
- G. Administration and supervision of prescribed and non-prescribed medication;
- H. Management of physical or health problems, including seizures or incontinency;
- I. Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food;
- J. Provision or arrangement of routine and/or emergency transportation; and
- K. Room and board and personal care services.

2. Facilities

5th Bed at Autumn Ridge

3. Level of Care; Admission, Continued Stay and Discharge Criteria

AGENCY shall administer, or cooperate with COUNTY in the administration of, the Level of Care Utilization System (LOCUS) instrument to assist with treatment planning. AGENCY shall maintain the LOCUS as part of the Client record and shall make such records available to COUNTY upon request.

AGENCY shall participate in the COUNTY admission, continued stay and discharge authorization process, as outlined in the COUNTY practice guidelines. AGENCY understands that authorization for services will be based upon this review process.

4. Coordination of Care

- A. AGENCY shall provide coordination and integration of services with physical health care providers and chemical dependency providers as medically appropriate and within the laws governing confidentiality.
- B. AGENCY shall coordinate with COUNTY on referral of clients to specialty behavioral health services or to a higher intensity of service. Specifically:
 - (1) AGENCY shall coordinate with COUNTY on both admission and discharge of clients to psychiatric acute care or sub-acute psychiatric care. AGENCY shall coordinate with COUNTY and the acute or sub-acute care provider on discharge planning to aid in the timely discharge of the Client.
 - (2) AGENCY shall coordinate with COUNTY on referral of clients to crisis respite services, particularly as those services are used to divert the admission of the Client to acute care.
 - (3) AGENCY shall coordinate with COUNTY to obtain Long Term Care Determination for appropriate clients.
- C. AGENCY shall participate in Client staffing with COUNTY and Oregon Health Authority on a regular, scheduled or ad hoc basis in order to ensure most appropriate care.

5. Standards of Care

COUNTY promotes resilience in and recovery of the clients it serves. COUNTY supports a system of care that promotes and sustains a Client's recovery from a mental health condition by identifying and building upon the strengths and competencies within the person to assist them in achieving a meaningful life within their community. Consistent with these values and pursuant to OAR 309-035-0100 through 309-035-0190 and OAR 309-035-0250 through 309-035-0460, AGENCY shall:

- A. Provide services in a manner that assures continuity and coordination of the health care services provided to each Client;
- B. AGENCY shall not discriminate against clients because of source of income, race, color, national origin, religion, creed, marital status, sex or sexual orientation (except as may be limited by room arrangement), age (except under 18 years), familial status, or disability in addition to the mental or emotional disorder;
- C. Conduct its practice and treat all clients using that degree of care, skill and diligence which is used by ordinarily careful providers in the same or similar circumstances in the provider's community or a similar community (see ORS 677.095);

- D. Ensure that client is served in the most normative, least restrictive, least intrusive and most cost effective level of care appropriate to their diagnosis and current symptoms, degree of impairment, level of functioning, treatment history, and extent of family and community supports;
- E. Assure that an adequate number of staff are available at all times to meet the treatment, health and safety needs of client;
- F. Advise or advocate on behalf of client in regard to treatment options, without restraint from COUNTY;
- G. Provide client with access to services without undue delay and as soon as necessary in light of the member's mental health condition;
- H. Ensure that all personnel providing services to clients under this agreement are properly trained and qualified to render the services they provide. AGENCY shall arrange for continuing education of personnel rendering services under this agreement as necessary to maintain such competence and satisfy all applicable licensing, certification or other regulatory requirements; and
- I. Maintain facilities and equipment appropriate for provision of services to clients of a type and quality consistent with administrative rules promulgated by the State of Oregon Department of Human Services and the American's with Disabilities Act.

**EXHIBIT C
COMPENSATION AND PAYMENT**

1. Compensation

AGENCY shall be compensated by the Oregon Health Authority or COUNTY for satisfactorily performing the services as specified in Exhibit C, Scope of Work.

AGENCY shall only conduct transactions that are authorized by COUNTY for transactions with the Oregon Health Authority that involve COUNTY funds directly related to this agreement. AGENCY understands that it may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.

2. Method of Payment

AGENCY will be compensated on a monthly basis as specified in Attachment 1, Rate Chart. AGENCY may expend the funds paid to AGENCY under this agreement solely on the delivery of residential treatment services, and may not expend funds in excess of the amount reasonable and necessary to provide quality delivery of residential treatment services.

County will pay AGENCY on the following basis:

AGENCY will submit **an itemized invoice** with documented true costs less any program revenue. Costs should be in accordance with submitted approved budget as stated in **ATTACHMENT 2**

AGENCY will submit **an itemized monthly invoice** by the 10th of the month for services provided the prior month. AGENCY may use invoice template provided **ATTACHMENT 2**. If AGENCY chooses to use their own invoice template, all requirements for itemized invoicing and total true costs less any program revenue will **still need to be present in their invoice format...** AGENCY will reference contract # **7734** on all invoices and correspondence regarding this agreement. Invoices shall be submitted electronically to:

BHAP@co.clackamas.or.us

When submitting electronically, designate AGENCY name and contract # **7734** in the subject of the e-mail.

- A. Disbursement by Oregon Health Authority. Payments will be made directly by Oregon Health Authority based on monthly rates authorized by COUNTY as claimed by AGENCY through the Medicaid Managed Care Information System (MMIS), subject to the following:
- (1) AGENCY, in coordination with COUNTY, must submit a Plan of Care Request for each individual in AGENCY's care to Oregon Health Authority to determine a particular individual rate;
 - (2) The monthly rate will be prorated for any month in which the individual is not served for a portion of a month;
 - (3) Payment will be reduced (offset) by the amount of Client resources received by AGENCY from the Client or the Client's health insurance in support of Client care and services provided; and
 - (4) Oregon Health Authority is not obligated to pay for services that are not properly reported through the Oregon Health Authority (OHA)'s Enhanced Data Capture by the date 60 days after the earlier of termination of this Contract, termination of the Oregon Health Authority's obligation to provide financial assistance for services or termination of the Intergovernmental Agreement.
- B. Disbursement by COUNTY. Funds for personal incidentals, rent subsidies and certain other services may be disbursed through COUNTY to AGENCY. COUNTY will disburse funds in monthly allotments as specified by the Oregon Health Authority. Disbursement will be based on the monthly rates as negotiated by COUNTY and approved by Oregon Health Authority.

3. Contract Settlement

Contract settlement will reconcile any discrepancies that may have occurred during the term of this Contract between actual COUNTY disbursement of funds and the actual amount of services delivered during the period specified as properly reported in MOTS or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement.

The estimated requirements funding for these services is subject to the limitations and requirements detailed in this agreement.

**EXHIBIT D
PERFORMANCE STANDARDS**

1. Interpretation and Administration of Agreement

AGENCY acknowledges that this agreement between COUNTY and AGENCY is subject to the underlying Intergovernmental Agreement between COUNTY and the Oregon Health Authority and applicable Oregon statutes and administrative rules concerning residential treatment services. If AGENCY believes that any provision of this agreement or COUNTY's interpretation thereof is in conflict with Federal and State statutes or regulations, AGENCY shall notify COUNTY in writing immediately.

2. General Performance Standards

COUNTY shall monitor services provided by AGENCY and has the right to require AGENCY's compliance with Oregon Health Authority established standards and other performance requirements relative to the quantity and quality of service and care, access to care, and administrative and fiscal management, and with all obligations and conditions stated in this agreement.

- A. Licenses and Certifications. By signing this agreement, AGENCY assures that all licenses and certifications required by statute or administrative rule are and will remain current and valid for all of AGENCY's employees and independent contractors providing direct service and for all of AGENCY's facilities in which services are provided. AGENCY assures that it is certified under OAR 309-012-0130 et seq. or licensed under ORS Chapter 443 by the State of Oregon to deliver specified services.
- B. Quality Assurance. AGENCY shall cooperate with, and participate in, COUNTY's quality assurance review program. Further, AGENCY shall have a planned, systematic, and ongoing process for monitoring, evaluating and improving the quality and appropriateness of residential treatment services provided to clients consistent with the requirements of the Intergovernmental Agreement and with practice guidelines established by COUNTY.
- C. AGENCY shall work with COUNTY staff to ensure that authorized services provided by AGENCY to clients are the most appropriate and cost efficient, and least restrictive. AGENCY staff shall make records available to COUNTY staff on site upon reasonable notice for purposes of utilization review.
- D. Contractual Compliance. AGENCY shall ensure that all providers and staff employed or contracted by AGENCY who provide services to clients or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.
- E. Provider Appeal Process. AGENCY shall have the right to appeal actions by COUNTY or decisions concerning interpretation of the Intergovernmental Agreement as they apply to this agreement. Appeals shall be made in writing. Appeals related to administrative decisions and all other matters shall be made to COUNTY Administration within thirty (30) calendar days of the date of the action being appealed. A decision shall be issued within twenty-one (21) business days of receipt of the written appeal. An appeal of that decision can be made in writing to the Director of Clackamas County Behavioral Health Division within fourteen (14) business days of the date of the decision. The Director will issue a decision within twenty-one (21) business days, and that decision will be final.

3. Staff Credentials

COUNTY delegates to AGENCY the credentialing and re-credentialing of employed and contracted staff who provide services to clients under this agreement. AGENCY must, at a minimum, obtain and verify documents that provide evidence of credentials and complete database queries, as follows:

- A. Appropriate education and academic degrees, as required;
- B. Licenses or certificates, as required;
- C. Relevant work history or qualifications, as required;

- D. Completion of a successful criminal history records check through the Background Check Unit, a Shared Service of the Department of Human Services and the Oregon Health Authority and compliant with ORS 181A.200. and OAR 943-007-0001 to 943-007-0501;

AGENCY assures that all of AGENCY's employees and independent contractors providing direct service under this agreement will work within the scope of their credentials and any applicable licensure or registration, or criteria for certification if not required to be licenses or registered. AGENCY shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.

COUNTY reserves the right to review, upon reasonable notice and at AGENCY's site, the actual documents describing the degrees, licenses and certifications of AGENCY's employees and independent contractors for purposes of verification. AGENCY shall provide COUNTY with a list of all staff and independent contractors who will provide services to clients under this agreement. The list shall be submitted to COUNTY within thirty (30) days of the effective date of this agreement and shall be updated as information changes or as changes are made to AGENCY's staff. The list shall document the academic degree, license, certification, and/or qualifications of each employee and independent contractor providing services under this agreement.

4. Records Maintenance, Access and Confidentiality

A. Clinical Records, Access and Confidentiality

- (1) Access to Records and Facilities. COUNTY, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of AGENCY that are directly related to this agreement, the funds paid to AGENCY hereunder, or any services delivered hereunder, for purposes of making audits, examinations, excerpts, copies and transcriptions.
- (2) Retention of Records. AGENCY shall retain and keep accessible all books, documents, papers, and records that are directly related to this agreement, the funds paid to AGENCY hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this agreement or applicable law, following the termination or expiration of this agreement. If there are unresolved audit or other questions at the end of the six-year period, AGENCY shall retain the records until the questions are resolved.
- (3) Expenditure Records. AGENCY shall document the expenditure of all funds paid to AGENCY under this agreement. Unless applicable federal law requires AGENCY to utilize a different accounting system, AGENCY shall create and maintain all expenditure records in accordance with Generally Accepted Accounting Principles and in sufficient detail to permit COUNTY and the Oregon Health Authority to verify how the funds paid to AGENCY under this agreement were expended.
- (4) Client Records. AGENCY shall create and maintain a record for each Client who receives residential treatment services under this agreement. The client record must contain, at a minimum, the following information:
 - (i) Client identification;
 - (ii) Problem assessment;
 - (iii) Treatment, training and/or care plan;
 - (iv) Medical information when appropriate; and
 - (v) Progress notes including current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules and service termination summary.

AGENCY shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215. Client records must be retained for a minimum of six (6) years from termination or expiration of this agreement.

- (5) Safeguarding of Client Information. AGENCY shall maintain the confidentiality of Client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CRF Part 2, any administrative rule adopted by the Oregon Health Authority implementing the forgoing laws, and any written policies made available to AGENCY by COUNTY or by the Oregon Health Authority. AGENCY shall create and maintain written policies and procedures related to the disclosure of Client information, and shall make such policies and procedures available to COUNTY and to the Oregon Health Authority upon request.

B. Financial Records

- (1) AGENCY shall establish and maintain policies and procedures related to financial management and financial records consistent with Generally Accepted Accounting Principles. AGENCY shall make such policies and procedures available to COUNTY upon request.
- (2) AGENCY shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. AGENCY shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.
- (3) COUNTY shall conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this agreement. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of AGENCY which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.
- (4) AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.
- (5) AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.
- (6) Limited Scope and Full Audits shall be completed within nine (9) months of the close of AGENCY's fiscal year. Audit reports, including the Management Letter associated with the audit shall be submitted to COUNTY within two weeks from the date of the report. Failure to submit required audit reports and Management Letters shall be cause for withholding of contract payment until audits are submitted.

C. Consumer Complaints

- (1) AGENCY shall maintain a record of all complaints made to AGENCY by the Client related to services provided under this agreement. A complaint means any expression of dissatisfaction, whether oral or written, submitted by a Client or representative, related to any aspect of AGENCY's operations, activities or behavior that pertains to availability, delivery or quality of care. The expression may be in whatever form or communication or language that is used by the Client. If the Client is an Oregon Health Plan Member, AGENCY must incorporate the Oregon Health Plan Complaint Form (OHP 3001), and state the reason for the dissatisfaction and the Client's desired resolution.
- (2) AGENCY shall submit to COUNTY by facsimile or portable document format (PDF) each complaint received by AGENCY submitted by a Client or representative. The complaint shall be transmitted to AGENCY the day it is received.
- (3) AGENCY shall submit to COUNTY a summary of Client complaints on a quarterly basis, within thirty (30) calendar days of the end of each calendar quarter, using the form provided by COUNTY for that purpose.

- (4) AGENCY shall post information on Client rights and responsibilities and its consumer complaint process in a visible location in all facilities and other service locations.
- (5) AGENCY shall provide a copy of its consumer complaint policy and procedure to COUNTY upon request.

5. Reporting

A. Abuse Reporting

CONTRACTOR shall comply with all processes and procedures of abuse reporting, investigations, and protective services as described in ORS 430.735 through 430.768, "Abuse Reporting for adults with mental illness or developmental abilities", and OAR 943-045-0250 through 943-045-0370, "Abuse Reporting and Protective Services in Community Programs and Community Facilities".

B. Reporting of Critical Incidents

AGENCY shall submit a report of any critical incident involving a Client occurring on AGENCY's premises and/or involving AGENCY's staff and/or occurring during the course of treatment by AGENCY. Incidents that shall be reported include, but are not limited to, injury, accident, major illness, death, act of physical aggression, medication error, suspected abuse or neglect, or any other unusual incident that presents a risk to health and safety of the Client. Incident reports shall be submitted in writing and shall include, at a minimum, the date of the incident, the persons involved, the details of the incident, and the quality and performance actions taken by AGENCY to initiate investigation of the incident and correct any identified deficiencies. Incident reports shall be submitted to COUNTY within 24 hours of the occurrence of the incident.

C. Behavioral Health Electronic Data System

AGENCY shall participate in the Oregon Health Authority (OHA)'s Enhanced Data Capture for all clients receiving Covered Services under this agreement. AGENCY shall submit all data to OHA via formats approved by OHA. AGENCY shall submit data in accordance with OHA timelines.

D. Reporting Requirements

AGENCY shall prepare and furnish Client, service and financial information as specified in the Intergovernmental Agreement to COUNTY and the Oregon Health Authority when a service is delivered under this agreement.

6. Alternative Forms of Communication

In connection with the delivery of residential treatment services, AGENCY shall:

- A. Make available to a Client without charge upon the Client's, the COUNTY's, or the Oregon Health Authority's request, any and all written materials in alternate, if appropriate, formats as required by the Oregon Health Authority's administrative rules or written policies made available to AGENCY.
- B. Make available to a Client without charge, upon the Consumer's, COUNTY's or Oregon Health Authority's request, any and all written materials in the prevalent non-English languages in the area served by AGENCY.
- C. Make available to a Client without charge upon the Consumer's, COUNTY's or Oregon Health Authority's request, oral interpretation services in all non-English languages in the area served by AGENCY.
- D. Make available to a Client with hearing impairments without charge upon the Consumer's, COUNTY's or Oregon Health Authority's request, sign language interpretation services and telephone communications access services.

7. Monitoring

A. Agreement Compliance Monitoring

COUNTY shall conduct compliance and quality assurance monitoring related to this agreement. AGENCY shall cooperate with COUNTY by providing access to records and facilities for the purpose of

an annual external, independent professional review of the quality outcomes and appropriateness of services under this agreement. COUNTY shall provide AGENCY twenty (20) business days written notice of any compliance monitoring activity that requires any action or cooperation by AGENCY. Notice of monitoring shall include the date the monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

Should AGENCY found to be out of compliance with any requirement of this contract, the following actions may be taken by COUNTY until the issue is resolved:

- Request a conference of the parties to determine the need for technical assistance
- Require a corrective action plan
- Disallow referral of new clients to AGENCY
- Put AGENCY on probationary status and suspend billing authority

Should the issue remain unresolved, COUNTY may consider AGENCY in breach and may terminate this agreement.

B. Evaluation Projects

AGENCY agrees to participate with COUNTY in any evaluation project or performance report as designed by COUNTY or applicable State or Federal agency. AGENCY shall make all information required by any such evaluation project or process available to COUNTY or COUNTY's designee within thirty (30) business days of request.

EXHIBIT E
COMPLIANCE WITH APPLICABLE LAW

AGENCY shall comply and, as indicated, cause all employees and subcontractors to comply with the following Federal requirements. For purposes of this agreement, all references to Federal and State laws are references to Federal and State laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions

AGENCY shall comply with all Federal laws, regulations, and executive orders applicable to this agreement or to the delivery of services. Without limiting the generality of the foregoing, AGENCY expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this agreement, and as they are amended from time to time: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990, (d) Executive Order 11246, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of Federal civil rights and rehabilitation statutes, rules and regulations, (j) all Federal law governing operation of Community Mental Health Programs, including without limitation, all Federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the agreement and required by law to be so incorporated. No Federal funds may be used to provide Covered Services in violation of 42 USC 14402.

2. Equal Employment Opportunity

If this agreement, including amendments, is for more than \$10,000, then AGENCY shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Non-Discrimination

AGENCY shall comply with all Federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. AGENCY shall also comply with all applicable requirements of state civil rights and rehabilitation statutes and rules. AGENCY shall comply with the requirements of Title II of the Americans with Disabilities Act and Title VI of the Civil Rights Act by assuring communication and delivery of Covered Services to clients who have difficulty communicating due to a disability, or limited English proficiency or diverse cultural and ethnic backgrounds, and shall maintain written policies, procedures and plans in accordance with the requirements of OAR 410-141-0220.

5. Pro-Children Act

AGENCY shall comply with the Pro-Children Act of 1994 (codified at 20 USC Section 6081 et. seq.).

6. Drug Free Workplace

AGENCY shall maintain a drug-free workplace and shall notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in AGENCY's workplace. AGENCY shall establish a drug-free awareness program and provide each employee to be engaged in the provision of services under this agreement with information about its drug-free workplace program.

7. Clinical Laboratory Improvement Amendments

All laboratory testing sites providing services under this agreement shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with CLIA identification number. Those laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of the waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

8. Clean Air, Clean Water, Environmental Protection Agency Regulations

If this agreement, including amendments, exceeds \$100,000 then AGENCY shall comply with all applicable standards, orders or requirements issued under Section 206 of the Clean Air Act (42 USC 7606), Federal Water Pollution Control Act, (33 USC 1251 to 1387), Executive Order 11738, and Environmental Protection Agency (EPA) regulations which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to the Department of Health and Human Services and to the appropriate Regional Office of the Environmental Protection Agency.

9. Energy Efficiency

AGENCY shall comply and cause all employees and subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 USC 6201 et. seq. (Pub. L. 94-163).

10. Resource Conservation and Recovery

AGENCY shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (42 USC 6901 et. seq.). Section 6002 of that Act requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

11. Audits

AGENCY shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

12. Truth in Lobbying

AGENCY certifies, to the best of AGENCY's knowledge and belief that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of AGENCY, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

13. Conflict of Interest

AGENCY and its subcontractors shall have in effect safeguards, including, but not limited to, policies and procedures against conflict of interest with any State of Oregon Department of Human Services employees or other agents of the State who have responsibilities relating to this agreement. These safeguards must be at least as effective as the safeguards specified in Section 27 of the Office of Federal Procurement Policy Act (41 USC 423) and must include safeguards to avoid conflicts that could be prohibited under 18 USC 207 or 208 if the Department of Human Services employee or agent was an officer or employee of the United States Government. For purposes of implementing policies and procedures required in this section, AGENCY shall apply the definitions in the State Public Ethics Law as if they applied to AGENCY for "Actual conflict of interest,: ORS 244.020(1), "potential conflict of interest," ORS 244.020(14), and "Client of household," ORS 244.020(12).

14. Protected Health Information

AGENCY is a "covered entity" for the purposes of the provisions of the Health Insurance Portability and Accountability Act (HIPAA), Title II, Subtitle F, Administrative Simplification, or the Federal regulations implementing the Act. AGENCY shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records consistent with HIPAA and/or other Federal, State, and local laws, rules and regulations applicable to the work performed under this agreement. AGENCY shall ensure that confidential records are secure from unauthorized disclosure. Electronic storage and transmission of confidential Client information and records shall assure accuracy, backup for retention and safeguards against tampering, back dating or alteration.



ATTACHEMENT 2

Mary Rumbaugh, Director
 Behavioral Health Division

INVOICE

Agency/Contractor Columbia Care Inc	Invoice Month/Year: _____
Address: 3587 Heathrow Way	Contract #: 7734
Medford, OR 97504	Agency Invoice# _____
Contact Person: Jennifer Sewitsky	Submit electronically to:
Phone Number: (541) 858-8170	BHAP@co.clackamas.or.us

Budget Category	Budget	Current Draw Request	Previously Requested	Balance
PERSONNEL: Direct Salary				
AM Direct Care 1.40 FTE	\$ 50,959.02			\$ 50,959.02
PM Direct Care 1.20 FTE	\$ 43,679.16			\$ 43,679.16
Vac/Relief Staff .40 FTE	\$ 12,133.07			\$ 12,133.07
Cook / Custodian .10 FTE	\$ 4,200.00			\$ 4,200.00
Other PC Staff RN .10 FTE	\$ 7,879.20			\$ 7,879.20
PERSONNEL Indirect Salary & FRINGE				
Administrator .20 FTE	\$ 16,654.40			\$ 16,654.40
Assistant Administrator .20 FTE	\$ 9,240.00			\$ 9,240.00
OPE(Taxes & Benefits)	\$ 53,377.60			\$ 53,377.60
Information Technology	\$ 1,400.00			\$ 1,400.00
Transportation (Program)	\$ 1,400.00			\$ 1,400.00
Training	\$ 2,800.00			\$ 2,800.00
Travel (Staff)	\$ 350.00			\$ 350.00
Treatment Activities	\$ 1,400.00			\$ 1,400.00
Treatment Supplies	\$ 700.00			\$ 700.00
Program Office Supplies	\$ 700.00			\$ 700.00
Medical Supplies	\$ 350.00			\$ 350.00
Mortgage	\$ 3,500.00			\$ 3,500.00
Food	\$ 4,200.00			\$ 4,200.00
Utilities	\$ 3,500.00			\$ 3,500.00
Household Supplies	\$ 1,400.00			\$ 1,400.00
Repairs & Maintenance	\$ 700.00			\$ 700.00
Household Furnishing	\$ 700.00			\$ 700.00
Replacement Reserve	\$ 700.00			\$ 700.00
SUBTOTALS	\$ 221,922.46	\$ -	\$ -	\$ 221,922.46
Admin. Costs 19%	\$ 33,288.37			\$ 33,288.37
LESS PROGRAM REVENUE				
TOTALS	\$ 255,210.82	\$ -	\$ -	\$ 255,210.82
Total Amount Current Invoice				\$ -

TERMS: AGENCY will submit an itemized invoice with documented true costs less any program revenue. Costs should be in accordance with submitted approved budget as stated in contract # 7734 for 5th bed at Autumn Ridge

CERTIFICATION

I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement/Contract.

Prepared by: _____

Authorized Signer: _____ Date: _____

CLACKAMAS COUNTY BEHAVIORAL HEALTH DIVISION **For Admin Use ONLY:**

ACCTS PAYABLE

2051 Kaen Rd, Suite 154 Oregon City, OR 97045

Direct Line: (503)742-5335

Fax: (503)742-5312

BHAP@co.clackamas.or.us

June 29, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Revenue Intergovernmental Agreement with
Washington County
For a Regional Prevention Coordinator for FY 2015/16

Purpose/Outcomes	Provides a Regional Prevention Coordinator to support the Get Trained To Help (GTTH) trainings and website for Clackamas, Multnomah and Washington Counties. .
Dollar Amount and Fiscal Impact	Contract maximum value is \$ \$25,870.89
Funding Source	This is a revenue Intergovernmental Agreement
Duration	Effective July 01, 2015 and terminates on June 30, 2016
Previous Board Action	No previous board approval
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities. 2. Increase self-sufficiency for our clients.
Contact Person	Mary Rumbaugh, Director, Behavioral Health Division 503-742-5305
Contract No.	7647

BACKGROUND:

The Clackamas County Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a revenue Intergovernmental Agreement (IGA) with Washington County, Health and Human Services Division.

This IGA provides a Regional Prevention Coordinator for Clackamas, Washington and Multnomah Counties. The coordinator also oversees the GTTH website.

This IGA is effective July 1, 2015 and terminates on June 30, 2016. This IGA has a maximum contract value of \$25,870.89. The contract in this format is approved by County Counsel as part of the H3S Contract standardization project.

This IGA is retroactive as the Division mistakenly thought there was an IGA executed by the other county involved. The mistake was discovered recently when the division attempted to collect the revenue.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services Department

Healthy Families. Strong Communities.

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CLACKAMAS COUNTY, OREGON
BEHAVIORAL HEALTH DIVISION

AND

WASHINGTON COUNTY

CONTRACT # 7647

I. Purpose

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

This agreement provides a regional prevention partnership between CLACKAMAS, WASHINGTON and MULTNOMAH counties.

II. Scope of Work

Regional Prevention Partnership

A. Description and Goals:

Clackamas, Multnomah and Washington counties will partner to create and maintain a coordinated regional approach to community level behavioral health promotion/prevention activities promoting positive behavioral health and well-being through:

1. Improved access to health improving activities, wellness & choices.
2. Increased opportunities for early identification and intervention for behavioral health issues.
3. Increased opportunities for training to recognize the signs and skillfully offer first aid in the event of a mental health crisis until more experienced assistance is available.
4. Increased knowledge and ability to identify resources and build supportive communities.
5. Increased opportunities to build unified messaging to break down stigma about mental health concerns.

A regional prevention partnership planning team will be formed and maintained. It will comprise one designated prevention staff from each county and the regional prevention coordinator. The prevention partnership planning team will meet regularly and will be charged with setting the goals and priorities for the regional project, in consultation with division leadership from each county. Additional staff and/or contractors may attend meetings or be involved in the project from time to time on an as needed basis.

WASHINGTON COUNTY

Intergovernmental Agreement # 7647

Page 2 of 6

B. Deliverables:

1. Develop a regional strategic plan for Clackamas, Multnomah & Washington Counties to realize the goals of the partnership and integrates the tools of the partnership, including trainings, media, outreach and community events.
2. Develop 1-2 year work plan coming out of the strategic plan.
3. Periodically report on training utilization locally and regionally. Create a digital annual report of accomplishments and outcomes.
4. Liaise with state about MHFA evaluation related to the SAMHSA grant and/or propose state work group to establish statewide evaluation framework
5. Explore creation of database for evaluations of county sponsored trainings (in-house or contracted if resources exist)
6. Maintain a centralized registry of all certified trainers for the counties in the region for ASIST, Mental Health First Aid, and QPR, in a format that can be updated and maintained over time.
7. Evaluate trainer capacity on a regional level; identify needs and a strategy to address them.
8. Consider convening trainers on a regional basis.
9. Maintain and improve a web-based registration platform for all trainings in the region, as well as information about all training opportunities, related activities and support services available in all three counties.
10. Depending upon resource availability, develop a stigma and events section for the website and include stories and photos.
11. Evaluate the option of including trainings offered by other counties or by other non-county partners on the website.
12. Conduct outreach to target populations in each county to increase knowledge about available training opportunities and events to reduce stigma, raise awareness and prevent suicide. This would include outreach to schools, churches, community groups, business groups, senior centers, etc.
13. Coordinate the scheduling of trainers from all three counties to deliver requested trainings across the region, maximizing the local expertise from each County.

WASHINGTON COUNTY

Intergovernmental Agreement # 7647

Page 3 of 6

14. Maintain and deepen use of the brand Get Trained to Help – Mental Health Matters for All as the regional anti-stigma campaign message, to be used on all outreach and marketing materials, social media, etc.
15. Identify funding opportunities for program sustainability, including:
 - a. Exploration of a non-profit partner to apply for certain grants
 - b. Development of a business/corporate sponsorship package
 - c. Identification potential foundations and business partners
 - d. Exploration of cost sharing for regional coordinator and other prevention positions

These deliverables may be amended from time to time to incorporate changes in resources or other factors.

C. Fiscal Agent:

Clackamas County will act as fiscal agent for the partnership and will receive and distribute funding, retain and manage contractors and staff specific to the regional partnership, invoice funding partners, and prepare reports to funding partners.

D. Website Administrator:

Clackamas County will act as website administrator for the Get Trained To Help – Mental Health Matters Content Management System (GTTH CMS) for all and will ensure system user administration, maintenance, performance monitoring, creating a backup/recovery policy, operating system and application software updates, security policies and password and identity management for the regional prevention partnership. Clackamas County will also ensure that designated individuals are trained to use the

E. Expectations from each party:

Each party agrees to the following:

1. To designate a skilled behavioral health prevention staff to cooperatively participate on the regional prevention partnership planning team
2. To strive for consensus in decision making; when consensus is not possible, each county agrees to cast one vote
3. To share regional resources equally to the extent possible; and to contribute equally to support the regional prevention partnership
4. To designate up to two staff to access the GTTH CMS and ensure those staff are trained in privacy, confidentiality, and HIPAA rules and have certified to the county that they will abide by those rules; also that the staff will abide by the GTTH CMS policies and procedures

WASHINGTON COUNTY

Intergovernmental Agreement # 7647

Page 4 of 6

III. Compensation

**Regional Prevention Project Budget for Coordination and Website Support (6.10.15)
July 1, 2015 - June 30, 2016**

Regional Coordinator (36 hrs/wk)	\$72,102.66
Website Fees	
<i>Domain Name Hosting (paid for ten years)</i>	
<i>Website Hosting</i>	\$450.00
<i>Domain Name Email Fee</i>	\$60.00
Website Contracted Support	
	<i>Hourly</i>
<i>Technical Support (52 hrs @ \$95/hr)</i>	\$5,000.00
<i>Not to exceed contract; we can add additional funds and defray costs with external resources (e.g. Providence Grant)</i>	
Total	\$77,612.66
Amount per county	\$25,870.89
Maximum payment shall not exceed \$25,870.89	

CLACKAMAS shall submit a request for reimbursement on a quarterly basis that details the activities performed. Requests for reimbursement shall be submitted to:

Washington County Health and Human Services Division
Attn: Kristin Burke
155 N First Avenue, # MS70
Hillsboro, Oregon 97124-3072

IV. Special Requirements

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

WASHINGTON COUNTY

Intergovernmental Agreement # 7647

Page 5 of 6

and/or its agents, employees, subcontractors, or representatives under this agreement.

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

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

V. Amendment

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

VI. Term of Agreement

This agreement becomes effective **July 1, 2015** and is scheduled to terminate **June 30, 2016**

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

WASHINGTON COUNTY

Intergovernmental Agreement # 7647

Page 6 of 6

This agreement consists of seven (7) sections.

WASHINGTON COUNTY

Sia Lindstrom
Senior Deputy County Administrator

Date
155 N First Avenue
Street Address

City / State / Zip

(503)846-4563 / 5038464560
Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing, and Human Services Department

Date

June 29, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Revenue Intergovernmental Agreement with
Washington County
For a Regional Prevention Coordinator for FY 2016/17

Purpose/Outcomes	Provides a Regional Prevention Coordinator to support the Get Trained To Help (GTTH) trainings and website for Clackamas, Multnomah and Washington Counties. .
Dollar Amount and Fiscal Impact	Contract maximum value is \$ \$27,833.33
Funding Source	This is a revenue Intergovernmental Agreement
Duration	Effective July 01, 2016 and terminates on June 30, 2017
Previous Board Action	No previous board approval
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities. 2. Increase self-sufficiency for our clients.
Contact Person	Mary Rumbaugh, Director, Behavioral Health Division 503-742-5305
Contract No.	7718

BACKGROUND:

The Clackamas County Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a revenue Intergovernmental Agreement (IGA) with Washington County, Health and Human Services Division.

This IGA provides a Regional Prevention Coordinator for Clackamas, Washington and Multnomah Counties. The coordinator also oversees the GTTH website.

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RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CLACKAMAS COUNTY, OREGON
BEHAVIORAL HEALTH DIVISION

AND

WASHINGTON COUNTY

CONTRACT # 7718

I. Purpose

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

This agreement provides a regional prevention partnership between CLACKAMAS, WASHINGTON and MULTNOMAH counties.

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A regional prevention partnership planning team will be formed and maintained. It will comprise one designated prevention staff from each county and the regional prevention coordinator. The prevention partnership planning team will meet regularly and will be charged with setting the goals and priorities for the regional project, in consultation with division leadership from each county. Additional staff and/or contractors may attend meetings or be involved in the project from time to time on an as needed basis.

WASHINGTON COUNTY

Intergovernmental Agreement # 7718

Page 2 of 6

B. Deliverables:

1. Develop a regional strategic plan for Clackamas, Multnomah & Washington Counties to realize the goals of the partnership and integrates the tools of the partnership, including trainings, media, outreach and community events.
2. Develop 1-2 year work plan coming out of the strategic plan.
3. Periodically report on training utilization locally and regionally. Create a digital annual report of accomplishments and outcomes.
4. Liaise with state about MHFA evaluation related to the SAMHSA grant and/or propose state work group to establish statewide evaluation framework
5. Explore creation of database for evaluations of county sponsored trainings (in-house or contracted if resources exist)
6. Maintain a centralized registry of all certified trainers for the counties in the region for ASIST, Mental Health First Aid, and QPR, in a format that can be updated and maintained over time.
7. Evaluate trainer capacity on a regional level; identify needs and a strategy to address them.
8. Consider convening trainers on a regional basis.
9. Maintain and improve a web-based registration platform for all trainings in the region, as well as information about all training opportunities, related activities and support services available in all three counties.
10. Depending upon resource availability, develop a stigma and events section for the website and include stories and photos.
11. Evaluate the option of including trainings offered by other counties or by other non-county partners on the website.
12. Conduct outreach to target populations in each county to increase knowledge about available training opportunities and events to reduce stigma, raise awareness and prevent suicide. This would include outreach to schools, churches, community groups, business groups, senior centers, etc.
13. Coordinate the scheduling of trainers from all three counties to deliver requested trainings across the region, maximizing the local expertise from each County.

WASHINGTON COUNTY

Intergovernmental Agreement # 7718

Page 3 of 6

14. Maintain and deepen use of the brand Get Trained to Help – Mental Health Matters for All as the regional anti-stigma campaign message, to be used on all outreach and marketing materials, social media, etc.
15. Identify funding opportunities for program sustainability, including:
 - a. Exploration of a non-profit partner to apply for certain grants
 - b. Development of a business/corporate sponsorship package
 - c. Identification potential foundations and business partners
 - d. Exploration of cost sharing for regional coordinator and other prevention positions

These deliverables may be amended from time to time to incorporate changes in resources or other factors.

C. Fiscal Agent:

Clackamas County will act as fiscal agent for the partnership and will receive and distribute funding, retain and manage contractors and staff specific to the regional partnership, invoice funding partners, and prepare reports to funding partners.

D. Website Administrator:

Clackamas County will act as website administrator for the Get Trained To Help – Mental Health Matters Content Management System (GTTH CMS) for all and will ensure system user administration, maintenance, performance monitoring, creating a backup/recovery policy, operating system and application software updates, security policies and password and identity management for the regional prevention partnership. Clackamas County will also ensure that designated individuals are trained to use the

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2. To strive for consensus in decision making; when consensus is not possible, each county agrees to cast one vote
3. To share regional resources equally to the extent possible; and to contribute equally to support the regional prevention partnership
4. To designate up to two staff to access the GTTH CMS and ensure those staff are trained in privacy, confidentiality, and HIPAA rules and have certified to the county that they will abide by those rules; also that the staff will abide by the GTTH CMS policies and procedures

WASHINGTON COUNTY

Intergovernmental Agreement # 7718

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III. Compensation

2016-17 Regional Prevention Budget (July 1, 2016-June 30, 2017)	
Regional Prevention Project Budget for Coordination and Website Support	
Regional Coordinator (36 hrs/wk)	\$75,000.00
Website Support & Fees	
<i>Technical Support</i>	\$6,000.00
<i>Website Hosting</i>	\$500.00
<i>Domain Name Email Fee</i>	\$100.00
Regional Materials	
<i>Magnets (1200 - 400 per county)</i>	\$700.00
<i>Brochures (4500 - 1500 per county)</i>	\$1,200.00
Total	<u>\$83,500.00</u>
<i>Amount per county</i>	<u>\$27,833.33</u>

Total compensation for this agreement shall not exceed: **\$27,833.33**

- A. CLACKAMAS shall submit a request for reimbursement on a quarterly basis that details the activities performed. Requests for reimbursement shall be submitted to:

Washington County Health and Human Services Division
Attn: Kristin Burke
155 N First Avenue, # MS70
Hillsboro, Oregon 97124-3072

IV. Special Requirements

- A. CLACKAMAS and WASHINGTON agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including Oregon Public Contract laws and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement with the AMH.
- B. Within the limits of the Oregon Tort Claims Act, WASHINGTON agrees to protect and save CLACKAMAS, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of

WASHINGTON COUNTY

Intergovernmental Agreement # 7718

Page 5 of 6

defense thereof, arising against CLACKAMAS' employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of WASHINGTON, and/or its agents, employees, subcontractors, or representatives under this agreement.

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

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

V. **Amendment**

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

VI. **Term of Agreement**

This agreement becomes effective **July 1, 2016** and is scheduled to terminate **June 30, 2017**

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

WASHINGTON COUNTY

Intergovernmental Agreement # 7718

Page 6 of 6

This agreement consists of seven (7) sections.

WASHINGTON COUNTY

Sia Lindstrom
Senior Deputy County Administrator

Date
155 N First Avenue
Street Address

City / State / Zip
(503)846-4563 / 5038464560
Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing, and Human Services Department

Date

June 29, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval for renewal of Revenue Intergovernmental Agreement with
Clackamas County Community Corrections, to provide
Behavioral Health Services to Community Corrections Consumers

Purpose/Outcomes	Provide mental health and substance abuse consultation and treatment services to targeted consumers served by Community Corrections Residential Services
Dollar Amount and Fiscal Impact	Contract maximum value is \$430,732., Invoices will be issued monthly for true and verifiable expense. The monthly totals will not exceed \$35,894.33.
Funding Source	This is a revenue agreement for CC Health Centers paid by CC Community Corrections budget.
Duration	Effective July 01, 2015 and terminates on June 30, 2016
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Previous Board Action	The Board previously viewed this contract on July 26, 2012 – agenda item 072612-A3, September 26, 2013 agenda item 092613-A7, December 5, 2013 agenda item 120513-A4, and June 19, 2014 agenda item 061914-A1, June 11, 2015 agenda item 061115-A-1
Contact Person	Tracy Garell, Behavioral Health Clinic Manager – 503-723-4803
Contract No.	7825

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of an Intra-Agency Agreement with Clackamas County Community Corrections to provide behavioral health services to Community Corrections’ consumers. Clackamas County Community Corrections purchases Residential Psychiatric Services, and Medication Evaluations from Health Centers Behavioral Health Clinics.

This agreement allows Clackamas County Health Centers Behavioral Health Clinics to provide mental health and substance abuse consultation and treatment services to targeted consumers served by Community Corrections’ Residential Services.

This is a renewal agreement. The contract maximum is \$430,732. The agreement is effective July 1, 2016 and expires June 30, 2017.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services

INTRA-AGENCY AGREEMENT
BETWEEN
CLACKAMAS COUNTY
HEALTH, HOUSING, AND HUMAN SERVICES DEPARTMENT
HEALTH CENTERS DIVISION
AND
CLACKAMAS COUNTY
COMMUNITY CORRECTIONS

Contract #7825

I. PURPOSE

This agreement between allows **Clackamas County Community Corrections**, herein referred to as CCCC, and **Clackamas County Health Centers Division**, herein referred to as CCHCD, to work together to provide substance abuse and mental health services to targeted clients within Corrections' Residential Services Division. The parties agree that it is appropriate to develop guidelines for their working relationship and for services to be provided.

II. SCOPE OF WORK AND COOPERATION

A. CCCC will:

1. Prioritize clients to receive service prior to referral. This prioritization will be coordinated through the CCCC liaison staff member who will monitor both the type and the flow of referrals.
2. Provide referral forms on each client to include a signed consent to release information at the same time the referral is made.
3. Provide accessibility of CCCC staff to the designated CCHCD liaison and CCHCD staff providing treatment services.
4. Provide assistance with personnel selection for CCCC/CCHCD services as requested.
5. Provide appropriate clinical office space for individual and group treatment services provided at CCCC facilities.

B. CCHCD will:

1. Through CCHCD clinical staff on site will provide crisis consultation to CCCC staff regarding CSAP clients at risk of hospitalization due to psychiatric crises. If CCHCD clinical staff are not on site at CSAP, CCCC staff should initiate contact with CCHCD and provide relevant information. During regular office hours (8:30 am to 6:30 pm Monday through Friday), services will be accessed by calling 503-655-8401 and requesting to speak with the CSAP Supervisor or the on-call adult crisis staff person. After 6:30 pm and on weekends and holidays, after hours services will be accessed by calling 503-655-8401.
2. Provide counseling to adults in the CSAP program with mental or emotional problems. All contracted Mental Health Specialists assigned to work in the CSAP program will have the core competencies to provide mental health services and will be expected to provide needed mental health and substance abuse services on site.
3. CCHCD will ensure services are provided under the terms of this contract as scheduled except on County holidays or when staff providing services listed in item # 6 below are absent on leaves approved by CCHCD.
4. CCHCD staff stationed off site will be released for CCHCD Treatment Program staff group supervisions and/or meetings on site at CSAP and occasional Behavioral Health Center staff meetings or trainings. The determination of frequency is dependent upon the need of the program, CCHCD and staff. The normal frequency for staff meetings and/or group supervisions is twice a month.

Community Corrections / Health Centers Division

Intra-Agency Agreement - #7825

Page 2

5. In order to document treatment according to agency standards, meet for supervision, and attend staff meetings and trainings, approximately 60% of the clinician's time is devoted to provision of direct clinical services. If additional duties are requested such as serving as a field instructor to students, then a reduction in direct service will occur.
6. With funds available from CCCC Residential Services, CCHCH will provide agency consultation services and substance abuse group treatment. This also includes mental health services as needed for those with significant mental health issues. Services will be delivered on site by 4 Mental Health Specialists (160 hours per week).
- C. Other services and supports for CSAP clients and CCHCD Mental Health Specialists:

- a. **Psychiatric Services/Medication Evaluations**

If a client in CSAP meets mental health treatment medical necessity and is seeing one of the contracted Mental Health Specialist on site for mental health specific services then that client can be referred for a psychiatric evaluation and treatment. A referral does not guarantee any services will be offered as CCHDC does not provide psychiatric care for all patients. If the client can be served by a PCP, then they will be referred to a medical provider.

- b. **Training – CCHCD Required Training**

Annual training dollars will be provided for continuing education and to retain certifications for the four full-time contracted CCHCD staff. No cost to CCCC. Time away for trainings will generally be no greater than one week per year.

- c. **Clinical Supervision**

With funds available from CCCC, clinical supervision will be provided for each of the treatment staff by a CCHCD program supervisor with expertise in mental health and addictions treatment. The frequency of supervision will be determined by CCHCD based on the needs of the employee.

III. COMPENSATION

- A. CCCC agrees to pay CCHCD an amount not to exceed **\$430,732** for the services described in Section II.B, and Clinical supervision listed in C.
- B. Monthly payments from CCCC will be made to CCHCD on the basis of requests for payment submitted as follows:
 1. CCHCD will bill CCCC for true and verifiable expenses for hours worked to perform the work and services outlined in this contract. Monthly payments should not exceed **\$35,894.33**.
 2. CCHCD will submit a payment request by the 25th of the month following service.
- C. An accounting of revenue received will occur December 31, 2016 and June 30, 2017 from recovered Phase IV CSAP insurance billings, will be deducted from total contract expense.

IV. LIAISON RESPONSIBILITY

CCCC will assign a liaison for the programs. CCHCD's liaison will be the Program Supervisor providing clinical supervision. Questions or concerns shall be resolved between the referring CCCC Residential Services and Field Services staff and the CCHCD therapist, whenever possible. Unresolved issues or concerns shall be referred to the respective liaisons as primary program contacts responsible for implementation of this agreement.

Community Corrections / Health Centers Division

Intra-Agency Agreement - #7825

Page 3

V. CONFIDENTIALITY

CCCC's confidentially policy No. 214 will be the basis for release of information from CCCC's files; the CCHCD Policy and Procedures on confidentiality of records will be the basis for release of treatment information which is of a confidential nature will be safeguarded and not made available to unauthorized persons, and each party will uphold other contracted agreements concerning confidentiality pursuant to state and federal statutes.

Both CCCC and CCHCD will comply with all applicable provision of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, and 45 CFR Parts 160-164, 42 CFR Part 2.

VI. AMENDMENTS

This agreement may be amended at any time with the concurrence of both parties. Amendments are effective only after signature by all persons signing this agreement.

VII. TERM OF AGREEMENT

A. This agreement is effective **July 1, 2016** and expires **June 30, 2017**.

B. This agreement is subject to termination by either party on 30 days' notice to the other.

COMMUNITY CORRECTIONS DEPARTMENT

**HEALTH, HOUSING, AND HUMAN SERVICES
DEPARTMENT**

HEALTH CENTERS DIVISION

Deborah Cockrell, Director

Jenna Morrison, Director

Richard Swift, H3SDirector

Date

Date

June 29, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a renewal Professional Services Agreement with Folk Time, Inc, for peer services to the Stewart Community Center and Hilltop Adult Services Center

Purpose/Outcomes	Provide peer services to the Stewart Community Center and Hilltop Adult Services Center, using a Peer Support Team model to promote a recovery oriented support system.
Dollar Amount and Fiscal Impact	Contract maximum value is \$195,700. This agreement is funded through revenue from the Adult Mental health Services and the Community Support Team.
Funding Source	3610-8600 – Adult Mental Health Services and 3610-8604 – Community Support Team. No County General Funds are involved.
Duration	Effective July 01, 2016 and terminates on June 30, 2017
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Previous Board Action	The Board last reviewed and approved this agreement on June 25, 2015.
Contact Person	Tracy Garell, Behavioral Health Clinic Manager – 503-723-4803
Contract No.	7819

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of an Agreement with Folk Time, Inc., for peer services to the Stewart Community Center and Hilltop Adult Services Center

As part of Clackamas County’s Behavioral Health Redesign, which was started in 2009, Clackamas County Health Centers Division, Behavioral Health Clinics committed to the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addiction services. Peer Services is an evidenced based practice to provide recovery oriented services designed to reduce the number of recurring treatment episodes. The term peer, for the purposes of this contract, refers to a person who has been the recipient of inpatient or outpatient mental health and/or addiction treatment services. Peers provide support to an individual or family who has similar lived experiences.

Folk Time, Inc. will provide peer support services to consumers at the Stewart Community Center and Hilltop Adult Services Center. Peer Support Services are recovery-oriented and include companion care, transportation, activity coordination, problem solving, medication reminders, and communication skills development for individuals with receiving Behavioral Health Services.

This contract is effective July 1, 2016 and continues through June 30, 2017. This contract has been reviewed by County Counsel ON June 16, 2016.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

June 29, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a renewal Intergovernmental Agreement with Washington County,
for the Cities Readiness Initiative Program

Purpose/Outcomes	Clackamas County H3S has been named to receive funding for the Cities Readiness Initiative (CRI) Program administered by Washington County.
Dollar Amount and Fiscal Impact	Contract maximum value is \$25,221.
Funding Source	No County General Funds are involved.
Duration	Effective July 01, 2016 and terminates on June 30, 2017
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Previous Board Action	The Board last reviewed and approved this agreement on September 18, 2014 agenda item 091814-A4, June 25, 2015 agenda item 062515-A6.
Contact Person	Dawn Emerick, Public Health Director – 503-655-8479
Contract No.	7828

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Agreement with Washington County for the Cities Readiness Program.

CRI is a nationwide program designed to help large urban areas create plans to administer medicine or chemical agents for the purpose of disease prevention to 100% of their populations. The State of Oregon contracts these funds to Washington County who administers this program on the State’s behalf. The Portland Metropolitan CRI program is in its ninth year and the region includes Clackamas, Clark, Columbia, Multnomah, Skamania, Washington and Yamhill counties.

This contract is effective July 1, 2016 and continues through June 30, 2017. This contract has been reviewed by County Counsel on June 22, 2016.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and Clackamas County.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: July 1, 2016, or upon final signature, whichever is later.

The expiration date is: June 30, 2017; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- 4) To the extent applicable, the provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through 279C.870 are incorporated by this reference as though fully set forth.
- 5) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 6) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 7) This Agreement may be terminated, with or without cause and at any time, by a party by providing _____ (30 if not otherwise marked) days written notice of intent to the other party(s).
- 8) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 9) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 10) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

- 11) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
- 12) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 13) 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.
- 14) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

Jurisdiction

Signature

Date

Printed Name

Title

Address: _____

WASHINGTON COUNTY:

Signature

Date

Printed Name

Title

Address:

155 North First Avenue
Mail Stop # 6A
Hillsboro, OR 97124



June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**A BOARD ORDER APPROVING SOLID WASTE MANAGEMENT FEE
ADJUSTMENTS**

Purpose/Outcomes	A Board Order approving Solid Waste Management fee adjustments for collection service and at the County owned transfer station.
Fiscal Impact	N/A
Funding Source	N/A
Duration	Subject to Annual Review
Previous Action	Solid Waste Commission approval on June 2, 2016.
Strategic Plan Alignment	Build public trust through good government and Ensure safe, healthy and secure communities
Contact Person	Rick Winterhalter, Sr. Sustainability Analyst DTD RC&SW 503-742-4466
Contract No.	N/A

BACKGROUND

The Department of Transportation and Development (DTD) is responsible for managing the County's Integrated Solid Waste Collection System. This includes an annual review of the production records of the nine franchised solid waste collection. The purpose of the review is to ensure solid waste and recycling collection services are being provided as safely and as efficiently as possible. The review is also used to establish the fees charged for the services required by the County, and to ensure a fair return on revenues to the collectors. This process is supported by a certified public accountant to review franchisee financial records.

Historically the County has recognized the administrative and strategic value of an annual review, coupled with annual adjustments *as necessary* to keep fees and real costs aligned. This governance model prevents large and unexpected increases resulting from a less frequent review.

The County is divided into four fee zones: 1) Urban; 2) Rural; 3) Distant Rural and 4) Mountain. Zones are differentiated by services offered (e.g. no yard debris service outside the Urban zone) and distances traveled between houses and from disposal sites.

The current fees were adopted by the Board and made effective July 1, 2015. The adjusted returns for 2015 in each fee zone fall within the acceptable range of 8-12%.

This year's annual review was conducted on a range of factors impacting the cost of service, including labor, fuel costs, and disposal and processing fees for materials collected.

This year's analysis recognizes a slight increase in cost of garbage disposal, and known increases in contractual labor. While other upward pressures on expenses exist, past increases have allowed the system to finally move into the middle of the targeted range of returns. The minimal increase is being proposed to keep the composite within the range. Disposal and labor represent almost 50% of the costs to provide service and staff believes it is important to stay current with providing revenues necessary to cover expenses. The Metro Council has adopted a small increase to the cost of disposal of \$1.27 per ton effective July 1, 2016. *(Metro report attached.)*

These cost increases are the primary drivers for the proposed fee adjustment, proposed to take effect on July 1, 2016. . For example, the Solid Waste Commission has recommended an increase for the most common service level, the 32 gallon can/cart collected weekly, of \$0.10 per month across all fee zones. This represents an incremental increase of about 0.3%. All other classes of service follow similar increases. *(See Solid Waste Collection Supporting Documents)*

The following tables illustrate the recommended proposed fees for each zone. The 32-35 gallon can/cart is the predominant service level. *(See Composite Summaries)*

Recent History of 32-Gallon Cart / Can Fees								
	2009	2010	2011	2012	2013	2014	2015	Proposed
Urban	\$26.35	\$27.45	\$28.20	\$28.65	\$28.90	\$28.90	\$29.96	\$30.05
Rural	23.30	24.20	24.85	25.30	25.60	25.60	26.25	26.35
Distant Rural	28.20	29.10	29.80	30.35	30.60	30.60	31.20	31.35
Mountain	29.45	30.35	31.05	31.60	31.85	31.85	32.45	32.60

The Solid Waste Commission also recommends an increase for commercial container service based on cubic yard serviced. This reflects the adjustments to labor, disposal and processing costs as mentioned above.

Commercial Container Fee	
Fee Zone	Increase Per Cubic Yard
Urban	\$0.39
Rural	\$0.39
Distant Rural / Mountain	\$0.39

Commercial 90 gallon Cart Fees

In 2013 the Board approved removing a commercial cart fee discount in the Rural and Distant Rural zones in order to bring the fees in line with the cost of delivering the service. Historically, commercial carts had been discounted when compared with residential cart service. The adjustment to the 35 and 60 gallon commercial cart fee was accomplished through incremental annual adjustments. An administrative oversight resulted in the 90 gallon commercial cart service not increasing along with the 35 and 60 gallon carts. To bring the 90 gallon cart fee closer to the cost of service requires an additional increase of \$3.05 and \$3.40 for the Rural and Distant Rural zones respectively. This adjustment affects approximately 400 commercial customers.

The Solid Waste Commission discussed the options available to effect this increase and recommends making the adjustment this year.

90 gal Commercial Cart	Current	Proposed	<i>Change</i>
Rural	\$39.85	\$43.15	\$3.30
Distant Rural	\$43.40	\$47.05	\$3.65

Fee Adjustment: Clackamas County Garbage and Recycling Transfer Station

The last fee adjustment at the Transfer Station was approved and made effective by the Board on July 7, 2011.

Since 2011 disposal and hauling costs, comprising approximately 50% of the cost of operating the station, have risen by 30%. Each of the past 2 years has seen a decline in the operating margin, approaching the floor of the target range of 8%-12%. It is for this reason staff is recommending an increase in the minimum and per can fee for household (light) garbage at the station. Of all the transactions at the transfer station about 50% of them come from the customers using these services.

Transfer Station	Current	Proposed	<i>Change</i>
Minimum-Household	\$18.00	\$21.00	<i>\$3.00</i>
Per can-Household	\$6.00	\$7.00	<i>\$1.00</i>
Per Ton	\$65.00	\$70.00	<i>\$5.00</i>

Beginning in 2005 when the concept of a minimum fee was approved, the desired effect of minimizing traffic from customers bringing only 1 or 2 cans has occurred. There are still many customers bringing their material in cans but they are bringing in multiple cans to meet the minimum fee, thus avoiding paying a higher per can rate.

The disposal fee per ton of garbage disposed by franchised collectors and others with large loads using the scale, is proposed to increase by \$5.00 to \$70.00.

Illegal Dumping Programs

The County’s illegal dumping programs utilize the station when they are working in the east county forests and surrounding areas. The citizens have expressed satisfaction with these programs and yet the programs experience funding challenges. Historically these programs spend less than \$2,000 a year at the transfer station. Staff is proposing the illegal dumping programs operated by Clackamas County receive free disposal, not to exceed \$2,000 annually, at the transfer station.

Site Improvements

Over the past couple of year’s staff along with representatives of the franchisee, Waste Management of Oregon, have been discussing improvements to the site. The discussions have focused on the tip wall and railing at the top of the tip wall. The County has secured an engineering firm, KPFF, who has provided design options currently under review by all parties. The cost estimate to perform the necessary work is \$70,000. This cost is also considered in the proposed adjustment.

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners adopt the Solid Waste Management Fee Schedules as presented in Exhibits A and B effective July 1, 2016.

Sincerely,

Scott Caufield
Resource Conservation & Solid Waste Manager
Attachments

For information on this issue or the attachments, please contact Rick Winterhalter at 503-742-4466 or rickw@clackamas.us.

In The Matter of Approving the Clackamas County Fee Schedule for Solid Waste Collection Services and Operations of the Clackamas County Garbage & Recycling Transfer Station to be uniformly applied.

Order No.

Page 1 of 2

This matter coming before the Board of County Commissioners at this time, and it appearing to the Board that an application has been received by the Solid Waste Commission for a Waste Management Fee adjustment for the franchised collectors and operations of the Clackamas County Garbage & Recycling Transfer Station, and

It further appearing to the Board that the Solid Waste Commission, at a meeting on June 2, 2016, reviewed the application and supporting data received by the Commission for a Waste Management Fee adjustment for the franchised solid waste collectors within the County and the Transfer Station, and made their findings as follows:

- A. That a Waste Management Fee adjustment has been requested by the franchisees; and
- B. That it is the County's responsibility to ensure each portion of the solid waste collection system recovers the cost of providing that particular service; and
- C. That no general operating cost adjustment in Waste Management Fees be established for infectious waste collection service; and
- D. That operating costs such as labor and equipment purchases are increasing; and
- E. That disposal costs are increasing; and
- F. That the Waste Management Fees be adjusted for a majority of the classes of residential and commercial can/cart service; for container collection service, for drop box service and for miscellaneous services in all fee zones as set forth in Exhibit A of this Order; and
- G. That the Transfer Station fees be established as set forth in the schedule attached hereto as Exhibit B of this order; and
- H. That this request is just and reasonable under Chapter 10.03 of the Clackamas County Code; and

In The Matter of Approving the Clackamas County Fee Schedule for Solid Waste Collection Services and Operations of the Clackamas County Garbage & Recycling Transfer Station to be uniformly applied.

Order No.

Page 2 of 2

The Board having considered the investment in facilities and equipment; the services of management; methods of storage, collection, transportation and disposal; the length of haul to disposal facilities; the cost of the disposal; reasonable return to the owners of the business; the future service demands of the area or site which must be anticipated in equipment, facilities, personnel or land; extra charge for special pickups or pickups on days where service is not normally provided on a route; extra charges where the type of character of waste or solid waste, including but not limited to, wastes with peculiarly offensive odors, that requires special handling or service; the extra cost for providing the opportunity to recycle; and extra charges for providing janitorial services on the premises where service is provided; we do adopt the findings of the Solid Waste Commission as our own findings and do further find that the Waste Management Fee adjustments as set out herein are just, fair and reasonable; now therefore

IT IS HEREBY ORDERED that the foregoing recommendations be adopted and that the Waste Management Fee adjustments apply to all Clackamas County franchised solid waste collection companies and transfer station operators according to the recommendations effective July 1, 2016,

ADOPTED this ____ day of _____, 2016

BOARD OF COUNTY COMMISSIONERS

John Ludlow, Chair

Recording Secretary

Clackamas County Fee Schedule For Waste and Recycling Collection Services

Effective: July 1, 2016

U R B A N	Residential Service		Monthly Fee	Fee per Pick Up	At House Service²
	Weekly Pick Up¹ - one cart/can of garbage, 60 gallon yard debris and recycling				
	20 gallon cart/can		\$ 26.20		\$ 29.70
	35 gallon cart/can		\$ 30.05		\$ 33.55
	60 gallon cart		\$ 39.40		N/A
	90 gallon cart		\$ 46.20		N/A
	Occasional extra garbage - 35 gallon			\$ 6.05	\$ 6.85
	Occasional extra yard debris - 35 gallon			\$ 3.00	
	Monthly Pick Up⁴ - one cart/can of garbage; weekly recycling included				
	35 gallon cart/can		\$ 12.95		\$ 13.85
	Occasional extra garbage - 35 gallon			\$ 6.05	\$ 6.85
	On-Call Pick Up⁴ - one cart/can of garbage				
	35 gallon cart/can			\$ 13.65	N/A
	Other Services and Fees				
	Recycling only - weekly		\$ 4.70		N/A
	Yard debris subscription ³ - weekly		\$ 5.70		N/A
	Yard debris Permanent 2nd Can		\$ 4.25		N/A
	Distance fees		Table 2		
	Terrain fee		\$ 3.65		
	Multifamily Service - for shared containers see commercial fees.				
	Weekly Pick Up¹ - one cart/can of garbage and recycling				
	Central billing	20 gallon	\$ 21.70		\$ 23.70
		35 gallon	\$ 25.55		\$ 27.55
	Individual billing	20 gallon	\$ 23.30		\$ 25.30
		35 gallon	\$ 27.15		\$ 29.15
	Occasional extra garbage - 35 gallon		6.05	\$ 6.85	
	Bulky waste - furniture, appliances etc.		Table 1		
Additional fees - see Tables 1 and 2					

¹Greater than one cart/can per week, use multiples of single cart/can fee.

² At House Service is when garbage carts/cans are picked up at house instead of curbside/roadside (must be placed within 50 feet of curb/road). At House Service is not available for recycling or yard debris.

³ Available to customers without weekly garbage service. Requires full year subscription. May be billed annually or monthly, depending on provider.

⁴ Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: July 1, 2016

U R B A N	Commercial Containers weekly recycling included						
	Stops/ Week	Monthly fee for container size in cubic yards					
		1	Add'l	1 1/3	Add'l	1.5	Add'l
	1	\$95.68	\$81.24	\$118.23	\$100.07	\$125.55	\$107.40
	2	\$183.63	\$156.40	\$228.74	\$195.01	\$243.35	\$207.36
	3	\$271.58	\$230.12	\$339.22	\$288.93	\$361.17	\$307.86
	4	\$359.53	\$306.72	\$449.72	\$383.47	\$478.96	\$407.58
	5	\$447.48	\$380.43	\$560.23	\$477.41	\$596.77	\$510.94
	6	\$535.43	\$456.21	\$670.73	\$570.65	\$714.57	\$610.06
	Stops/ Week	Monthly fee for container size in cubic yards					
2		Add'l	3	Add'l	4	Add'l	
1	\$158.75	\$135.65	\$215.11	\$184.17	\$273.64	\$236.10	
2	\$309.76	\$265.49	\$417.78	\$358.45	\$534.85	\$461.07	
3	\$460.78	\$394.53	\$620.45	\$533.36	\$796.06	\$685.20	
4	\$611.79	\$521.22	\$823.12	\$710.33	\$1,057.27	\$906.73	
5	\$762.82	\$655.30	\$1,025.80	\$883.65	\$1,318.47	\$1,134.82	
6	\$913.83	\$782.57	\$1,228.46	\$1,053.68	\$1,579.68	\$1,359.22	
Stops/ Week	Monthly fee for container size in cubic yards						
	5	Add'l	6	Add'l	8	Add'l	
1	\$329.83	\$305.08	\$378.96	\$350.49	\$465.44	\$432.43	
2	\$646.05	\$597.26	\$744.30	\$689.49	\$917.27	\$851.92	
3	\$962.27	\$887.28	\$1,109.63	\$1,022.20	\$1,369.09	\$1,271.61	
4	\$1,278.47	\$1,178.98	\$1,474.97	\$1,361.43	\$1,820.92	\$1,689.31	
5	\$1,594.70	\$1,473.63	\$1,840.32	\$1,700.28	\$2,272.75	\$2,100.03	
6	\$1,910.91	\$1,770.86	\$2,205.66	\$2,032.94	\$2,724.58	\$2,523.70	
Commercial Carts/Cans ¹ - monthly fee; weekly recycling included							
One Stop per Week				First cart/can	Second cart/can	Each additional	
35 gallon cart/can				\$26.10	\$50.00	\$21.90	
60 gallon cart				\$37.35	N/A	N/A	
90 gallon cart				\$40.05	N/A	N/A	
Occasional extra garbage - 35 gallon				N/A	N/A	\$5.00	
Two Stops per Week							
35 gallon cart/can - 2 stops/wk				\$51.60	\$98.90	\$22.55	
Occasional extra garbage - 35 gallon				N/A	N/A	\$5.00	
Additional fees may apply - see Tables 1, 2 & 3							

¹The use of a cart and the type of customer using a cart for commercial waste collection services shall be at the discretion of the collector.

Exhibit A

Effective: July 1, 2016

R U R A L	Residential Service		Monthly Fee	Fee per Pick Up	At House Service²
	Weekly Pick Up¹ - one cart/can of garbage and recycling				
	20 gallon cart/can		\$22.55		\$26.05
	35 gallon cart/can		\$26.35		\$29.85
	60 gallon cart		\$37.60		N/A
	90 gallon cart		\$43.15		N/A
	Occasional extra garbage - 35 gallon			\$6.10	\$6.90
	Monthly Pick Up³ - one cart/can; weekly recycling included				
	35 gallon cart/can		\$12.85		\$13.75
	Occasional extra garbage - 35 gallon			\$6.10	\$6.90
	On-Call Pick Up³ - one cart/can of garbage				
	35 gallon cart/can			\$13.90	N/A
	Other Services and Fees				
	Recycling only - weekly		\$7.00		N/A
	Bulky waste - furniture, appliances etc.			Table 1	
	Distance fees		Table 2		
	Terrain fee		\$3.65		
	Multifamily Service - for shared containers see commercial fees.				
	Weekly Pick Up¹ - one cart/can of garbage and recycling				
	Central billing	20 gallon	\$20.95		\$22.95
		35 gallon	\$24.75		\$26.75
	Individual billing	20 gallon	\$22.55		\$24.55
		35 gallon	\$26.35		\$28.35
Occasional extra garbage - 35 gallon			\$6.10	\$6.90	
Bulky waste - furniture, appliances etc.			Table 1		
Additional fees may apply - see Tables 1 and 2					

¹Greater than one cart/can per week, use multiples of single cart/can fee.

² At House service is when garbage carts/cans are picked up at house instead of curbside/roadside (must be within 50 feet of curb/road). At House Service is not available for recycling.

³Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: July 1, 2016

R U R A L	Commercial Containers weekly recycling included						
	Stops/ Week	Monthly fee for container size in cubic yards					
		1	Addt'l	1 1/3	Addt'l	1.5	Addt'l
	1	\$108.22	\$ 103.52	\$ 132.72	\$ 127.56	\$ 147.57	\$ 141.93
	2	\$207.03	\$ 198.43	\$ 255.22	\$ 245.92	\$ 283.85	\$ 273.75
	3	\$305.75	\$ 293.35	\$ 377.64	\$ 364.19	\$ 420.28	\$ 405.63
	4	\$404.56	\$ 388.31	\$ 500.20	\$ 482.55	\$ 556.59	\$ 537.39
	5	\$503.28	\$ 483.23	\$ 622.67	\$ 600.82	\$ 692.86	\$ 669.31
	6	\$611.54	\$ 586.79	\$ 755.32	\$ 728.43	\$ 840.43	\$ 811.18
	Stops/ Week	Monthly fee for container size in cubic yards					
2		Addt'l	3	Addt'l	4	Addt'l	
1	\$186.48	\$ 180.03	\$ 262.85	\$ 254.85	\$ 338.16	\$ 328.71	
2	\$360.11	\$ 348.46	\$ 509.74	\$ 495.39	\$ 657.51	\$ 640.56	
3	\$533.54	\$ 516.69	\$ 756.63	\$ 735.78	\$ 976.87	\$ 952.42	
4	\$707.01	\$ 684.96	\$ 1,003.52	\$ 976.37	\$ 1,296.23	\$ 1,264.28	
5	\$880.59	\$ 853.29	\$ 1,250.37	\$ 1,216.52	\$ 1,615.52	\$ 1,575.97	
6	\$1,067.07	\$ 1,033.37	\$ 1,513.20	\$ 1,471.65	\$ 1,953.78	\$ 1,904.63	
Stops/ Week	Monthly fee for container size in cubic yards						
	5	Addt'l	6	Addt'l	8	Addt'l	
1	\$412.33	\$ 401.58	\$ 488.44	\$ 476.09	\$ 632.31	\$ 617.61	
2	\$803.19	\$ 783.82	\$ 952.27	\$ 930.27	\$ 1,235.73	\$ 1,209.63	
3	\$1,194.02	\$ 1,166.02	\$ 1,416.00	\$ 1,384.35	\$ 1,839.08	\$ 1,801.58	
4	\$1,584.92	\$ 1,548.32	\$ 1,879.78	\$ 1,838.53	\$ 2,442.39	\$ 2,393.49	
5	\$1,975.70	\$ 1,930.50	\$ 2,343.57	\$ 2,292.67	\$ 3,045.81	\$ 2,985.41	
6	\$2,388.02	\$ 2,332.07	\$ 2,831.10	\$ 2,767.90	\$ 3,678.12	\$ 3,603.12	
Commercial Carts/Cans ¹ - monthly fee; weekly recycling included							
				First	Second	Each	
One Stop per Week				cart/can	cart/can	additional	
35 gallon cart/can				\$ 26.35	\$ 51.30	\$ 24.10	
60 gallon cart				\$ 37.60	N/A	N/A	
90 gallon cart				\$ 43.15	N/A	N/A	
Occasional extra garbage - 35 gallon				N/A	N/A	\$ 5.25	
Two Stops per Week							
35 gallon cart/can - 2 stops/wk				\$ 51.95	\$ 101.15	\$ 22.80	
Occasional extra garbage - 35 gallon				N/A	N/A	\$ 5.25	
Additional fees may apply - see Tables 1, 2 & 3							

¹The use of a cart and the type of customer using a cart for commercial waste collection services shall be at the discretion of the collector.

Exhibit A

Effective: July 1, 2016

D I S T A N T R U R A L	Residential Service		Monthly Fee	Fee per Pick Up	At House Service²	
	Weekly Pick Up¹ - one cart/can of garbage and recycling					
	20 gallon cart/can		\$27.25		\$30.75	
	35 gallon cart/can		\$31.35		\$34.85	
	60 gallon cart		\$41.45		N/A	
	90 gallon cart		\$47.05		N/A	
	Occasional extra garbage - 35 gallon			\$6.65	\$7.45	
	Monthly Pick Up³ - one cart/can; weekly recycling included					
	35 gallon cart/can		\$14.50		\$15.40	
	Occasional extra garbage - 35 gallon			\$6.65	\$7.45	
	On-Call Pick Up³ - one cart/can of garbage					
	35 gallon cart/can			\$14.35	N/A	
	Other Services and Fees					
	Recycling only - weekly		\$7.20		N/A	
	Bulky waste - furniture, appliances etc.			Table 1		
	Distance fees		Table 2			
	Terrain fee		\$3.65			
	Multifamily Service - for shared containers see commercial fees.					
	Weekly Pick Up¹ - one cart/can of garbage and recycling					
	Central billing		20 gallon	\$25.65		\$27.65
			35 gallon	\$29.75		\$31.75
	Individual billing		20 gallon	\$27.25		\$29.25
			35 gallon	\$31.35		\$33.35
Occasional extra garbage - 35 gallon				\$6.65	\$7.45	
Bulky waste - furniture, appliances etc.				Table 1		
Additional fees may apply - see Tables 1, 2 & 3						

¹Greater than one cart/can per week, use multiples of single cart/can fee.

² At House service is when garbage carts/cans are picked up at house instead of curbside/roadside (must be within 50 feet of curb/road). At House Service is not available for recycling.

³Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: July 1, 2016

D I S T A N T R U R A L	Commercial Containers includes weekly recycling						
	Stops/ Week	Monthly fee based on size in cubic yards					
		1	<i>Add'l</i>	1 1/3	<i>Add'l</i>	1.5	<i>Add'l</i>
	1	\$122.48	\$ 117.78	\$ 148.97	\$ 143.81	\$ 164.85	\$ 159.20
	2	\$227.30	\$ 218.70	\$ 279.49	\$ 270.19	\$ 310.12	\$ 300.02
	3	\$332.02	\$ 319.62	\$ 409.91	\$ 396.46	\$ 455.57	\$ 440.92
	4	\$436.84	\$ 420.59	\$ 540.47	\$ 522.82	\$ 600.89	\$ 581.69
	5	\$541.57	\$ 521.52	\$ 670.95	\$ 649.10	\$ 746.18	\$ 722.63
	6	\$655.84	\$ 631.09	\$ 811.60	\$ 784.70	\$ 902.75	\$ 873.50
	Stops/ Week	Monthly fee based on size in cubic yards					
		2	<i>Add'l</i>	3	<i>Add'l</i>	4	<i>Add'l</i>
	1	\$206.75	\$ 200.30	\$ 289.12	\$ 281.12	\$ 370.44	\$ 360.99
	2	\$392.39	\$ 380.74	\$ 554.04	\$ 539.69	\$ 713.82	\$ 696.87
	3	\$577.84	\$ 560.99	\$ 818.95	\$ 798.10	\$ 1,057.22	\$ 1,032.77
	4	\$763.32	\$ 741.27	\$ 1,083.87	\$ 1,056.72	\$ 1,400.61	\$ 1,368.66
	5	\$948.92	\$ 921.62	\$ 1,348.74	\$ 1,314.89	\$ 1,743.93	\$ 1,704.38
	6	\$1,147.42	\$ 1,113.72	\$ 1,629.59	\$ 1,588.04	\$ 2,106.22	\$ 2,057.07
	Stops/ Week	Monthly fee based on size in cubic yards					
		5	<i>Add'l</i>	6	<i>Add'l</i>	8	<i>Add'l</i>
1	\$450.62	\$ 439.87	\$ 532.74	\$ 520.39	\$ 688.62	\$ 673.92	
2	\$871.52	\$ 852.15	\$ 1,032.62	\$ 1,010.62	\$ 1,340.11	\$ 1,314.01	
3	\$1,292.39	\$ 1,264.39	\$ 1,532.39	\$ 1,500.74	\$ 1,991.52	\$ 1,954.02	
4	\$1,713.33	\$ 1,676.73	\$ 2,032.22	\$ 1,990.97	\$ 2,642.90	\$ 2,594.00	
5	\$2,134.15	\$ 2,088.95	\$ 2,532.06	\$ 2,481.16	\$ 3,294.38	\$ 3,233.98	
6	\$2,576.51	\$ 2,520.56	\$ 3,055.64	\$ 2,992.44	\$ 3,974.75	\$ 3,899.75	
Commercial Carts/Cans¹- monthly fee; weekly recycling included							
				First	Second	Each	
One Stop per Week				cart/can	cart/can	additional	
35 gallon cart/can				\$31.35	\$62.00	\$30.35	
60 gallon cart				\$41.45	N/A	N/A	
90 gallon cart				\$47.05	N/A	N/A	
Occasional extra garbage- 35 gallon				N/A	N/A	\$6.00	
Two Stops per Week							
35 gallon cart/can - 2 stops/wk				\$62.00	\$122.55	\$29.75	
Occasional extra garbage - 35 gallon				N/A	N/A	\$6.00	
Additional fees may apply - see Tables 1, 2 & 3							

¹The use of a cart and the type of customer using a cart for commercial waste shall be at the discretion of the collector.

Exhibit A

Effective: July 1, 2016

M O U N T A I N	Residential Service		Monthly Fee	Fee per Pick Up	At House Service²
	Weekly Pick Up¹ - one can of garbage and recycling				
	20 gallon can		\$28.50		\$32.00
	35 gallon can		\$32.60		\$36.10
	Occasional extra - 35 gallon			\$6.65	\$7.45
	Monthly Pick Up³ - one can; weekly recycling included				
	35 gallon can		\$14.80		\$15.70
	Occasional extra - 35 gallon			\$6.05	\$6.85
	On-Call Pick Up³ - one can of garbage				
	35 gallon can			\$14.65	N/A
	Other Services and Fees				
	Recycling only - weekly		\$7.20		N/A
	Bulky waste - furniture, appliances etc.			Table 1	
	Distance fees		Table 2		
	Terrain Fee		\$3.65		
	Multifamily Service see commercial fees for shared containers.				
	Weekly Pick Up¹ - one cart/can of garbage and recycling				
	Central billing	20 gallon	\$26.90		\$28.90
		35 gallon	\$31.00		\$33.00
	Individual billing	20 gallon	\$28.50		\$30.50
		35 gallon	\$32.60		\$34.60
	Occasional extra - 35 gallon			\$6.65	\$7.55
	Bulky waste - furniture, appliances etc.			Table 1	
Additional fees may apply - see Tables 1, 2 & 3					

¹Greater than one can per week, use multiples of single can fee.

² Cans picked up at house instead of roadside or curb (must be within 50 feet of roadside or curb).

³Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: July 1, 2016

M O U N T A I N	Commercial Containers includes weekly recycling						
	Stops/ Week	Monthly fee for container size in cubic yards					
		1	<i>Add'l</i>	1 1/3	<i>Add'l</i>	1.5	<i>Add'l</i>
	1	\$141.53	\$ 136.83	\$ 174.38	\$ 169.22	\$ 193.43	\$ 187.78
	2	\$265.40	\$ 256.80	\$ 330.29	\$ 320.99	\$ 367.28	\$ 357.18
	3	\$389.18	\$ 376.78	\$ 486.12	\$ 472.67	\$ 541.31	\$ 526.66
	4	\$513.05	\$ 496.80	\$ 642.08	\$ 624.43	\$ 715.20	\$ 696.00
	5	\$636.83	\$ 616.78	\$ 797.96	\$ 776.11	\$ 889.07	\$ 865.52
	6	\$770.15	\$ 745.40	\$ 964.02	\$ 937.12	\$ 1,074.22	\$ 1,044.97
	Stops/ Week	Monthly fee for container size in cubic yards					
2		<i>Add'l</i>	3	<i>Add'l</i>	4	<i>Add'l</i>	
1	\$244.85	\$ 238.40	\$ 346.28	\$ 338.28	\$ 446.65	\$ 437.20	
2	\$468.60	\$ 456.95	\$ 668.35	\$ 654.00	\$ 866.24	\$ 849.29	
3	\$692.15	\$ 675.30	\$ 990.42	\$ 969.57	\$ 1,285.84	\$ 1,261.39	
4	\$915.74	\$ 893.69	\$ 1,312.49	\$ 1,285.34	\$ 1,705.44	\$ 1,673.49	
5	\$1,139.44	\$ 1,112.14	\$ 1,634.52	\$ 1,600.67	\$ 2,124.97	\$ 2,085.42	
6	\$1,376.04	\$ 1,342.34	\$ 1,972.53	\$ 1,930.98	\$ 2,563.47	\$ 2,514.32	
Commercial Cans - monthly fee; weekly recycling included							
One Stop per Week			First can	Second can	Each additional		
35 gallon can			\$32.60	\$64.50	\$31.60		
Occasional extra - 35 gallon			N/A	N/A	\$6.00		
Two Stops per Week							
35 gallon can - 2 stops/wk			\$64.50	\$127.55	\$31.00		
Occasional extra - 35 gallon			N/A	N/A	\$6.00		
Additional fees may apply - see Tables 1, 2 & 3							

Table 1

Miscellaneous Services		
Bulky Waste - appliances, furniture, etc.		
<i>Fee based on weight and special handling needs. If not easily accessible, hourly fee also applies.</i>		
Minimum fee	\$5.45	
Maximum fee	\$29.15	
Coolant removal fee	\$30.00	<i>Applies to refrigerators, freezers and air conditioners even if refrigerant is removed. Disposal fee additional.</i>
Clean Up Containers		
Each collection charged at 33% of regular container fee (see commercial containers).		
Handling fee*	\$16.60	<i>*only charged for first collection.</i>
Container rent is charged when container is kept longer than 5 working days with no collection. ¹		
< 3 cubic yard	\$2.10	rent per day
3 cubic yards	\$3.10	rent per day
4 cubic yards	\$4.10	rent per day
<i>For larger containers, see Drop Box, Table 4</i>		
Tire Handling Fee - charged in addition to disposal fees		
On rim	\$2.00	
Off rim	\$5.50	
<i>Tires greater than 18 inch diameter are subject to a special handling fee.</i>		
Occasional Extra Garbage - 35 gallon maximum		
Light	\$3.00	<i>does not require extra trip</i>
Heavy	\$5.05	<i>curbside/roadside and requires extra trip</i>
At House	\$5.85	<i>picked up at house (50 ft max from curb/road)</i>
Hourly handling fee - charged in addition to disposal fees		
1 truck, 1 person	\$73.00	per hour
1 truck, 2 people	\$105.00	per hour
Other Fees		
Gate fee	\$1.00	
Reinstatement fee	\$5.00	<i>When service is reinstated after it has been stopped for non-payment or if customer stops and starts service more than once in a calendar year.</i>
Cart redelivery	\$10.00	<i>If cart picked up then service restarted within 12 months.</i>

¹ Rent shall not exceed \$20.00 per container in a 30 day period.

Table 2

Distance Fees	
Distance	Monthly Fee
3 - 50 feet	\$ 3.50
51 - 100 feet	\$ 5.10
101 - 200 feet	\$ 6.15
201 - 400 feet	\$ 7.20
401 - 800 feet	\$ 8.25
More than 800 feet	\$ 9.30

Distance fees apply when service is not curbside or roadside as defined.

Distances over 50 feet are considered drive-in only.

Fees for distances over 50 feet also apply to non-urban containers served off public roads.

Table 3

Miscellaneous Container Fees
Overweight charges will be applied to containers weighing over 275 pounds per cubic yard. The fee must be mutually agreeable to the customer and collector. The County will act as an arbitrator in the event of a dispute.
Containers that have been compacted are charged 2.2 times the regular container fee for the zone.
Overweight compacted containers weighing over 500 pounds per cubic yard will be charged this fee plus disposal for the excess weight.
Container cleaning fee will be charged for containers needing cleaning more than 2 times in a 12 month period. The fee is the actual cost of cleaning.
Mileage fee applies to Distant Rural and Mountain Fee Zones when containers are located over 26 miles round trip from a disposal site if there are less than seven (7) containers picked up per collection route.

Table 4

Drop Boxes and Compactors - fees are in addition to disposal charges	
Open Drop Box	
20 cubic yard container	\$119.00
30 cubic yard container	\$136.00
40 cubic yard container	\$153.00
Compacted Drop Box	
Less than 25 cubic yards	\$135.00
25 - 34 cubic yards	\$169.00
35 cubic yards and greater	\$196.00
Other fees	
Rental Fee	
Per day (after 2 working days at one site)	\$6.30
Per month (Occasional Customer collection of less than one load per week)	\$63.00
Per month (Permanent customer)	\$50.00
Per Month Equipment Fee: Lidded/Specialty Drop Box	\$20.00
Delivery Fee¹	
Urban zone	\$40.00
All other zones	\$50.00
Mileage Fee	
Per mile over 18 miles roundtrip from where the truck is stationed (if in Clackamas County, if not then from the Metro South Transfer Station) for a repeat customer and for over 18 miles of truck operation for a one-stop drop box customer.	\$4.70
Multifamily Service Fee - <i>additional fee for communities using compactors and drop boxes to collect garbage. Fee is charged per unit per month.</i>	
5-299 units	\$1.60
300 - 399 units	\$1.45
More than 399 units	\$1.40
Incidental Service Fees	
Stand by time - <i>waiting for box to be cleared, cars to be moved, etc.</i> ²	\$7.00
Leveling load - <i>if driver must spend time leveling load to safely haul.</i> ²	\$7.00
Wash out - <i>if requested by customer or box is contaminated.</i>	\$30.00
Compactor turn-around - <i>if repositioning required to enable collection and tip.</i>	\$40.00
Deadhead round trip - <i>for specialized boxes that cannot be exchanged.</i>	\$25.00
Dry run - <i>if scheduled collection is prevented because box is blocked or customer is not ready.</i>	\$30.00

¹For the occasional customer, the delivery charge shall be made for the first drop box at a given location within a 30-day period. For the repeat customer, the delivery charge shall be made for service at different locations.

²Charged in 5 minute increments.

Exhibit A

Effective: July 1, 2016

Table 5

Infectious Waste		
Number of units	Fee per gallon	
	20/21	35/48
1	\$ 81.45	\$ 83.23
2	\$ 61.85	\$ 63.50
3	\$ 54.30	\$ 56.00
4	\$ 49.35	\$ 51.00
5	\$ 46.35	\$ 48.00
6	\$ 44.35	\$ 46.00
7	\$ 41.85	\$ 43.50
8	\$ 40.40	\$ 42.00
9	\$ 37.35	\$ 39.00
10	\$ 35.85	\$ 37.50
11	\$ 34.75	\$ 36.50
12	\$ 33.25	\$ 35.00
13	\$ 32.75	\$ 34.50
14	\$ 32.00	\$ 33.75
15	\$ 31.25	\$ 33.00
16	\$ 26.30	\$ 28.00
17	\$ 26.30	\$ 28.00
18	\$ 26.30	\$ 28.00
19	\$ 26.30	\$ 28.00
20	\$ 26.30	\$ 28.00
60	\$ 17.90	\$ 18.75
75	\$ 17.45	\$ 18.10
90	\$ 12.80	\$ 13.10

**Clackamas County Transfer Station Fees
Effective July 1, 2016:**

Garbage:	Fee	Minimum
Light Waste or General Garbage (per cubic yard)	\$21.00	\$21.00 <1cuyd
Light can – 32 Gallon	\$7.00 ea	\$21.00 <=3 Cans
Heavy Waste or Demo Debris (per cubic yard)	\$35.00	\$21.00 <1cuyd
Heavy Can – 32 Gallon	\$9.00 ea	\$21.00 <=2 Cans
Tires:	On rim	Off rim
Passenger/Lt Truck <=16"	\$3.85 ea	\$2.50 ea
Large Truck/Trailer 17"- 21"	\$14.50 ea	\$8.50 ea
Tires over 21"	Inquire	Inquire
Furniture, Appliances:		
Refrigerators, Freezers, Air conditioners – even if refrigerant is removed	\$20.00 ea	NA
Stuffed Chair/Recliner/ Love seat or Couch	\$12.00 ea	NA
Sectional or Hide a bed	\$17.00 ea	NA
Twin Mattress	\$12.00 ea	\$12.00 Set
Full/Double Mattress	\$12.00 ea	\$17.00 Set
Queen Mattress	\$16.00 ea	\$24.00 Set
King Mattress	\$17.00 ea	\$25.00 Set

Loose loads must be covered to prevent litter.
Unsecured loads are subject to an additional \$10 fee.

Solid Waste Collection Supporting Documents

June 28, 2016

Solid Waste Collection Fee Adjustment

- ORS 459A.085(3) allows the Counties and Cities to “...displace competition with a system of regulated [integrated solid waste] collection service by issuing franchises which may be exclusive if service areas are allocated.”
- The State also provides to Cities and Counties the authority to assess fees that are adequate to provide necessary collection service and allow the recovery of the costs necessary to provide the opportunity to recycle.
- The Resource Conservation and Solid Waste Division of the Department of Transportation and Development (DTD) is responsible for managing the County’s Integrated Solid Waste Collection System.
- One condition of maintaining a County franchise in good standing is:
On an annual basis submit production, sale and purchase records, which include income and expense statements, labor hours, truck hours, customer and receptacle counts, tonnage reports, and which may include, at the County’s option, financial statements and tax returns, for 12 month periods, beginning January 1 and ending December 31 of the previous year, for purposes of Solid Waste Management Fee review...(Clackamas County Solid Waste and Recycling Collection Services Administrative Regulations for Franchisee & Customer; Adopted 10/10/1994, Last amended 11/5/2009)
- The County currently franchises 9 companies to collect solid waste. Of the 9 companies three are publicly traded corporations and six are locally owned Subchapter C corporations. Some of the franchises consolidate their annual reports, resulting in fewer reports than franchisees.
- The County has a contract with Bell & Associates, Inc. a consulting firm specializing in solid waste financial analysis, to perform an analysis of the data submitted.
- The information submitted by the individual franchises is consolidated to create a composite ‘franchisee’. Costs are adjusted to eliminate those allowed for tax purposes but not allowed for determining collection fees. This composite is used to analyze the financial health of the entire system.
- The County determines the systems’ health based on return on revenues. The county’s policy is to measure the health of the solid waste collection system within a range of 8-12% return on revenues. When the system falls within this range typically neither an increase nor decrease in fees is deemed necessary. Special circumstances, such as the addition of new programs or anticipated increases in expenses outside the control of the companies, may cause exceptions.
- Metro Council has approved an increase in the disposal fee by \$1.27 per ton effective July 1, 2016; increasing the tip fee to \$96.25. The current transaction fee, for customers with accounts (franchisees), is decreasing from \$3.00 to \$2.00. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore

an additional \$0.40 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$ 96.65 beginning July 1, 2016. This increase has been factored into the projections calculated in the financial review.

- This year’s analysis recognizes a slight increase in cost of garbage disposal, and known increases in contractual labor. While other upward pressures on expenses exist, past increases have allowed the system to finally move into the middle of the targeted range of returns. The minimal increase is being proposed to keep the composite within the range. Disposal and labor represent almost 50% of the costs to provide service and staff believes it is important to stay current with providing revenues necessary to cover expenses.
- The Metro Council has adopted a small increase to the cost of disposal of \$1.27 per ton effective July 1, 2016. (*Metro report attached.*)
- The fee adjustment presented is proposed to take effect on July 1, 2016. Staff is proposing an increase for the most common service level, the 32 gallon can/cart collected weekly, of \$0.10 per month across all fee zones. This represents an incremental adjustment of about 0.3%.. All other classes of service follow similar adjustments for disposal. (*See Fee Background attachment for history*)
- The following tables illustrate staff’s current proposed fee adjustments necessary in each zone to continue the provision of solid waste collection services the public has come to expect. The 32-35 gallon can/cart is the predominant service level. (*See attachment Composite Summaries for proposed changes to other service levels.*)

32/35 gallon can/ cart	Current	Proposed	Change
Urban	\$29.95	\$30.05	\$0.10
Rural	\$26.25	\$26.35	\$0.10
Distant Rural	\$31.25	\$31.35	\$0.10
Mountain Zone	\$32.50	\$32.60	\$0.10

- Staff is proposing an increase for container service based on cubic yard serviced. This reflects the adjustments to labor, disposal and processing costs as mentioned above.

Fee Zone	Adjustment Per Cubic Yard
Urban	\$0.09
Rural	\$0.09
Distant Rural/Mountain	\$0.09

- In 2013 the Solid Waste Commission approved bringing the commercial cart fees in the Rural, Distant Rural to parity with the residential cart fees. This was accomplished through incremental adjustments resulting with the 35 and 60 gallon commercial cart fees the same as residential services. An administrative oversight resulted in the 90 gallon

commercial cart service not reaching parity this year. Bringing this service to parity with residential service will require an increase, in addition to the proposed disposal increase, of \$3.05 and \$3.40 for the Rural and Distant Rural zones respectively. This adjustment affects approximately 400 commercial customers. Staff recommends making the adjustment this year.

32/35 gallon can/ cart	Current	Proposed	Change
Rural	\$39.85	\$43.15	\$3.30
Distant Rural	\$43.40	\$47.05	\$3.65

History of Fee Adjustments (copied from previous reports)

July 1, 2015

- Metro Council has approved an increase in the disposal fee by \$1.65 per ton on July 1, 2015; increasing the tip fee to \$94.98. The ‘transaction fee’ of \$3.00 for customers with accounts (franchisees) is to remain the same. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore an additional \$0.60 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$ 95.58 beginning July 1, 2015. This increase has been factored into the projections calculated in the financial review.
- A 30% increase in the cost of disposing yard debris has been factored into the projections.
- The cost to remove contaminants from recyclables has been on the rise in recent years while commodity prices respond to global market conditions. In quarter four of 2014 was the first period where there was not a positive return when delivering materials to the processor. Over the past few years the fee adjustments have calculated a decrease in the returns from recyclables. Because of recent issues at ports and lower markets for some materials, there has been zero revenue and a \$25.00 processing fee calculated for delivering recyclables to the processor.
- General inflation has not been applied.
- There has been an increase in the demand for lidded drop boxes by businesses employing best management practices for storm water management. Lids add equipment cost currently not included in the drop box fee structure. Boxes with lids or other specialty boxes require a round trip return to the business of origin. The drop box fee structure for compactors includes this in the fee structure, the open box fees do not. Therefore a monthly fee has been added to address the purchase and maintenance cost for the lid. The collection fee for small compactors will be applied to the lidded and specialized boxes.

Open Drop Box-All Zones	Current	Proposed	Change
Lidded/Specialized box	\$119.00	\$135.00	\$16.00
Monthly Fee for Lid	\$0.00	\$20.00	\$20.00

- After reviewing the production records submitted by the franchisees, and making agreed upon adjustments and applying known increases for the processing of yard debris and recyclables and the disposal of garbage, it has been determined that collection fee adjustments will need to be made in each of the collection zones for the coming year.
- The following tables illustrate staff's current proposed fee adjustments necessary in each zone to continue the provision of solid waste collection services the public has come to expect. The 32-35 gallon can/cart is the predominant service level. (See attachments for proposed changes to other service levels.)

32/35 gallon can/ cart	Current	Proposed	Change
Urban	\$28.90	\$29.95	\$1.05
Rural	\$25.60	\$26.25	\$0.65
Distant Rural	\$30.60	\$31.25	\$0.65
Mountain Zone	\$31.85	\$32.50	\$0.65

- Staff is proposing an increase for container service based on cubic yard serviced. This reflects the adjustments to fuel and disposal costs as mentioned above.

Fee Zone	Adjustment Per Cubic Yard
Urban	\$0.47
Rural	\$0.47
Distant Rural/Mountain	\$0.47

July 1, 2014

No Fee adjustment was made in 2014.

- Metro Council approved a decrease in the disposal fee by \$1.00 per ton on July 1, 2014; lowering the tip fee to \$93.33. The 'transaction fee' of \$3.00 for customers with accounts (franchisees) is to remain the same. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore an additional \$0.60 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$93.93 beginning July 1, 2014. This increase has been factored into the projections calculated in the financial review.
- A 25% increase in the cost of disposing yard debris has been factored into the projections.

- Other notable expenses are rising, but at a lower percentage in the recent past. Driver wages are increasing by 1.24% and health insurance for all employees was held flat this year.
- Last year fuel was projected to decrease by 1.21%. This year the projected adjustment is set at -1.76%.
- General inflation is anticipated to be 2.12%.

September 1, 2013

- Metro Council has approved an increase in the disposal fee by \$0.49 per ton on September 1, 2013; raising the tip fee to \$94.33. The 'transaction fee' of \$3.00 for customers with accounts (franchisees) is to remain the same. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore an additional \$0.60 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$94.93 beginning September 1, 2013. This increase has been factored into the projections calculated in the financial review.
- A 0% increase in the cost of disposing yard debris has been factored into the projections.
- Other notable expenses are rising, but at a lower percentage in the recent past. Driver wages are increasing by 2.0% and health insurance for all employees was held flat this year.
- Last year fuel was projected to increase by 4.99%. This year the projected adjustment is set at -1.21%.
- Other costs have not been projected to increase.
- The following tables illustrate staff's current proposed fee adjustments necessary in each zone to continue the provision of solid waste collection services the public has come to expect. The 32-35 gallon can/cart is the predominant service level. (See attachments for proposed changes to other service levels.)

32/35 gallon can/ cart	Current	Proposed	Change
Urban	\$28.65	\$28.90	\$0.25
Rural	\$25.30	\$25.60	\$0.30
Distant Rural	\$30.35	\$30.60	\$0.25
Mountain Zone	\$31.60	\$31.85	\$0.25

- Staff is proposing an increase for container service based on cubic yard serviced. This reflects the adjustments to fuel, labor and disposal costs as mentioned above.

Fee Zone	Adjustment Per Cubic Yard
Urban	\$0.95
Rural	\$1.04

Distant Rural/Mountain	\$1.04
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- In addition to the adjustment presented above, an additional adjustment to commercial carts is recommended. A historical differential has existed between the carts collected from residential and commercial customers, with commercial customers having a lower fee, except in the Rural zone. In the Urban area this differential can be attributed to the collection of yard debris from residential customers. However, in the rural, distant rural and mountain zones yard service is not offered in these zones. Staff is proposing this differential be equalized over the next three years.

32/35 gallon can/ cart	Current	Proposed	Change
Rural	\$25.35	\$25.60	\$0.25
Distant Rural	\$28.90	\$29.65	\$0.75
Mountain Zone	\$30.15	\$30.90	\$0.75
60 gallon cart	Current	Proposed	Change
Rural	\$35.80	\$36.30	\$0.50
Distant Rural	\$38.05	\$39.30	\$1.25
Mountain Zone	\$39.30	\$40.25	\$1.05

90 gallon cart	Current	Proposed	Change
Rural	\$38.40	\$38.90	\$0.50
Distant Rural	\$40.65	\$41.70	\$1.05
Mountain Zone	\$41.90	\$42.95	\$1.05

- Staff is recommending a slight adjustment in the hauling fees associated with open drop box service and for small compactors. Currently the composite earnings for the drop box falls below the acceptable range and has for several years. The system has seen an increase in use of lidded boxes as businesses attempt to avoid illegal dumping in their open drop boxes and adhere to storm water best management practices. The cost of new equipment along with the associated increases in labor expenses warrants this slight adjustment. The last increase on the haul portion of drop box fees was done in 2011.

Open Drop Box-All Zones	Current	Proposed	Change
10/20 Cubic Yards	\$113.00	\$119.00	\$6.00
30 Cubic Yards	\$130.00	\$136.00	\$6.00
40 Cubic Yards	\$147.00	\$153.00	\$6.00

Compactors-All Zones	Current	Proposed	Change
Less than 25 Cubic Yards	\$128.00	\$135.00	\$7.00

August 1, 2012

- Metro Council has approved an increase in the disposal fee by \$4.31 per ton on August 1, 2012; raising the tip fee to \$93.84. The ‘transaction fee’ of \$3.00 for account customers is to remain the same. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore an additional \$0.60 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$94.44 beginning August 1, 2011. A 4.5% increase has been factored into the projections calculated in the financial review.
- A 0% increase in the cost of disposing yard debris has been factored into the projections.
- Other notable expenses are rising, but at a lower percentage in the recent past. Driver wages are increasing by 2.0% and health insurance for all employees was held flat this year.
- Fuel was projected to increase by 4.99%.
- Other costs have not been projected to increase.
- After reviewing the production records submitted by the franchisees, and making agreed upon adjustments and applying projected increases, it has been determined that collection fee adjustments will need to be made in each of the collection zones for the coming year.
- A monthly rent was applied to all customers with a permanent box on site. Past practice had been to apply rental based on frequency of service for both temporary (occasional) and permanent customers.

In August 2012 fees were adjusted upwards in all zones for all service types.

32/35 gallon can/ cart	Current	Proposed	Change
Urban	\$28.20	\$28.65	\$0.45
Rural	\$24.85	\$25.30	\$0.45
Distant Rural	\$29.80	\$30.35	\$0.55
Mountain Zone	\$31.05	\$31.60	\$0.55

An increase for container service based on cubic yard serviced was approved. This reflects the adjustments to fuel, labor and disposal costs as mentioned above.

Fee Zone	Adjustment Per Cubic Yard
Urban	\$2.62
Rural	\$2.82
Distant Rural/Mountain	2.77

August 1, 2011

- Metro Council approved an increase in the disposal fee by \$3.68 per ton on August 1, 2011; raising the tip fee to \$89.53. The ‘transaction fee’ of \$3.00 for account customers is to remain the same. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore an additional \$0.60 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$90.13 beginning August 1, 2011. This 4.3% increase has been factored into the projections calculated in the financial review.
- A 0% increase in the cost of disposing yard debris has been factored into the projections.
- Other notable expenses are rising, but at a lower percentage in the recent past.. Driver wages are increasing by 3.17% and health insurance for all employees is increasing by 12.86%.
- Last year fuel was projected as a negative 12.73%. This year a projected increase is at 30.86%.
- Other identified costs have been projected to increase at 3.17%.
- After reviewing the production records submitted by the franchisees, and making agreed upon adjustments and applying projected increases, it has been determined that collection fee adjustments will need to be made in each of the collection zones for the coming year.

32/35 gallon can/ cart	Current	Proposed	Change
Urban	\$27.45	\$28.20	\$0.75
Rural	\$24.20	\$24.85	\$0.65
Distant Rural	\$29.10	\$29.80	\$0.70
Mountain Zone	\$30.35	\$31.05	\$0.70

- Staff is proposing an increase for container service based on cubic yard serviced. This reflects the effects as mentioned above.

Fee Zone	Adjustment Per Cubic Yard
Urban	\$2.51
Rural	\$2.90
Distant Rural/Mountain	\$2.99

- Staff is also proposing a small increase to drop box service fees and an increase in the Urban Zone delivery fee to more accurately capture the costs associated with this service.

Urban Zone	Current	Proposed	Change
Delivery Fee	\$25.00	\$40.00	\$15.00

- The basic service charges for collecting and tipping a drop box/compactor have not changed since 2009. The following are the proposed changes to Open Drop Box and Compactor service in all zones.

Open Drop Box-All Zones	Current	Proposed	Change
10/20 Cubic Yards	\$110.00	\$113.00	\$3.00
30 Cubic Yards	\$127.00	\$130.00	\$3.00
40 Cubic Yards	\$144.00	\$147.00	\$3.00

Compactors-All Zones	Current	Proposed	Change
Less than 25 Cubic Yards	\$125.00	\$128.00	\$3.00
25-34 Cubic Yards	\$165.00	\$169.00	\$4.00
Greater than 35 Cubic Yards	\$191.00	\$196.00	\$5.00

August 1, 2010

- A 0% increase in the cost of disposing yard debris has been factored into the projections.
- Other notable expenses are rising, but at a lower percentage in the recent past.. Driver wages are increasing by 3.23% and health insurance for all employees is increasing by 9.83%.
- Last year fuel was projected as a negative 21.01%. This year a projected increase is at 12.73%, considerably lower than the 60% increase experienced 2 years ago.
- Other identified costs have been projected to increase at 3.04%.
- This year an unusual 30% increase in the PUC fees was experienced and expressed in the projections.
- Metro Council has approved an increase in the disposal fee by \$5.10 per ton on August 1, 2010; raising the tip fee to \$85.85. The ‘transaction fee’ of \$3.00 for account customers is to remain the same. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore an additional \$0.60 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$86.45 beginning August 1, 2010. This 6.32% increase has been factored into the projections calculated in the financial review.

32/35 gallon can/ cart	Current	Proposed	Change
Urban	\$26.35	\$27.45	\$1.10
Rural	\$23.30	\$24.20	\$0.90
Distant Rural	\$28.20	\$29.10	\$0.90
Mountain Zone	\$29.45	\$30.35	\$0.90

Staff is proposing an increase for container service based on cubic yard serviced. The adjustment takes into consideration effects on costs as mentioned above.

Fee Zone	Proposed per Yard Adjustment
All Zones	\$1.62

The distances traveled to deliver and collect a box in this area of the County and the infrequency of service continues to have a tremendous impact on the cost of delivering service to the outlying portions of the County. Staff believes the best way to address this concern is to increase the mileage fee. The proposed changes is:

Drop Box Mileage Fee	Current	Proposed	Change
Over 18 miles round trip	\$2.70	\$4.70	\$2.00

August 1, 2009

35 gallon cart: Urban fees were increased by \$1.35; Rural by \$0.50; Distant Rural & Mountain by \$2.25. *(The 32/35 gallon service is the predominant service in the customer mix. Other fees were adjusted proportionally based on the 32-gallon fee.)*

Container Urban/Rural fees increased by \$1.59 and Distant Rural/Mountain fees increased by \$3.21 per cubic yard served.

Drop Box:

	Current	Proposed	Change
Outside the Urban Zone			
Delivery Fee	\$45.00	\$50.00	\$5.00
Mileage Fee	\$2.30	\$2.70	\$0.40

The basic service charges for collecting and tipping a drop box/compactor have not changed since 1993. The following were the changes made in 2009 to Open Drop Box service in all zones.

Open Drop Box-All Zones	Current	Proposed	Change
10/20 Cubic Yards	\$80.55	\$110.00	\$29.45
30 Cubic Yards	\$98.10	\$127.00	\$28.90
40 Cubic Yards	\$113.35	\$144.00	\$30.65

The compactor fees as developed in 1993 were priced on a per yard basis within particular size ranges. This practice seemed to be dated per review of the standard throughout the region which revealed a fixed price within a size range. After surveying the size of compactors in service the proposed size ranges were created. The fees are based on those assessed by the City of Milwaukie.

Compactors-All Zones	Current Low-High	Proposed	Change Low-High
Less than 25 Cubic Yards	\$91.95-135.60	\$125.00	\$33.05-(10.60)
25-34 Cubic Yards	\$141.25-171.70	\$165.00	\$23.75-(6.70)
Greater than 35 Cubic Yards	\$176.75-178.00	\$191.00	\$14.25-13.00

- ◆ September 1, 2008
35 gallon cart: Urban fees were increased by \$1.00; Rural by \$1.45; Distant Rural & Mountain by \$1.65.
Container fees increased by \$1.47 per cubic yard served.
Drop Box: Mileage increased to \$2.30.; Delivery charges -Urban increased from \$20 to \$25; All rural delivery from \$40 to \$45. Several incidental fees charged by most drop box companies were codified on the fee schedule, these include but are not limited to: wash out fee; dead head fee; clarified hourly increments.
- ◆ September 1, 2007
Urban fees were increased by \$1.05. All other fee zones remained static.
Yard Debris exemption program was eliminated. Those currently enrolled, “grandfathered” until leave County system regardless of address.
- ◆ July 1, 2006 Changes to Drop Box fees occurred for the first time since 1993.

Rural Distant Rural	Current	Proposed & Adopted
Delivery Fee	\$20	\$40
Mileage Fee	\$1.70	\$2.00

- ◆ July 1, 2006 added the Mountain Zone to address increased services and collection challenges associated with this part of the County. Primarily the Mt. Hood area east of Rhondendron.
- ◆ There were no fee adjustments in 2005, although Metro did increase fees for disposal in September by 0.62% and other costs increased.

- ◆ On October 1, 2004 the following increases were made to residential and commercial services in each of the collection zones. *(The 32/35 gallon service is the predominant service in the customer mix. Other fees were adjusted proportionally based on the 32-gallon fee.):*

32/35 gallon can/ cart	Current	Adopted 2004	Change
Urban	\$21.10	\$21.55	\$0.45
Rural	\$19.50	\$19.90	\$0.40
Distant Rural	\$22.75	\$23.55	\$0.80

The changes in commercial container service were made on a per-yard basis. The following table shows the increase per yard in each of the fee zones.

Fee Zone	Adopted per Yard Increase 2004
Urban	\$1.75
Rural	\$1.75
Distant Rural	\$3.50

- ◆ In 2003 Metro increased the disposal fee but the County did not adopt a fee adjustment.
- ◆ In July 2002 the Board approved the following increases for 32-gallon can/cart service *(The 32-gallon service is the predominant service in the customer mix. Other fees were adjusted proportionally based on the 32-gallon fee.):*

32/35 gallon can/cart	2002
Urban	\$1.20
Rural	\$1.20
Distant Rural	\$2.70

- ◆ In 2001, residential and commercial fees were adjusted in the Urban zone only. Commercial containers fees were **decreased** 5-20%. The residential 32-gallon fee was increased by 11% (\$2.20) and residential customers were provided a large roller cart for yard debris collection service.



SCOTT CAUFIELD, MANAGER
RESOURCE CONSERVATION AND SOLID WASTE PROGRAM

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Intergovernmental Agreement with the City of Milwaukie and Clackamas County to assist the city's annual solid waste production review

Purpose/Outcomes	Perform an annual production review of the City's solid waste collection franchisees in coordination with the County's annual review.
Fiscal Impact	\$3,500.00
Funding Source	N/A
Duration	Ongoing
Previous Action	None
Strategic Plan Alignment	Build public trust through good government and Ensure safe, healthy and secure communities
Contact Person	Rick Winterhalter, Sr. Sustainability Analyst DTD RC&SW 503-742-4466

BACKGROUND

The Resource Conservation & Solid Waste Division of the Department of Transportation and Development (DTD) is responsible for managing the County's Integrated Solid Waste Collection System. This includes an annual review of the production records of 9 County franchised solid waste collection companies. Three of the nine companies are also franchised in the City of Milwaukie. These companies submit the production records associated with the City work on the County forms, thus making the annual review less onerous for the franchisees and provides a more comprehensive review of the work conducted in the Urban area.

County staff has worked collaboratively for many years with City staff assisting with the annual review. In the past the County has billed for services. The City no longer has staff dedicated to solid waste, yet desires to continue working with the County on the annual review. This IGA formalizes the arrangement.

Staff will annually monitor the effort necessary to perform the duties of the IGA to ensure the annual payment is commensurate. If a change is required the Board will be notified.

RECOMMENDATION:

Staff recommends the Board approve this agreement and authorize the County Administrator to sign the attached agreement.

Respectfully submitted,

Scott Caufield
Manager – Resource Conservation and Solid Waste



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M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with Washington
County to Assign Road Maintenance Services**

Purpose/Outcomes	Assignment of road maintenance responsibilities over certain County roads that are bisected by the boundary line between Washington County and Clackamas County
Dollar Amount and Fiscal Impact	Cost savings in the form of staff time related to the maintenance of roadway facilities that are bisected by the boundary line between Washington County and Clackamas County.
Funding Source	Road Fund
Duration	10-year initial term with automatic 1-year renewal terms, until termination by either party.
Previous Board Action	None.
Strategic Plan Alignment	Build a strong infrastructure. Ensure safe, healthy and secure communities.
Contact Person	Rick Maxwell- Engineering Tech – 503-742-4671
Contract No.	N/A

BACKGROUND:

There are certain County roads that are wholly, mostly, or substantially bisected by the boundary line between Washington County and Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which county is responsible for the operation and maintenance of the roads. With the intent of eliminating confusion to the public and to improve the efficiencies of maintenance and public service, the IGA surrenders and assigns maintenance responsibility over certain county roads to one county or the other. In some instances, this IGA formalizes the maintenance activities that each party has already been assuming on certain roads covered by this agreement. This agreement explicitly makes the assigned county the "road authority" for the limited purposes of certain maintenance services and activities for the safe and efficient operation of those roadways identified in the IGA. Maintenance services assigned include construction and reconstruction (excluding capital improvements), improvement, repair or maintenance of the roadway surface, maintenance and repair of related facilities within the roadway including, but not limited to, storm water drainage, traffic control devices, roadside barriers, and timely elimination or mitigation of roadway hazards. Neither county shall

seek reimbursement for performing the services outlined in the IGA and each county will continue to work cooperatively with the other.

The IGA will require Washington County to assume maintenance responsibilities of approximately 805,464 square feet of Clackamas County roads, and will require Clackamas County to assume maintenance responsibilities of approximately 585,518 square feet of Washington County roads.

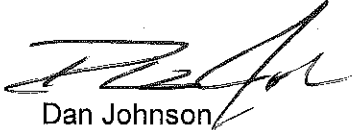
The attached IGA has an initial term of 10 years, and provides for automatic renewal periods of 1-year each.

The attached IGA was approved by the Washington County Board of Commissioners at their Board Meeting on May 24, 2016.

RECOMMENDATION:

Staff respectfully requests that the Board approve the attached IGA between Clackamas County and Washington County to assign road maintenance services.

Respectfully submitted,



Dan Johnson
Assistant Director

Attachments:

Intergovernmental Agreement
Exhibits A-H: Location Maps
May 24, 2016 Board Meeting Minutes – Washington County Board of Commissioners



M. BARBARA CARTMILL
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Elting Northwest Inc. for the
Milk Creek at Mulino Road Bank Stabilization Project

Purpose/Outcomes	This contract will provide funding for construction of the Milk Creek at Mulino Road Bank Stabilization Project.
Dollar Amount and Fiscal Impact	The contract value is: \$ 229,854.50
Funding Source	County Road Fund: \$229,854.50
Duration	Substantial Completion: August 19, 2016; Contract Completion: December 31, 2016
Previous Board Action	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project will help grow a vibrant economy and ensure safe communities by improving reliability and by protecting the roadway embankment on a rural arterial roadway in Clackamas County. 2. The reconstructed roadway embankment will provide strong infrastructure for the community and will help to keep our motorists and our roadways safe and secure. 3. By providing fish-passage, by planting over 400 plants and shrubs and by covering the embankment with native riparian grass seed, we will honor, utilize, promote and invest in our natural resources.
Contact Person	Devin Patterson, Bridge Scour Project Coordinator 503.742.4666
Contract No.	N/A

BACKGROUND:

Severe scour and erosion of the bank and road shoulder has occurred where Milk Creek parallels Mulino Road, 2.4 miles west of the town of Mulino. This scour has destabilized the shoulder and the guardrail on Mulino Road, creating an abrupt drop-off and leaving several posts suspended in mid-air, creating a severe hazard to the motoring public. The guardrail has been struck by a vehicle once already, and if it was struck again it would likely completely fail. In addition to the safety hazards related to the failing guardrail, approximately 140 feet of Mulino Road has been

left vulnerable to continued erosion and without the proposed repair, the bank and road shoulder will continue to erode and will eventually completely fail. The stabilization project will require a full closure of Mulino Road and the project is funded entirely from County Road Funds.

On May 9, 2016, staff advertised the Milk Creek at Mulino Road Bank Stabilization Project for competitive bids. The County received five bids. The lowest responsive and responsible bidder was Elting NW, Inc. with a bid of \$229,854.50. The project is expected to begin on July 25, 2016 and will be substantially completed by August 19, 2016. The contract will expire December 31, 2016.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board approves and signs the contract with Elting NW, Inc. for the Milk Creek at Mulino Road Bank Stabilization Project.

Respectfully submitted,



Mike Bezner, PE
Transportation Engineering Manager

Placed on the _____ Agenda by the Purchasing Division.



LANE MILLER
MANAGER

PURCHASING DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

June 29, 2016

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **June 29, 2016** this contract with Elting Northwest Inc. for the **Milk Creek at Mulino Road Bank Stabilization Project** for the Clackamas County DTD Engineering Division. This project was requested by Devin Patterson, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Twenty bid packets were sent out with five bids received: Elting Northwest - \$229,854.50; Banzer Construction - \$300,447.00; North Santiam Paving - \$321,814.60; Conway Construction - \$322,163.75; and Subcom Excavation - \$364,000.00. After review of all bids, Elting Northwest Inc. was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$229,854.50. All work is to be substantially completed by August 19, 2016 with a contract completion date of December 31, 2016. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 215-7433-00-431900 for fiscal years 2015/2016 and 2016/2017.

Respectfully Submitted,

Kathryn M. Holder
Procurement Staff

CONTRACT WITH ELTING NORTHWEST, INC. FOR THE MILK CREEK AT MULINO ROAD BANK STABILIZATION PROJECT

THIS CONTRACT made and entered into in triplicate by and between Clackamas County a political subdivision of the State of Oregon hereinafter called "COUNTY", and **ELTING NORTHWEST, INC.** hereinafter called "CONTRACTOR", which parties do hereby agree as follows:

Section 1. Incorporation of Full Terms and Conditions: This Contract is the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein, and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract. This Contract, or any modification of this Contract, will not be binding on either party except as written and signed by authorized agents of both parties.

Section 2. Contract Documents: The complete Contract consists of the following documents: the Invitation to Bid, the Instructions to Bidders, the accepted Bid Proposal and Schedule of Prices, the Subcontractor List, the Bid Bond, the Performance Bond and the Payment Bond, the Certificate of Insurance, the Prevailing Wage Rates, the Standard Specifications and Special Provisions, the Plans, Drawings and Exhibits, this agreement including Sections 1-33, and any and all addenda prepared by or at the direction of and adopted by the COUNTY and entitled **MILK CREEK AT MULINO ROAD BANK STABILIZATION PROJECT**, and further identified by the signature of the parties to this Contract and all modifications thereof incorporated in the documents before their execution.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Should any dispute arise respecting interpretation of the specifications during the performance of this Contract, such dispute shall be decided by the COUNTY and the decision shall be final and conclusive.

Section 3. Work to be Done: The CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in good and workmanlike manner the project entitled **MILK CREEK AT MULINO ROAD BANK STABILIZATION PROJECT** for the contract price of **\$229,854.50** in strict conformity with the Contract Documents. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and the work performed and completed in accordance with specifications, and subject to the inspection and approval of the COUNTY.

Section 4. Completion Time and Duration of Contract. Time is of the essence in this Contract and the CONTRACTOR agrees that **all work shall be substantially completed by August 19, 2016 with a contract completion date of December 31, 2016.** The project is to commence within ten (10) calendar days after the date of Notice To Proceed by the COUNTY. If the Notice To Proceed is delayed, the time schedule will be adjusted accordingly. If said CONTRACTOR shall be delayed in said work by acts of God, or of the public enemy, fire, flood,

epidemics, quarantine restrictions, strikes, labor disputes, freight embargoes, or neglect of said COUNTY or its employees, or those under it by contract or otherwise, or by changes ordered in the work, or delay authorized by the COUNTY, then the time of completion shall be extended as outlined in Section 23 herein.

Section 5. Contract Payments: The COUNTY promises and agrees, upon the performance and fulfillment of the covenants aforesaid, to pay the CONTRACTOR for said work in the manner provided by law and in the specifications the prices fixed in the CONTRACTOR'S Bid Proposal for said work as set forth herein under the Schedule of Bid Prices. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent COUNTY contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice.

Section 6. Permits-Licenses-Safety: The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work as required by the COUNTY. In the performance of the work to be done under this Contract, the CONTRACTOR shall use every reasonable and practicable means to avoid damage to property and injury to persons. The CONTRACTOR shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the CONTRACTOR stated herein shall cease upon the work being accepted as complete by the COUNTY.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the CONTRACTOR by this Contract shall vest in and become the property of the COUNTY at the time such are tendered by the CONTRACTOR and accepted by the COUNTY. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so furnished by the CONTRACTOR.

Section 8. Responsibility for Work: Prior to completion and final acceptance of work, the CONTRACTOR shall be responsible for any injury or damage to the work or to any part thereof by action of the elements, or from any cause whatsoever, and the CONTRACTOR shall make good all injuries or damages to any portion of the work.

Section 9. Final Inspection: Except as otherwise provided in the Special Provisions of this Contract, the COUNTY shall make final inspection of work done by the CONTRACTOR within 10 days after written notification to the COUNTY by the CONTRACTOR that the work is completed. If the work is not acceptable to the COUNTY, the COUNTY shall so advise the CONTRACTOR in writing as to the particular defects to be remedied before final acceptance by the COUNTY can be made.

Section 10. Materials from County Property: The CONTRACTOR shall not take, sell, use, remove or otherwise dispose of any sand, gravel, rock, earth, firewood, and/or other material obtained or produced from the project site, within the limits of rights-of-way, gravel pits, rock quarries or other property owned by or held by the COUNTY unless specially authorized by this Contract or by written consent of the COUNTY.

Section 11. Prosecution of the Work: The CONTRACTOR shall not commence work under this Contract until the CONTRACTOR and every subcontractor has a public works bond filed with the Construction Contractors Board in accordance with ORS 279C.830, all other bonding and insurance requirements have been met, and a Notice to Proceed has been issued.

Section 12. Emergency Conditions-Suspension of Activities: The COUNTY shall have the authority to suspend, wholly or in part, the activities of the CONTRACTOR and contractors and subcontractors of the CONTRACTOR under this Contract for such period or periods of time as the COUNTY may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

OTHER PAYMENTS

Section 13. Payments, Contributions and Liens:

- (1) Under the provisions of ORS 279C.505 the CONTRACTOR shall:
 - (a) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
 - (b) Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
 - (c) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - (d) Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.
- (2) If the Contract is for a public improvement, the CONTRACTOR shall demonstrate that an employee drug testing program is in place.
- (3) Under the provisions of ORS 279C.515, if the CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Contract as the claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the CONTRACTOR by reason of the Contract. If a CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to make prompt payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (3) and (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after

the date when payment was received from the public contracting agency or from the CONTRACTOR, provided that the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

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

Section 14. Medical Care: The CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

LABOR LAWS - WAGE RATES

Section 15. Labor Laws and Prevailing Wages: **If** the Contract is for a public work subject to ORS 279C.800 to 279C.870 **or** the Davis-Bacon Act (40 U.S.C. 3141 et seq.), no bid will be received or considered by the public contracting agency unless the bid contains a statement by the bidder as a part of its bid that the provisions of ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq. are to be complied with. Insofar as applicable to the work to be done under this Contract, the CONTRACTOR shall pay prevailing wages and comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279C, which relates to wage rates to be paid on public works. Under such laws, no person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and one-half pay: (A) for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday; or (B) for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive days, Monday through Friday; and (C) for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. Employers must give written notice to employees of the days and hours of required work.

All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(1) Each worker in each trade or occupation employed in the performance of the Contract either by the CONTRACTOR, subcontractor or other person doing or contracting for the whole or any part of the work on this Contract shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

(2) In the case of contracts for personal services as defined in ORS 279C.100, employees shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any

one week, except for individuals who are excluded under ORS 653.020 or under 29 USC Section 201 to 219 from receiving overtime.

INDEMNITY – INSURANCE – BONDS

Section 16. Indemnity: The CONTRACTOR agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof (including attorney’s fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR’S employees or agents.

Section 17. Insurance:

A. COMMERCIAL GENERAL LIABILITY

Required by COUNTY Not required by COUNTY

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

B. AUTOMOBILE LIABILITY

Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the COUNTY, its officers, commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The COUNTY, at its option, may require a complete copy of the above policy.

C. PROFESSIONAL LIABILITY

Required by COUNTY Not required by COUNTY

The 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, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Contract. The COUNTY, at its option, may require a complete copy of the above policy.

D. POLLUTION LIABILITY INSURANCE

Required by COUNTY Not required by COUNTY

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

E. The certificate of insurance, other than the Worker's Compensation and Pollution Liability Insurance, shall include the COUNTY, its agents, officers, commissioners, and employees as an additional insured when and where required by written contract.

If the CONTRACTOR's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract the insurance, except that noted in the preceding paragraph, shall include the COUNTY, its agents, officers, commissioners and employees as an additional insured. Proof of additional insured status must be provided upon request in the form of an endorsement listing the COUNTY, its agents, officers, commissioners and employees as an additional insured. Use Form CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self- insurance maintained by the COUNTY shall be excess and shall not contribute to it.

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

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

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

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

H. The CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the CONTRACTOR under this Contract, unless this requirement is expressly modified or waived by the COUNTY in writing.

Section 18. Bonds: The CONTRACTOR agrees to furnish to the COUNTY bonds covering the performance of the Contract and the payment of obligations each in the amount equal to the full amount of the Contract as it may be amended. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the Contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made. The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the COUNTY.

The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the COUNTY as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830.

Section 19. Acceptance of Bond and Insurance: The bond and insurance required by this Contract shall be furnished to the COUNTY within 10 days of the date of this Contract, and no operation shall be started prior to written acceptance of said bond and insurance by the COUNTY.

ADMINISTRATION OF CONTRACT

Section 20. Extension of Time: An extension of time on this Contract may be made by the COUNTY only upon written request from the CONTRACTOR and with the written consent of the surety of the CONTRACTOR. Such extension will be granted only upon a showing by the CONTRACTOR that the failure to perform this Contract within the specified period was due to causes beyond the control of the CONTRACTOR and without fault or negligence of the CONTRACTOR. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is

desired and shall describe the conditions which have occurred to prevent the CONTRACTOR from completing this contract within the specified time.

Section 21. Alterations in Details: The COUNTY reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; provided however, such changes or alterations shall not change the character of the work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract nor release the surety of the CONTRACTOR on the performance bond and the CONTRACTOR agrees to do the work as changed or altered as if it had been a part of the original contract.

Section 22. Adjustment of Contract: Notwithstanding any other provisions of this contract, the COUNTY may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the CONTRACTOR and in no way connected with negligent acts or omissions of the CONTRACTOR or the representatives, employees or contractors of the CONTRACTOR. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; provided however, that any loss or cost to third parties is in no way recoverable from the COUNTY through action or otherwise by third parties, and provided further, the CONTRACTOR make written application to the COUNTY within 30 days after the event.

Section 23. Violations, Suspension and Cancellation: If the CONTRACTOR violates any of the provisions of this Contract, the COUNTY, may, after giving written notice, suspend any further operations of the CONTRACTOR under this Contract, except such operations as may be necessary to remedy any violations. If the CONTRACTOR fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this section, the COUNTY may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the COUNTY by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds.

Section 24. Subletting of Contract: It is understood and agreed that if all or any part of the work to be done under this Contract is subcontracted such subcontracting done by the CONTRACTOR or otherwise shall in no way relieve the CONTRACTOR of any responsibility under this Contract. The CONTRACTOR shall notify the COUNTY, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the work to be done under this Contract.

Section 25. Assignment of Contract: The CONTRACTOR agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, or the power of the CONTRACTOR to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the COUNTY.

Section 26. Notices: Any written notice to the CONTRACTOR which may be required under this Contract to be served on the CONTRACTOR by the COUNTY may be served by personal delivery to the CONTRACTOR or the designated representative or representatives of the

CONTRACTOR, or by mailing the notice to the address of the CONTRACTOR as such is given in the Contract, or by leaving the notice at said address. Should the CONTRACTOR be required to notify the COUNTY concerning the progress of the work to be done, or concerning any matter or complaint which the CONTRACTOR may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the COUNTY in person or mailed to the COUNTY.

Section 27. Authorized Representative: During any period of operations or activity on the project entitled **MILK CREEK AT MULINO ROAD BANK STABILIZATION PROJECT**, and during any period of doing the work required by this Contract on location, the CONTRACTOR shall have a designated representative or representatives available to the COUNTY on the area or work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the CONTRACTOR any notice or instructions from the COUNTY and to take such action as may be required in regard to performance of the CONTRACTOR under this Contract. The COUNTY shall designate to the CONTRACTOR, the authorized representative/project manager”, or his or her designee as authorized field representative who shall be authorized to receive notices, inspect progress of work, and issue instructions in regard to performance under the terms of this Contract.

Section 28. Inspection: The COUNTY, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and work locations of the CONTRACTOR, and shall be furnished such information and assistance by the CONTRACTOR, or the designated representative or representatives of the CONTRACTOR, as may be required to make a complete and detailed inspection.

Section 29. Removal of Equipment and Materials: It is understood and agreed that the CONTRACTOR, upon completion of the requirements of this Contract, is to promptly remove from the work location, and other property owned or controlled by the COUNTY, all equipment, materials and other property the CONTRACTOR has placed or caused to be placed thereon that is not to become the property of the COUNTY. It is further understood and agreed that any such equipment, materials and other property that are not removed within 30 days after the day the project work is accepted by the COUNTY, or within such longer time as may be agreed upon in writing between the CONTRACTOR and the COUNTY, shall become the property of the COUNTY and may be used or otherwise disposed of by the COUNTY without obligation to the CONTRACTOR or to any party to whom the CONTRACTOR may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this section shall be construed as relieving the CONTRACTOR from an obligation to clean up, and to burn, remove, or dispose of debris, waste materials, and such, in accord with other provisions of the Contract.

Section 30. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, officers, agents, employees, or its authorized representatives, either personally or as public officials and employees; it always being understood that in such matters they act as agents and representative of the COUNTY.

Section 31. Laws, Regulations and Orders, and Tax Law Covenant:

(1) The CONTRACTOR at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the CONTRACTOR under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the CONTRACTOR.

(2) The CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Any violation shall entitle the COUNTY to terminate this Contract, to pursue and recover any all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

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

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

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

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316,317, and 318;
- b. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, to the CONTRACTOR's property, operations, receipts, or income, or to the CONTRACTOR's performance of or compensation for any work performed by the CONTRACTOR;
- c. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by the CONTRACTOR; and

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

Section 32. Description of a CONTRACTOR: The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following:

(1) The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.

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

(3) The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, COUNTY, or federal employee.

Section 33. Constitutional Debt Limitation: This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

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

Elting Northwest, Inc.
PO Box 1400
Clackamas, OR 97015

CLACKAMAS COUNTY BOARD OF
COUNTY COMMISSIONERS by:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

Telephone / Fax Number

APPROVED AS TO FORM

CCB License Number

272202-92
*Oregon Business Registry Number

County Counsel

DBC Oregon
Entity Type / State of Formation

Date

*Please do not provide assumed business names or trade names. Please provide only the correct legal name of the entity or individual entering into the Contract.

DRAFT

Approval of Previous Business Meeting Minutes:

June 9, 2016

(draft minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, June 9, 2016 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATION

1. Presentation from PGE Regarding their Successful Fish Program on the Clackamas River
Annette Mattson from Portland General Electric introduced John Esler to give a PowerPoint Presentation on their fish program on the Clackamas River.

~Board Discussion~

II. CITIZEN COMMUNICATION

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

1. Bruce Fontaine, spoke regarding water issues along Kellogg Creek/Webster Rd and ask the BCC to ask the Sheriff's dept. to look into speeding along Roots/Jennings Rd.
2. Brian Johnson, Gladstone - spoke regarding Kellogg Creek water issues, the Barlow Zimmerman project, Damascus and the Carver River Bridge Project.
3. Tena Olson, Wilsonville - spoke regarding Veteran's issues and finding sustainable programs to help them. Request the BCC setup a taskforce to find ways to help end homelessness
4. Tamara Wattenbarger, Oregon City – Concerns regarding the Heritage Tree program; Transportation & Development Director Barbara Cartmill came to assist and will provide follow up with Mrs. Wattenbarger

~Board Discussion~

**Commissioner Schrader was excused for another meeting*

III. CONSENT AGENDA

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

Commissioner Bernard asked a clarifying question in regards to the contract with Damascus under item C.2

MOTION:

Commissioner Smith: I move we approve the consent agenda.
Commissioner Bernard: Second.
Clerk calls the poll.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Savas: Aye.
Chair Ludlow: Aye – the motion passes 4-0.

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Sub-Recipient Agreement with the City of Lake Oswego/Lake Oswego Adult Community Center to Provide Social Services for Clackamas County Residents Age 60 and Over – *Social Services*

B. Elected Officials

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

C. Juvenile Department

1. Approval of an Intergovernmental Agreement with the City of West Linn for Youth Offender Community Service Projects
2. Approval of an Intergovernmental Agreement with the City of Damascus for Youth Offender Community Service Projects

D. Department of Emergency Management

1. Approval to Apply for Federal Emergency Management Agency Flood Mitigation Assistance Grant to Acquire Flood-Damaged Residential Properties

***E. Finance Department**

1. Approval of a Professional Services Contract with Moss Adams LLP to Provide Annual Audit Services

IV. WATER ENVIRONMENT SERVICES

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

1. Approval of an Amendment No. 1 to the Intergovernmental Agreement between Clackamas County Service District No. 1 and Clackamas County Facilities Management for Maintenance Service
2. Approval of an Amendment No. 1 to the Intergovernmental Agreement between Tri-City Service District and Clackamas County Facilities Management for Maintenance Service
3. Approval of Amendment No. 1 to the Agreement between Clackamas County Service District No. 1 and MWH Americans, Inc. for Professional Engineering Services for the Tri-City Water Pollution Control Plant Blower Upgrades Project
4. Approval of Amendment No. 1 to the Agreement between Clackamas County Tri-City Service District and MWH Americas, Inc. for Professional Engineering Services for the Tri-City Water Pollution Control Plant Blower Upgrades Project
5. Approval of a Construction Contract between the Tri-City Service District and Boede Construction, Inc. for the Willamette Interceptor Manhole Rehab Project - *Procurement*

V. COUNTY ADMINISTRATOR UPDATE

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

VI. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 12:04 PM



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

An Intergovernmental Agreement between the
City of Portland Bureau of Police and Clackamas County for
Overtime costs from after-hours and weekend call-outs

Purpose/Outcome	This Intergovernmental Agreement covers overtime costs applicable to after hours and weekend call-outs of investigators and reconstructionists to fatal and prosecutable crash scenes October 15, 2015, expiring June 30, 2021, unless terminated or extended.
Dollar Amount and Fiscal Impact	The amount not to exceed \$60,000 for services provided under this Agreement, as described in the Statement of Work.
Funding Source	The City of Portland Bureau of Police is the source of funds for this agreement.
Safety Impact	This collaboration provides investigators and reconstructionists after-hours and on weekend call-outs within the City, when PPB constructionists are not available, or when a high-profile City employee is involved in a serious crash and an objective investigation needs to be conducted by an outside agency.
Duration	October 15, 2015 through June 30, 2021, unless terminated or extended under the terms of this Agreement.
Previous Board Action/Review	None
Contact Person	John Naccarato, Sergeant – office (503) 785-5092
Contract No.	None

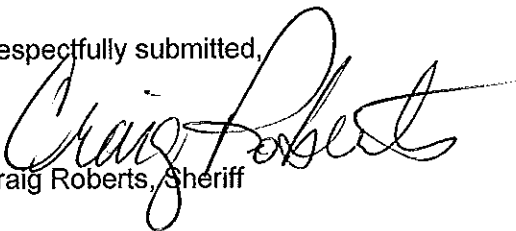
BACKGROUND:

This Intergovernmental Agreement with the City of Portland Bureau of Police covers overtime costs for investigators and reconstructionists applicable to after hours and weekend call-outs for fatal and prosecutable crash scenes or when an objective investigation is needed by an outside agency. The effective period is from October 15, 2015 through June 30, 2021, unless terminated or extended.

RECOMMENDATION:

Staff recommends the Board approve and sign this agreement for overtime services.

Respectfully submitted,


Craig Roberts, Sheriff

INTERGOVERNMENTAL AGREEMENT
between
The CITY
and
Clackamas County

This Intergovernmental Agreement (IGA) is entered into by and between the City of Portland (CITY) acting by and through its Bureau of Police and Clackamas County by and through its Sheriff's Office (COUNTY).

This IGA is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document.

PURPOSE

The purpose of this agreement is to provide funding for overtime costs to ensure that investigators and reconstructionists are available to respond for after-hours and weekend call-outs for fatal and prosecutable crash scenes within the CITY, when PPB reconstructionists are not available, or when a high-profile CITY employee is involved in a serious crash and an objective investigation is needed to be conducted by an outside agency.

GENERAL PROVISIONS

1. Effective Date and Duration. This IGA is effective on October 15, 2015. Unless earlier terminated or extended, this IGA shall expire on June 30, 2021.
2. Responsibilities of CITY. The CITY agrees to pay COUNTY an amount not to exceed \$60,000 for services provided under this IGA as described in Section 4, Statement of Work.

The CITY agrees to pay COUNTY for the cost of overtime expenses for Fiscal Year 2016 per the rates attached as Exhibit A.

Future rate changes shall be added through amendments to this intergovernmental agreement.

3. Responsibilities of COUNTY. COUNTY agrees to provide services as described below in Section 4, Statement of Work.
4. The Statement of Work.

COUNTY shall provide the following services:

- a. Respond to Major Crash Team call-outs.

- b. Provide specially trained crash scene reconstructionists to scan, measure and analyze the scene, and if possible determine causation.
 - c. Respond during after hour and weekend call-outs.
 - d. Be able to respond to any area of the City within 45 minutes of notification.
 - e. Provide reports as necessary, which document work done.
 - f. Ability to provide debrief presentations to CITY members as needed.
 - g. Ability to testify in court regarding cases investigated.
5. Project Representatives. Each party has designated a project manager to be the formal representative for this project. All reports, notices, and other communications required under or related to this IGA shall be directed to the appropriate individual.

Portland Police Bureau

Project Manager: Sgt. David Abrahamson
 Organization: CITY
 Bureau of Police
 Address:

Phone: 503-823-2151

Fax:

Email:

David.Abrahamson@portlandoregon.gov

Clackamas County

Sergeant John Naccarato 503-209-0447

Clackamas County Sheriff's Office

Johnnac@co.clackamas.or.us

6. Amendments. The terms of this IGA shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
7. Project Manager. The CITY's Project Manager for this project is Sgt. David Abrahamson. The Project Manager shall have the authority to extend the term of the agreement and to update the pay rates. The Project Manager also is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.
8. Termination. This agreement may be terminated by either party on 30 days written notice of such termination to the other party.
9. Payment on Early Termination. In the event of termination, CITY shall pay COUNTY for work performed in accordance with the agreement prior to the termination date.

10. No Third-Party Beneficiary. Except as set forth herein, this Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third-parties.
11. Conflict of Interest. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Agreement shall be employed by COUNTY on this project during the period of the Agreement.
12. Non-assignment. This Agreement shall not be assigned or transferred to another party without the express written consent of CITY's Project Manager.
13. Funds Available and Authorized. CITY certifies that at the time the IGA is written that sufficient funds are available and authorized for expenditure to finance costs of this IGA within CITY's current appropriation and limitation. Both parties understand and agree that payment of amounts under this IGA attributable to work performed after the last date of the current budget period is contingent on CITY receiving appropriations, limitations, or other expenditure authority.
14. Captions. The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.
15. Choice of Venue. Oregon law, without reference to any of its conflict of law provisions, shall govern this IGA and all rights, obligations and disputes arising out of the IGA. Venue for all disputes and litigation shall be in Multnomah County, Oregon.
16. Severability/Survival. If any of the provisions contained in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity, and conflicts of interest shall survive the termination of this IGA for any cause.
17. Access to Records. Both parties and their duly authorized representatives shall have access to the books, documents, papers, and records which are directly pertinent to the specific IGA for the purpose of making audit, examination, excerpts, and transcript and determining payment.
 - a. Notwithstanding any other term of this agreement, CITY's and COUNTY's obligations under this IGA are subject to the limitations and conditions of the Oregon Public Records Law ORS 192.410-192.505.
18. Compliance with Applicable Law. Both parties shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to work performed or actions under this intergovernmental agreement.

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

With respect to a Third Party Claim for which COUNTY is jointly liable with CITY (or would be if joined in the Third Party Claim), COUNTY shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CITY in such proportion as is appropriate to reflect the relative fault of COUNTY on the one hand and of CITY on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of COUNTY on the one hand and of CITY on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. COUNTY's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if COUNTY had sole liability in the proceeding.

With respect to a Third Party Claim for which CITY is jointly liable with COUNTY (or would be if joined in the Third Party Claim), CITY shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by COUNTY in such proportion as is appropriate to reflect the relative fault of CITY on the one hand and of COUNTY on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CITY on the one hand and of COUNTY on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CITY's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

20. Insurance. Each party shall be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

21. Merger Clause. This IGA constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this IGA shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA.

CITY

COUNTY

By:

Date: _____

Charlie Hales
Mayor

Approved as to form:

By:

Date: _____

City Attorney

Intergovernmental Agreement
City of Portland, Bureau of Police
Signature Page (revised for required signatures)

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

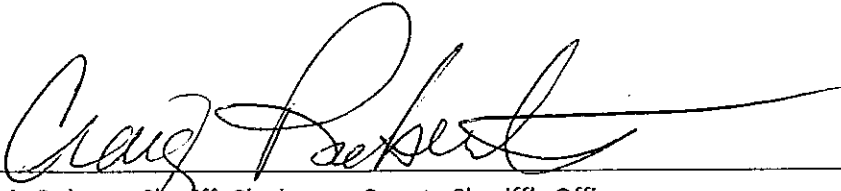
Signatures:

City of Portland:

(See attached)
By: Charlie Hales, Mayor Date

(See attached)
By: _____, City Attorney Date

Clackamas County:


Craig Roberts, Sheriff, Clackamas County Sheriff's Office 6-8-16
Date

John Ludlow, Chair, Clackamas County Board of Commissioners Date

Approved as to form by:

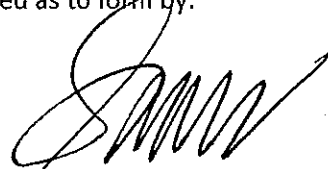

Clackamas County Counsel 6/2/16
Date

Exhibit A

Fiscal Year 2016

Hourly Rate	Rank
\$ 92.17	Deputy
\$ 110.81	Sergeant
\$ 154.97	Lieutenant

Fiscal Year 2017

Hourly Rate	Rank
\$ TBD	Deputy
\$ TBD	Sergeant
\$ TBD	Lieutenant

Fiscal Year 2018

Hourly Rate	Rank
\$ TBD	Deputy
\$ TBD	Sergeant
\$ TBD	Lieutenant



Karen Brisbin
Justice Of The Peace

CLACKAMAS COUNTY JUSTICE COURT

11750 SE 82ND AVE SUITE D | HAPPY VALLEY, OR 97086

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Tyler Technologies to provide a Court Management and Financial Application Software System

Purpose/Outcomes	Upgrade Justice Court software to meet operational needs
Dollar Amount and Fiscal Impact	Contract not to exceed \$292,827 plus annual \$52,265 recurring fees for software licenses and support
Funding Source	Justice Court Budget/General Fund
Duration	1 year with recurring annual fees for software maintenance as long as the system is used by the County
Previous Board Action/Review	Approved in 2015-16 budget
Strategic Plan Alignment	This aligns with Performance Clackamas Goals of building public trust through accountability and transparency.
Contact Person	Karen Brisbin, Justice of the Peace
Contract No.	N/A

BACKGROUND: There have been challenges meeting the court's operational needs using the current court software management program. A new software program will be compatible with the County's use of Windows 10, be able to maintain accurate violator contact information, produce accurate conviction records, produce reliable image records and financial reports improving transparency and reliability.

A Request for Proposals was advertised on July 29, 2015. Three (3) responsive and responsible proposals were received at the time of closing on August 27, 2015: Tyler Technologies, Courtview Justice Solutions and Journal Technologies.

An evaluation committee composed of representatives from Justice Court, Technology Services and the Treasurer evaluated each response based on the criteria listed in the Request for Proposals. Based on those criteria, the proposal from Tyler Technologies was the one best meeting the needs of the County for this project.

The total not to exceed amount of the contract is \$292,827 with annual recurring fees for software licenses and support of \$52,265. The annual fees will continue as long as the Tyler system is used by the County.

RECOMMENDATION: County staff respectfully recommends that the Board approve the contract with Tyler Technologies to provide a Court Management and Financial Application Software System for Justice Court and delegate authority to sign recurring software maintenance agreements as long as the system is used by the County.

This contract has been reviewed as to form by County Counsel
Respectfully submitted,

Karen Brisbin
Justice of the Peace

Placed on the Agenda of June 29, 2016 by the Procurement Division

**CONTRACT TO FURNISH AND INSTALL A
COURT MANAGEMENT AND FINANCIAL APPLICATION SOFTWARE SYSTEM**

TYLER TECHNOLOGIES INC.

BOARD OF COUNTY COMMISSIONERS

JOHN LUDLOW, Chair

JIM BERNARD, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

TOOTIE SMITH, Commissioner

**Don Krupp
County Administrator**

**George Marlton
Director, Purchasing Division**

**Tom Averett
Buyer**

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SECTION 1
CONTRACT FORM

PERSONAL SERVICES CONTRACT TO PROVIDE AND INSTALL A COURT MANAGEMENT AND FINANCIAL APPLICATIONS SOFTWARE SYSTEM

This contract is entered into by and between Clackamas County, hereinafter referred to as the COUNTY, and **TYLER TECHNOLOGIES INC.**, hereinafter called the CONTRACTOR, to provide the services described in Section II below. The following provisions shall comprise this contract:

I. COMPENSATION:

A. The COUNTY agrees to compensate the CONTRACTOR on a fee-for-service basis at the rates outlined in the Proposal Response. This agreement covers the period from contract execution through **March 31, 2017**. Total maximum contract compensation not to exceed **\$374,844(\$345,092 for products, services and equipment, \$29,762 for estimated Travel expenses)**. Ongoing annual software licensing fees will continue as long as the system remains in use by the County. Licensing fees for the first year are \$52,265 and included in the contract total. Invoices presented in connection with this Agreement are due and payable upon presentation. All charges will be billed monthly where appropriate.

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

- 1.** The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.
- 2.** This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).
- 3.** The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are incorporated herein by this reference.

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

C. The CONTRACTOR certifies that, at present, he is not a program, County or Federal employee.

D. The CONTRACTOR certifies that he is not a member of the Public Employees Retirement System.

II. SERVICES TO BE PROVIDED:

The contractor shall do, perform, and carry out in a satisfactory manner, the work as described in the Request for Proposals issued **July 29, 2015**, the Proposal Response received at the time of closing on **August 27, 2015**, **Provide and Install a Court Management and Financial Applications Software System** for the rates established therein. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

III. CONSTRAINTS:

The CONTRACTOR agrees:

A. If the services to be provided pursuant to Section II are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

B. This contract is expressly subject to all applicable State contracting laws and further, it is expressly subject to the debt limitation of Oregon counties set forth in Article XI, section 1 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with laws are deemed inoperative to that extent.

C. The CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work under this Contract. CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty, in Section 32 of this Contract that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

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

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

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

- a.** All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- b.** Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR'S property, operations, receipts, or income, or to CONTRACTOR'S performance of or compensation for any work performed by CONTRACTOR;
- c.** Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and
- d.** Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

E. Pursuant to the requirements of ORS 279B.220 through 279B.230 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this agreement:

- 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 agreement.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR 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 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 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.

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 which CONTRACTOR agrees to pay for such services and all monies and sums which CONTRACTOR collected or deducted from the wages of CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

F. The CONTRACTOR shall indemnify, save harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by negligence of the CONTRACTOR or the CONTRACTOR'S employees.

G. CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:

- 1. Reducing or withholding payment;
- 2. Requiring the CONTRACTOR to perform, at the CONTRACTORS expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- 3. Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.

IV. INSURANCE REQUIREMENTS

A. Commercial General Liability

Required by COUNTY Not required by COUNTY

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

B. Automobile Liability

Required by COUNTY Not required by COUNTY

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

C. 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.

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

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

F. The insurance, other than the professional liability and workers compensation insurance, shall include the COUNTY as an expressly scheduled additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

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

V. SUBCONTRACTS:

The CONTRACTOR shall be responsible to the COUNTY for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated against minority, women, or emerging small business enterprises, or a business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining subcontracts.

VI. TERMINATION: AMENDMENT:

- A.** This contract may be terminated by either party upon at least TEN (10) days written notice to the other.
- B.** This contract and any amendments to this contract will not be effective until approved by the Board of County Commissioners of Clackamas County.

This contract supersedes and cancels any prior contracts between the parties hereto for similar services. This contract contains exhibits, Licensing Agreements, Proposals and other items as attached, all of which are hereby included as part of the total agreement between the parties. To the extent there is a conflict between this contract and any other document, the terms of this contract shall govern and apply.

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

TYLER TECHNOLOGIES INC.
One Tyler Drive
Yarmouth, ME 04096

CLACKAMAS COUNTY
BOARD OF COMMISSIONERS

Authorized Signature

Chair

Name, Title

Date

Date

Recording Secretary

Telephone/Fax Number

Reviewed as to form

County Counsel

*Entity Type/State of Formation

*Oregon Business Registry #

*required if using an assumed business name, or if the business is a LLC, a LLP, a Corporation or other business type required by statute to be registered with the Oregon Secretary of State's Office



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and the City of West Linn to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the City of West Linn.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$15,000 in revenue to support the Community Service program.
Funding Source	City of West Linn.
Safety Impact	Work Crews improve public areas by cleaning up trash and hazardous materials as well clearing vegetation.
Duration	Effective July 1, 2016 and terminates June 30, 2017.
Previous Board Action/Review	Annual renewal.
Contact Person	Capt. Jenna Morrison, Director - Community Corrections – 503-655-8866

BACKGROUND: Clackamas County Community Corrections provides supervised offender work crews for sites under the control of the City of West Linn. Crews consisting of a minimum of four offenders perform landscaping and cleanup for generally six hour per day. Community Corrections provided a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$400 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for a one year, July 1, 2016 through June 30, 2017 and allows for one additional year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves this Intergovernmental Agreement to provide work service crews to the City of West Linn.

Respectfully submitted,

Captain Jenna Morrison, Director
Community Corrections

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
AND
THE CITY OF WEST LINN**

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and the City of West Linn (CITY) for the cooperation of units of local government and State agencies under the authority of ORS 190.010.

II. Scope of Work and Cooperation:

A. The CITY agrees to:

1. Identify Work Crew projects, such as litter patrol, trail, and landscape maintenance in Clackamas County.
2. Schedule Work Crew projects on a mutually agreed-upon schedule; communicating scope of work and tool requirements to COUNTY.

B. The COUNTY agrees to:

1. Provide a Work Crew Supervisor to supervise the Work Crews and perform work when safety and work flow allow.
2. Provide a minimum of four (4) clients to perform general labor on a mutually agreed-upon schedule. Total labor hours per crew will be a minimum of twenty-four (24) per work day.
3. Provide all basic tools to perform assigned scope of work. If special tools are necessary, they shall be provided by the City of West Linn.

III. Compensation

The City agrees to pay \$400 per day for the services outlined in Section II. B.

Payments shall be made on the basis of requests for payment submitted as follows:

- A. COUNTY will bill the CITY within the first week following the last working day of each calendar month in which work is performed.

- B. The CITY agrees to pay COUNTY within 30 days of the receipt of the COUNTY'S invoice.

IV. Liaison Responsibility

Ken Worcester, 503-656-6081, or his designee will act as liaison from the CITY for this project. For crew scheduling, contact Ryan Brown, 503-650-8929.

V. Special Requirements

- A. The COUNTY and the CITY agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations.
- B. Subject to the limits of the Oregon Tort Claims Act, Article 11, Section 10 of the Oregon Constitution, Clackamas County shall indemnify, defend and hold harmless the CITY, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of the COUNTY personnel acting pursuant to the terms of this agreement.
- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the CITY which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts and transcripts.
- E. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article, XI, Section 10, of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. No Work Crew provided under this agreement shall be required to clean up any dump site when known or suspected hazardous materials are present.
- G. In the event the Work Crew discovers known or suspected hazardous materials at any work site, the Work Crew Supervisor shall immediately

cease the activities until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.

H. Independent Contractor Status. The COUNTY is engaged under this agreement as an independent contractor. The COUNTY, its employees and members of the Work Crews are not employees of the CITY and are not eligible for any benefits through the CITY.

I. Personnel. The COUNTY may assign such personnel as it deems necessary to do the work or services to be rendered under this agreement.

VI. Amendment

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

VII. Term of Agreement

This agreement becomes effective upon completion of signatures below, is scheduled to terminate June 30, 2017, but may be renewed for two (2) additional one (1) year agreements upon written approval by both parties.

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

(Signature Page Attached)

DATED this _____ day of _____

**CLACKAMAS COUNTY BOARD
OF COMMISSIONERS**

GOVERNMENTAL UNIT

City of West Linn
22500 Salamo Rd
West Linn, OR 97068
503-656-6081

Chair

Authorized Signature

Recording Secretary

Printed Name/Title

Date

Approved as to form

County Counsel



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and the City of Happy Valley to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the City of Happy Valley.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$8,000 in revenue to support the Community Service program.
Funding Source	City of Happy Valley.
Safety Impact	Work Crews improve public areas by cleaning up trash and hazardous materials as well clearing vegetation.
Duration	Effective July 1, 2016 and terminates June 30, 2017.
Previous Board Action/Review	Annual renewal.
Contact Person	Capt. Jenna Morrison, Director - Community Corrections – 503-655-8866

BACKGROUND: Clackamas County Community Corrections provides supervised offender work crews for sites under the control of the City of Happy Valley. Crews consisting of a minimum of four offenders perform landscaping and cleanup for generally six hour per day. Community Corrections provided a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$400 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for a one year, July 1, 2016 through June 30, 2017 and allows for one additional year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves this Intergovernmental Agreement to provide work service crews to the City of Happy Valley.

Respectfully submitted,

Captain Jenna Morrison, Director
Community Corrections

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
AND
THE CITY OF HAPPY VALLEY**

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and the City of Happy Valley (CITY) for the provision by COUNTY to CITY of COUNTY Community Corrections Work Crews (Work Crews) for clean-up activities around the CITY at the cooperation of units of local government and State agencies under the authority of ORS 190.010.

II. Scope of Work and Cooperation:

A. The CITY agrees to:

1. Identify Work Crew projects, such as litter patrol, trail, and landscape maintenance in CITY and such other areas as CITY may select in Clackamas County.
2. Schedule Work Crew projects on a mutually agreed-upon schedule; communicating scope of work and possible tool requirements to COUNTY.

B. The COUNTY agrees to:

1. Provide a Work Crew Supervisor to supervise the Work Crews and perform work when safety and work flow allow.
2. Provide a minimum of four (4) clients to perform general labor on a mutually agreed-upon schedule. Total labor hours per crew will be a minimum of twenty-four (24) per work day.
3. Provide all basic tools to perform assigned scope of work. If special tools are necessary, they shall be provided by the City of Happy Valley.

III. Compensation

The City agrees to pay \$400 per day for the services outlined in Section II. B.

Payments shall be made on the basis of requests for payment submitted as follows:

- A. COUNTY will bill the CITY within the first week following the last working day of each calendar month in which work is performed.
- B. The CITY agrees to pay COUNTY within 30 days of the receipt of the COUNTY'S invoice.

IV. Liaison Responsibility

Chris Randall, 503-783-3842, or his designee will act as liaison from the CITY for this project. For crew scheduling, contact Ryan Brown, 503-650-8929.

V. Special Requirements

- A. The COUNTY and the CITY agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations.
- B. Subject to the limits of the Oregon Tort Claims Act, Article 11, Section 10 of the Oregon Constitution, Clackamas County shall indemnify, defend and hold harmless the CITY, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of the COUNTY personnel, including members of the Work Crews, acting pursuant to the terms of this agreement.
- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the CITY which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts and transcripts.
- E. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article, XI, Section 10, of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- F. No Work Crew provided under this agreement shall be required to clean up any dump site when known or suspected hazardous materials are present.
- G. In the event the Work Crew discovers known or suspected hazardous materials at any work site, the Work Crew Supervisor shall immediately cease the activities until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.
- H. Independent Contractor Status. The COUNTY is engaged under this agreement as an independent contractor. The COUNTY, its employees and members of the Work Crews are not employees of the CITY and are not eligible for any benefits through the CITY.
- I. Personnel. The COUNTY may assign such personnel as it deems necessary to do the work or services to be rendered under this agreement.

VI. Amendment

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

VII. Term of Agreement

This agreement becomes effective upon completion of signatures below, is scheduled to terminate June 30, 2017, but may be renewed for two (2) additional one (1) year agreements upon written approval by both parties.

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

(Signature Page Attached)

DATED this ____ day of _____

**CLACKAMAS COUNTY BOARD
OF COMMISSIONERS**

GOVERNMENTAL UNIT

City of Happy Valley
16000 SE Misty Drive
Happy Valley, OR 97086
503-783-3800

Chair

Authorized Signature

Recording Secretary

Printed Name/Title

Date

Approved as to form

County Counsel



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and the City of Milwaukie to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the City of Milwaukie.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$8,000 in revenue to support the Community Service program.
Funding Source	City of Milwaukie.
Safety Impact	Work Crews improve public areas by cleaning up trash and hazardous materials as well clearing vegetation.
Duration	Effective July 1, 2016 and terminates June 30, 2017.
Previous Board Action/Review	Annual renewal.
Contact Person	Capt. Jenna Morrison, Director - Community Corrections – 503-655-8866

BACKGROUND: Clackamas County Community Corrections provides supervised offender work crews for sites under the control of the City of Milwaukie. Crews consisting of a minimum of four offenders perform landscaping and cleanup for generally six hour per day. Community Corrections provided a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$400 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for a one year, July 1, 2016 through June 30, 2017 and allows for one additional year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves this Intergovernmental Agreement to provide work service crews to the City of Milwaukie.

Respectfully submitted,

Captain Jenna Morrison, Director
Community Corrections

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
COMMUNITY CORRECTIONS DEPARTMENT
AND
CITY OF MILWAUKIE

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and City of Milwaukie (CITY) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for a cooperative working relationship for the purpose of providing supervised Community Corrections Work Crews (Work Crew) to perform general labor at sites under the control of City of Milwaukie.

II. Scope of Work and Cooperation

A. CITY agrees to:

1. Identify Work Crew projects, such as litter patrol, trail, and landscape maintenance in Clackamas County.
2. Schedule Work Crew projects on a mutually agreed-upon schedule.

B. The COUNTY agrees to:

1. Provide a Work Crew Supervisor to supervise the Work Crews.
2. Provide a minimum of four (4) clients to perform general labor on a mutually agreed-upon schedule. Total labor hours per crew is a minimum of twenty-four (24) labor hours.
3. Provide all basic tools to perform work. If special tools are required, they shall be provided by CITY.

III. Compensation

CITY agrees to pay \$400 per day for the services outlined in Section II.B.

Payments shall be made on the basis of requests for payment submitted as follows:

- A. COUNTY will bill CITY within the first week following the last working day of each calendar month in which is performed.
- B. CITY agrees to pay COUNTY within 30 days of the receipt of COUNTY invoice.

IV. Liaison Responsibility

Tim Salyers, 503-786-7409, or his designee will act as liaison from the CITY for this project. Ryan Brown, 503-650-8929 will act as liaison from the COUNTY.

V. Special Requirements

- A. The COUNTY and CITY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Subject to the limits of the Oregon Tort Claims Act, Article 11, Section 10 of the Oregon Constitution, COUNTY shall indemnify, defend and hold harmless CITY, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of Corrections personnel acting pursuant to the terms of this agreement.
- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives, shall have access to the books, documents, papers, and records of the CITY which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- E. This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. No Work Crew provided under this Agreement shall be required to clean up any dump site when known or suspected hazardous materials are present.
- G. In the event the Work Crew discovers known or suspected hazardous materials at any work site, the Work Crew Supervisor shall immediately cease the activities until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.
- H. Independent Contractor Status. COUNTY is engaged under this Agreement as an independent contractor. COUNTY, its employees and members of the

Work Crews are not employees of CITY and are not eligible for any benefits through CITY.

- I. Personnel. COUNTY may assign such personnel as it deems necessary to do the work or services to be rendered under this agreement
- J. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any dispute regarding this Agreement shall be brought in Clackamas County Circuit Court.

VI. Amendment

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

VII. Term of Agreement

This Agreement becomes effective upon contract execution and is scheduled to terminate June 30, 2017, but may be renewed for two (2) additional one (1) year periods upon written approval by both parties.

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

(Signature Page Attached)

INTERGOVERNMENTAL AGREEMENT

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DATED this _____ day of April, 2016.

**CLACKAMAS COUNTY BOARD
OF COMMISSIONERS**

**City of Milwaukie
10722 SE Main St
Milwaukie, OR 97222
503-786-7555**

Chair

Authorized Signature

Recording Secretary

Printed Name/Title

Date

Approved as to form

County Counsel



June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order in the Matter of an Extension of the Cable Television Franchise with
Canby Telephone Association (dba Canby Telcom)

Purpose/Outcome	Extend current cable television franchise to allow time for evaluation and negotiations.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Effective June 30, 2016 through October 30, 2016
Previous Board Action/Review	The franchise was approved by the BCC in January 2006, and extended in January 2016 for five months.
Strategic Plan Alignment	Building public trust through good government.
Contact Person	Gary Schmidt, Public and Government Affairs, 503-742-5908
Contract No.	N/A

BACKGROUND:

Canby Telephone Association (dba Canby Telcom) Cable Franchise Permit expires on June 30, 2016. As the County and Canby Telephone Association will need additional time to evaluate and negotiate a new cable franchise agreement, it is desirable to continue the current contract under the same terms and conditions pursuant to applicable law unless and until the County issues a termination of franchise notice. Canby Telephone Association currently serves over 350 subscribers in the unincorporated area of Clackamas County.

This extension, if granted, would not affect either party's rights in the renewal process and includes a provision to preserve the County's right to retroactive PEG funding negotiated in the renewal. The County will evaluate Canby Telephone Association's legal, technical and financial qualifications to operate the cable system, as well as the community's needs, in its determination of whether to renew the franchise and on what terms and conditions.

This cable franchise agreement extension has been reviewed and approved by County Counsel.

Page 2
Staff Report – Canby Telephone Association
June 29, 2016

RECOMMENDATION:

Staff respectfully recommends the Board approve the extension of the franchise permit agreement to assure that the terms of the current franchise agreement continue to be met through October 30, 2016.

Respectfully submitted,

Gary Schmidt, Director
Public and Government Affairs

In the Matter of Approving an
Extension of the cable television
Franchise with Canby Telephone Association
(dba Canby Telcom)

ORDER NO.

This matter coming before the Clackamas County Board of Commissioners at its regularly scheduled public meeting on June 29, 2016 to consider approving an extension of the cable television franchise with Canby Telephone Association (dba Canby Telcom).

WHEREAS, Canby Telephone Association holds a cable television franchise with Clackamas County, which will expire on June 30, 2016; and

WHEREAS, County staff and representatives of Canby Telephone Association began meeting in the winter of 2016 to evaluate and negotiate terms regarding the renewal of the applicable franchise; and

WHEREAS, the amount of time required to conclude negotiations and allow for public review of a new franchise agreement will extend beyond the current expiration date; and

WHEREAS, it is in the public interest to extend the current franchise for an additional period of time under the same terms and conditions pursuant to applicable law to accommodate the renewal process and avoid a potentially unnecessary disruption of service to affected residents.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT the franchise granted to Canby Telephone Association shall be extended until and including October 30, 2016, and that all rights and obligations provided the parties under the franchise agreement shall remain in full force and effect during that period, including the rights of the parties under the Cable Communications Policy Act of 1992 and the Telecommunications Act of 1996. Neither Canby Telephone Association nor the County shall assert any claim, denial or defense based upon the original expiration date of the Franchise Agreement, excepting therefrom that the County may assert in negotiations that any increase in PEG funding included in the new franchise agreement shall include the time period covered by this extension. This extension of the franchise is explicitly conditioned upon written acceptance thereof by the Franchisee.

DATED THIS _____ DAY OF JUNE, 2016.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



NANCY S. BUSH
DIRECTOR

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

June 29, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of FY15 Urban Area Security Initiative (UASI)
Subrecipient Grant Agreement with Clackamas Fire District #1

Purpose/Outcomes	Approving the FY15 Subrecipient Grant Agreement between Clackamas County and Clackamas Fire District #1 (CFD#1) allows CFD#1 to receive and/or benefit from UASI grant funds that pass through Clackamas County.
Dollar Amount and Fiscal Impact	The UASI grant is a 100% federal share grant. Clackamas County acts as the pass-through for grant funds to sub-recipients, receiving full reimbursement for any expenses incurred. Upon approval of the Subrecipient Grant Agreements, CFD#1 will be eligible to receive \$59,000 for a regionally deployable liquid/solid unknown chemical identification monitor.
Funding Source	The United States Department of Homeland Security, Federal Emergency Management Agency - no County General Funds are involved.
Duration	The FY15 UASI grant award period is effective from the date of signature by both parties through May 31, 2018.
Previous Board Action	The FY15 UASI Intergovernmental Agreement, which serves as the basis for this agreement, was approved by the Board of County Commissioners during the March 31, 2016 business meeting – agenda item 033116-D1.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
Contact Person	Nancy Bush, Director, 503-655-8665
Contract No.	Subrecipient grant agreement 16-028

BACKGROUND:

Clackamas County is a signatory to the FY15 UASI Intergovernmental Agreement with the City of Portland that requires the County to be the sponsoring, or pass-through, agency for other county agencies and special districts that receive funding or benefit from UASI grants. Approval of the FY15 UASI Subrecipient Grant Agreements with CFD#1 will allow the District to receive \$59,000 for a regionally deployable liquid/solid unknown chemical identification monitor.

The agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board approve Subrecipient Grant Agreement #16-028 between Clackamas County and the CFD#1.

Respectfully submitted,

Nancy Bush, Director

CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT 16-028 Project Name: <i>Regionally Deployable Liquid/Solid Unknown Chemical Identification Monitor</i> Project Number: 16-028	
This Agreement is between <u>Clackamas County</u> , Oregon, acting by and through its Department of Emergency Management (COUNTY) and <u>Clackamas County Fire District #1</u> , an Oregon Fire District. (SUBRECIPIENT).	
Clackamas County Data	
Grant Accountant: Judy Anderson-Smith	Program Manager: Sarah Stegmuller Eckman
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5422 Jsmith2@clackamas.us	Clackamas County – Disaster Management 2200 Kaen Road Oregon City, OR 97045 503-650-3381 sarahste@clackamas.us
Subrecipient Data	
Finance/Fiscal Representative: Tyler Spath	Program Representative: Captain Michael Carlsen
Clackamas County Fire District #1 11300 SE Fuller Road Milwaukie, OR 97222 503-742-2656 Tyler.spath@ClackamasFire.com	Clackamas County Fire District #1 9339 SE Causey Avenue Clackamas, OR 97086 503-742-2605 Michael.carlsen@clackamasfire.com
DUNS: 111796764	

URBAN AREA SECURITY INITIATIVE (UASI)

THIS Intergovernmental (Agreement) between Clackamas County, Oregon (COUNTY) and Clackamas County Fire District #1 (SUBRECIPIENT) is entered into pursuant to the authority granted in Oregon Revised Statutes (ORS) Chapter 190, for the coordination of activities related to the use of the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, to assist in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

1. Project description: Clackamas Fire District #1 FY15 UASI Chemical, Biological, Radiological, Nuclear and Explosives (CBNRE) Project
2. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

Recitals

WHEREAS, the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of \$3,000,000 in Fiscal Year 2015 to the State of Oregon ("State"), acting by and through the Oregon Military Department, Office of Emergency Management (OEM) for distribution of \$2,576,060 to the Portland Urban Area (PUA); and

WHEREAS, the State awarded UASI Grant #15-170 to the City of Portland, Bureau of Emergency Management (PBEM) for Fiscal Year 2015 in the amount of \$2,576,060, a copy of which is attached to this Agreement and incorporated herein as Attachment 1 and Exhibits A, B, C and D; and

WHEREAS, UASI Grant #15-170 is intended to increase the capabilities of the PUA, which includes jurisdictions in Multnomah, Clackamas, Columbia and Washington counties in Oregon and Clark County in Washington, as well as the Port of Portland and TriMet, to build an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism; and

WHEREAS, a list of equipment, supplies, professional services, training and exercise events to be grant funded has been developed through PBEM's application process in coordination with the State; and

WHEREAS, PBEM, as Grant Administrator, is required to oversee and coordinate the expenditure of the UASI grant funds and has developed procedures to guide the procurement, delivery, and reimbursement processes; and

WHEREAS, COUNTY is required to make periodic reports to PBEM, the Grant Administrator, regarding the expenditure of the UASI grant funds and will use PBEM-developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, SUBRECIPIENT is required to comply with all terms of the U.S. Department of Homeland Security, UASI Grant CFDA # 97.067, PBEM Grant #15-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the Regional Disaster Preparedness Organization (RDPO) is the designated organization in the PUA that serves in the capacity of Urban Area Work Group (UAWG) to coordinate program development and decision-making processes for allocating UASI sub-grants, as specified in the "Standard Operating Procedure Urban Areas Security Initiative Program Management Under the Regional Disaster Preparedness Organization", Attachment 2; and

WHEREAS, COUNTY is required to follow PBEM-developed procurement, delivery, reimbursement, and reporting procedures, to ensure compliance with all terms of the award, and is obligated to coordinate with and obtain similar assurances from SUBRECIPIENT.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective from the date both parties have signed and shall be terminated on **May 31, 2018**, unless sooner terminated or extended pursuant to the terms hereof.

2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the State awarded UASI Grant #15-170 (Federal award date: August 13,) that is the source of the grant funding, in addition to compliance with requirements of 2 *Code of Federal Regulations* (CFR), Part 200, 2 CFR Part 215, 2 CFR Part 225, CFR Part 230, CFR Part 200 Appendix XI. A copy of that grant award has been provided to SUBRECIPIENT by the COUNTY, which is attached to and made a part of this Agreement by this reference.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Homeland Security Grant Program - UASI (CFDA 97.067)** issued to the COUNTY by the City of Portland, through its Bureau of Emergency Management. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$59,000.00**.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that \$59,000 in Federal Funds have been obligated to COUNTY on this award.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) SUBRECIPIENT certifies that is has read the award conditions and certifications for UASI Grant #15-170; including Exhibits A, B, C and D and that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the City, as grantee, under those grant documents.
 - b) SUBRECIPIENT will comply with all City and State financial management processes, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations and Office of Management and Budget Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:
 - i. Administrative Requirements: 2 CFR 200 (State and Local Governments)
 - ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).

iii. Audit Requirements: 2 CFR 200 Appendix XI.

- c) SUBRECIPIENT will comply with all City and State procurement requirements, including the competitive bid processes as outlined in Portland City Code (PCC) and Oregon Revised Statutes (ORS). A nonexclusive list of code and statutes commonly applicable to procurement include:
 - i. PCC Chapter 5.33 (Goods and Services) and PCC Chapter 5.68 (Professional, Technical and Expert Service Contracts).
 - ii. ORS 279A (Public Contracting – General Provisions) and ORS 279B (Public Contracting – Public Procurements).
- d) SUBRECIPIENT agrees that all equipment, supplies, and services procured by the COUNTY are as described in the approved grant budget documents.
- e) SUBRECIPIENT agrees that regardless of how it is procured, all equipment and supplies purchased shall be owned by SUBRECIPIENT until disposition takes place. SUBRECIPIENT shall be responsible for inventory tracking, maintenance and storage while in possession of such equipment and supplies.
- f) SUBRECIPIENT agrees that regardless of who the Owner is, all equipment purchased with grant funds will be made available to all eligible regional partners per 44 CFR 13.32(c)(2). All reasonable requests must be met when sufficient notice is given and no reasonable conflict exists. Owners may not charge "rental" fees for equipment, but may seek reimbursement for normal expendables (not already covered by grant funds) such as fuel, vehicle damage, maintenance for wear and tear, etc., when appropriate.
- g) SUBRECIPIENT shall comply with all property and equipment tracking and monitoring processes required by the grant, this Agreement, the City and the State. To treat all single items of equipment valued over \$5,000 as fixed assets and to provide the COUNTY with a list of such equipment on an annual basis, using the reporting form found in Exhibit D. **The list should include, but is not limited to, status, asset number, funding source, date of purchase, equipment description, serial number, and location where the equipment is housed or stored. Additionally, all equipment must have a sticker affixed that visibly states: "Purchased with funds provided by the U.S Department of Homeland Security."** All requirements for the tracking and monitoring of fixed assets are set forth in 2 CFR 200 Subparts A-D and 2 CFR 200 Appendix XI; see especially 2 CFR 200.313 on the disposition of equipment purchased with federal funds. 2 CFR 200 Appendix XI compliance supplement on transfer and disposition reporting can be found on the Whitehouse website: <http://www.whitehouse.gov/omb/circulars/>. SUBRECIPIENT shall maintain and store all equipment and supplies, provided or purchased, in the manner that will keep it safe, prolong its useful life and be maintained in good working condition at all times.
- h) Any request or invoice SUBRECIPIENT submits for reimbursement of costs will be consistent with the items identified in the approved grant budget documents.
- i) SUBRECIPIENT understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the State and/or the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.
- j) SUBRECIPIENT will not deviate from the items listed in the approved grant budget documents without first securing written approval from the COUNTY.
- k) In all publications created with funding under this grant, SUBRECIPIENT shall prominently include the following statement: "This document was prepared under a grant from FEMA's Grant

Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

- l) All of SUBRECIPIENT's financial records, supporting documentation and all other records pertinent to this grant or agreements under this grant shall be retained by the SUBRECIPIENT following termination, completion or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit, as established by Federal, State or City retention schedules (whichever is longer). Currently, the City of Portland's retention requirement for these documents is 10 years. A nonexclusive list of code and statutes commonly applicable to retention include:
 - i. City of Portland Retention Schedules, Section 4808
<http://www.portlandonline.com/auditor/index.cfm?c=27183&a=7949>
 - ii. OAR 166-200-0050(17)
 - iii. 2 CFR 200.333-337
- m) SUBRECIPIENT will obtain a copy of 2 CFR 200 Subparts A-D, and will apprise itself of all rules and regulations set forth.
- n) SUBRECIPIENT will not supplant its local funds with federal funds but rather use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to fund programs within the UASI grant program guidelines.
- o) SUBRECIPIENT will comply with National Incident Management System (NIMS) objectives identified as requirements by the State and certifies that it is registered with the State as being NIMS compliant.
- p) SUBRECIPIENT will comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.
- q) SUBRECIPIENT agrees to timely comply with all reporting obligations required by this agreement.
- r) SUBRECIPIENT agrees to provide the COUNTY with Performance, Equipment Inventory Reports and Audit Reports when required by the COUNTY and in the form required by the COUNTY.
 - i. Performance reports (Exhibit C) are due to the City on a quarterly basis: April 15th, July 15th, October 15th, and January 15th during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.
 - ii. Equipment Inventory Reports (Exhibit D) are due to the COUNTY on an annual basis, on June 25th of each year.
 - iii. Results of the SUBRECIPIENT's audit report are due to the COUNTY fifteen (15) days after the SUBRECIPIENT's receipt of the report, along with a corrective action plan (if applicable). Agencies expending \$750,000 or more in Federal awards during their fiscal year, are required to have a Single audit, as provided in 2 CFR 200 Subpart F. A copy of 2 CFR 200 Appendix XI Single Audit compliance requirements can be found at <http://www.whitehouse.gov/omb/circulars/>.

- s) SUBRECIPIENT agrees to comply with all applicable laws, regulations, program guidance and guidelines of the Federal Government, the State of Oregon, and OEM in the performance of this Agreement, including but not limited to those listed in UASI Grant #15-170, Exhibit B, Federal Requirements and Certifications, Exhibit C, Subagreement Insurance Requirements and Exhibit D, Standard Operating Procedure Urban Areas Security Initiative (UASI) Program Management Under the Regional Disaster Preparedness Organization (RDPO).
- t) SUBRECIPIENT agrees to comply with all of its obligations under this Agreement and any applicable, incorporated document or documents.
- u) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- v) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- w) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
- x) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- y) **Match.** Matching funds are not required for this Agreement.
- z) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- aa) **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- bb) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit C for each period (quarterly and final) during the term of this Agreement.
- cc) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all performance and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 15 calendar days after the end date of this agreement.
- dd) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the

SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.

- ee) **Lobbying.** SUBRECIPIENT certifies that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the *Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352.
- ff) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- gg) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for State of Oregon Grant #15-170, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- hh) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to terminate this relationship including the original agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.

- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- d) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- e) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted through the City of Portland.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) The SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and

employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

- b) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance 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 Agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees, the State of Oregon, OEM, the City of Portland and their officers, employees and members" as additional insured respective to this award.
 - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the 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.
 - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement 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 the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

- 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
 - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
 - d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
 - f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
 - g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
 - h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
 - i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
 - j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
 - k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

(Signature Page Follows)


SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

NAME

By: _____
Chair

By:  _____
NAME, TITLE *Fire chief, Clackamas Fire District #1*

Dated: 6-21-2016

By: _____
Recording Secretary

Dated: _____

Approved to Form

By:  _____
County Counsel

Dated: 10 May 2016

- Exhibit A: SUBRECIPIENT Program Budget
- Exhibit B: Congressional Lobbying Certificate
- Exhibit C: Quarterly/Final Performance Reporting
- Exhibit D: Equipment Inventory Reporting Form

Exhibit A: SUBRECIPIENT Program Budget

Item #	Item	Original Budget	Contact Name	Contact email	Contact Phone Number
021	CBRNE Project (combined)	\$ 59,000	Capt. Michael Carlsen	michael.carlsen@clackamasfire.com	503-703-9580

EXHIBIT B: CONGRESSIONAL LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.


<u>Clackamas Fire District #1</u>	
Organization Name	Award Number or Project Name
<u>Fred Chavira, Fire Chief</u>	
Name and Title of Authorized Representative	
	<u>6-21-2016</u>
Signature	Date

Exhibit C: Quarterly/Final Performance Reporting

SUBRECIPIENT will report quarterly to Portland Bureau of Emergency Management (PBEM) using the form located at the following link: <http://tinyurl.com/htmtxm6>.

Reports will be due on April 15, July 15, October 15, and January 15 until the project is complete (e.g. all funds have been spent and final invoice has been submitted).

SUBRECIPIENT will receive a reminder and a link to the reporting form directly from PBEM shortly before the due dates.

EXHIBIT D: EQUIPMENT INVENTORY REPORTING FORM

Instructions for completing PBEM Urban Areas Security Initiative Equipment Inventory Report

General Instructions

This is the standard form to be used by sub-grantee to provide detailed item information in connection with required reports of tangible property under the UASI grants. ***Equipment means tangible non-expendable personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. Note that this report is due, October 1st of each year.***

Sub-Grantees Enter the name of the entity that was party to the Sub-Grantee Award Agreement

Grant # Enter the unique UASI grant number assigned to the project

Submitted by Enter the name of the point of contact for the project or the person responsible for compiling the report

No reportable Equipment was purchased with this grant Select the checkbox if the statement applies. If selected, submit the report, not further action in needed

Asset Tag# Enter the unique asset tag number assigned to the individual unit. This number is sub-grantee created

Asset Description Provide a brief description of the item

Condition Code Enter the application condition code from the following list:

Code	Description
A.	Excellent. Property that is in new condition or unused condition and can be used immediately w/o modification or repairs
B.	Usable. Property which shows some wear, but can be used without significant repair
C.	Repairable. Property which is unusable in its current condition but can be economically repaired
X	Salvage. Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical
S	Scrap. Property which has no value except for its basic material content

Serial # Enter the manufacturer's serial number, model number stock number, or other identification number

Location of Asset Enter the physical address where the asset is kept or used

Acquisition Cost Enter the purchase price of the asset

Match Cost Enter the sub-grantee cost share contribution, if applicable

Date Acquired Enter the date the item was acquired by the sub-grantee



Asset Tag #	Asset Description	Code	Serial #	Location of Asset	Acquisition Cost	Match Cost	Date Acquired

I certify to the best of my knowledge that all the information on this form is complete and correct and that the equipment listed was purchased with fiscal year 20XX Urban Area Security Initiative (UASI) grant funds and are prominently marked "Purchased with funds from the U.S Department of Homeland Security".

Printed Name: _____ Signature: _____ Date: _____

INTERGOVERNMENTAL AGREEMENT

Between

THE CITY OF PORTLAND, OREGON

And

CLACKAMAS COUNTY, OREGON

THIS IS an Intergovernmental Agreement (IGA) between the City of Portland ("City") and Clackamas County, Oregon ("Agency") entered into pursuant to the authority granted in Oregon Revised Statutes (ORS) Chapter 190, for the coordination of activities related to the use of the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, to assist in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

Recitals

WHEREAS, the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of \$3,000,000 in Fiscal Year 2015 to the State of Oregon ("State"), acting by and through the Oregon Military Department, Office of Emergency Management (OEM) for distribution of \$2,576,060 to the Portland Urban Area (PUA); and

WHEREAS, the State awarded UASI Grant #15-170 to the City of Portland, Bureau of Emergency Management (PBEM) for Fiscal Year 2015 in the amount of \$2,579,060, a copy of which is attached to this Agreement and incorporated herein as Attachment 1 and Exhibits A, B, C and D; and

WHEREAS, UASI Grant #15-170 is intended to increase the capabilities of the PUA, which includes jurisdictions in Multnomah, Clackamas, Columbia and Washington counties in Oregon and Clark County in Washington, as well as the Port of Portland and TriMet, to build an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism; and

WHEREAS, a list of equipment, supplies, professional services, training and exercise events to be grant funded has been developed through the application process and coordination with the State; and

WHEREAS, PBEM, as Grant Administrator, is required to oversee and coordinate the expenditure of the UASI grant funds and has developed procedures to guide the procurement, delivery, and reimbursement processes; and

WHEREAS, PBEM, as Grant Administrator, is required to make periodic reports to the State regarding the expenditure of the UASI grant funds and has developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, the City and all other PUA jurisdictions that receive direct benefit from UASI grant purchases are required to comply with all terms of the U.S. Department of Homeland Security, UASI Grant CFDA # 97.008, Grant #15-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the Regional Disaster Preparedness Organization (RDPO) is the designated organization in the PUA that serves in the capacity of Urban Area Work Group (UAWG) to coordinate program development and decision-making processes for allocating UASI sub-grants, as specified in the "Standard Operating Procedure Urban Areas Security Initiative (UASI) Program Management Under the Regional Disaster Preparedness Organization (RDPO)", Attachment 2; and

WHEREAS, the City is entering into agreements with PUA counties and agencies to secure their commitment to follow the City-developed procurement, delivery, reimbursement, and reporting procedures, to ensure their compliance with all terms of the grants, and to obligate them to coordinate with and obtain similar assurances from directly benefiting jurisdictions (i.e., "sub-recipients") within the respective counties and regional agencies.

NOW, THEREFORE, the Parties agree as follows:

1. The City agrees:

- a) That it is authorized to purchase and distribute equipment, supplies and services which have been approved by the State and, as appropriate, the City may delegate this purchasing authority to the Agency. Such authorization, however, does not guarantee payment for the Agency. The State requires invoicing with the appropriate backup documentation by the Agency, to the City, and compliance with the purchasing rules of the Code of Federal Regulations, any applicable state rules, City purchasing practices and the Agency's purchasing practices prior to approval of payments.
- b) Because there is no IGA between the City and the sub-recipients of the Agency (if any), the Agency will be the point of contact for all requests

made by its sub-recipients. The Agency will be responsible for submitting all purchase requests on behalf of their sub-recipients to the City.

- c) When the City has purchased goods or services for the Agency or the Agency's sub-recipient, arrangements for delivery will be made between the parties. The Agency or the Agency's sub-recipient shall be the Owner of said goods or services and shall be responsible for complying with all applicable requirements as outlined in the Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) Circulars, the State grant agreement, and this Intergovernmental Agreement.

2. The Agency agrees:

- a) That it has read the award conditions and certifications for UASI Grant #15-170; including Exhibits A, B, C and D and that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the City, as grantee, under those grant documents.
- b) To comply with all City and State financial management processes, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations and Office of Management and Budget Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:
 - i. Administrative Requirements: 2 CFR 200 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).
 - ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
 - iii. Audit Requirements: 2 CFR 200.21.
- c) To comply with all City and State procurement requirements, including the competitive bid processes as outlined in Portland City Code (PCC) and Oregon Revised Statutes (ORS). A nonexclusive list of code and statutes commonly applicable to procurement include:
 - i. PCC Chapter 5.33 (Goods and Services) and PCC Chapter 5.68 (Professional, Technical and Expert Service Contracts).
 - ii. ORS 279A (Public Contracting – General Provisions) and ORS 279B (Public Contracting – Public Procurements).

- d) That all equipment, supplies, and services procured by the Agency are as described in the approved grant budget documents.
- e) That regardless of how it is procured, all equipment and supplies purchased shall be owned by the Agency or the Agency's sub-recipient until disposition takes place. The Agency or the Agency's sub-recipient shall be responsible for inventory tracking, maintenance and storage while in possession of such equipment and supplies.
- f) That regardless of who the Owner is, all equipment purchased with grant funds will be made available to all eligible regional partners per 44 CFR 13.32(c)(2). All reasonable requests must be met when sufficient notice is given and no reasonable conflict exists. Owners may not charge "rental" fees for equipment, but may seek reimbursement for normal expendables (not already covered by grant funds) such as fuel, vehicle damage, maintenance for wear and tear, etc., when appropriate.
- g) To comply with all property and equipment tracking and monitoring processes required by the grant, this Agreement, the City and the State. To treat all single items of equipment valued over \$5,000 as fixed assets and to provide the City with a list of such equipment on an annual basis, using PBEM's Equipment Inventory Report and completing and returning the report to PBEM on or before June 30th. **The list should include, but is not limited to, status, asset number, funding source, date of purchase, equipment description, serial number, and location where the equipment is housed or stored. Additionally, all equipment must have a sticker affixed that visibly states: "Purchased with funds provided by the U.S Department of Homeland Security."** All requirements for the tracking and monitoring of fixed assets are set forth in 2 CFR 200 Subparts A-D and 2 CFR 200.21. 2 CFR 200.21 compliance supplement on transfer and disposition reporting can be found on the Whitehouse website:
http://www.whitehouse.gov/sites/default/files/omb/assets/OMB/circulars/a133_compliance/2011/pt3.pdf
The Agency or the Agency's sub-recipient shall maintain and store all equipment and supplies, provided or purchased, in the manner that will keep it safe, prolong its useful life and be maintained in good working condition at all times.
- h) That any request or invoice it submits for reimbursement of costs will be consistent with the items identified in the approved grant budget documents.
- i) That it understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the State

and/or the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.

- j) That it will not deviate from the items listed in the approved grant budget documents without first securing written approval from the City.
- k) That all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- l) That all financial records, supporting documentation and all other records pertinent to this grant or agreements under this grant shall be retained by the Agency following termination, completion or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit, as established by Federal, State or City retention schedules (whichever is longer). Currently, the City of Portland's retention requirement for these documents is 10 years. A nonexclusive list of code and statutes commonly applicable to retention include:
 - i. City of Portland Retention Schedules, Section 4808
<http://www.portlandonline.com/auditor/index.cfm?c=27183&a=7949>
 - ii. OAR 166-200-0050(17)
 - iii. 2 CFR 200.333-337
- m) To obtain a copy of 2 CFR 200 Subparts A-D, and to apprise itself of all rules and regulations set forth.
- n) Not to supplant its local funds with federal funds but rather use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to fund programs within the UASI grant program guidelines.
- o) To comply with National Incident Management System (NIMS) objectives identified as requirements by the State and certify that the Agency and any sub-recipients of the Agency are registered with the State as being NIMS compliant.
- p) To comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.

- q) To comply with federal guidelines concerning exclusions for vendors or contractors by verifying that a vendor or contractor is not excluded from receiving federal funds prior to any expenditure made and record of verification is maintained. Currently, verification can be made at the System for Award Management site – www.sam.gov. A copy of this report must be submitted to the City, as part of the documents required for reimbursement requests.
- r) To timely comply with all reporting obligations required by the Grant's terms and the City.
- s) To provide the City with Performance and Program Reports, Financial Reimbursement Reports, Asset / Inventory Reports and Audit Reports when required by the City and in the form required by the City.
 - i. Performance reports are due to the City on a quarterly basis: April 15th, July 15th, October 15th, and January 15th during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.
 - ii. Asset / Inventory Reports are due to the City on an annual basis, on June 30th of each year.
 - iii. Results of the Agency's 2 CFR 200.21 report are due to the City fifteen (15) days after the Agency's receipt of the report, along with a corrective action plan (if applicable). Agencies expending \$750,000 or more in Federal awards during their fiscal year, are required to have an A-133 audit, as provided in OMB Circular A-133. A copy of 2 CFR 200.21 audit requirements can be found at http://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a133_compliance/2014/2014-compliance-supplement.pdf.
 - iv. Financial Reimbursement Reports are due no less frequently than quarterly during the term of the grant agreement. Late Financial Reimbursement Reports could result in the suspension and/or termination of the grant.
 - v. Per UASI Grant #15-170, Section 5b. Financial Reimbursement Reports, part ii, reimbursement for expenses will be withheld if Performance Reports are not submitted by the specified dates or are incomplete.
- t) To follow the travel expense and per diem guidelines as set forth by the U.S. General Services Administration (GSA) as well as the guidelines of the City and State. Per UASI Grant #15-170, Section 5b. Financial Reimbursement Reports, part iii, reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement

identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.

GSA per diem rates can be found on the GSA website:
<http://www.gsa.gov/portal/content/104877>

The City's guidelines can be found on the Office of the City Auditor's website:

BCP-FIN-6.13 Travel:
<http://www.portlandonline.com/auditor/index.cfm?c=34747&a=160271>

BCP-FIN-6.14 Non-travel Meals, Light Refreshments and Related Miscellaneous Expenses:
<http://www.portlandonline.com/auditor/index.cfm?&a=160283&c=34747>

- u) To develop a sub-recipient monitoring plan that shall be in compliance with the requirements set forth in the most recent versions of applicable CFR and OMB Circulars.
- v) To maintain a list of all sub-recipients of the Agency, and ensure that the entities on that list are in compliance with the terms of the Grant Agreement, including Attachment 1 and Exhibits A, B, C and D and Attachment 2. The list of sub-recipients shall be made available to the City by the Agency upon execution of this Intergovernmental Agreement, and the Agency shall immediately inform the City of any changes to the list. If the Agency's sub-recipient is a government entity, then the Agency must have an intergovernmental agreement in place with them and a copy of said agreement must be sent to the City.
- w) To comply with all applicable laws, regulations, program guidance and guidelines of the Federal Government, the State of Oregon, and OEM in the performance of this Agreement, including but not limited to those listed in UASI Grant #15-170, Exhibit B, Federal Requirements and Certifications, Exhibit C, Subagreement Insurance Requirements and Exhibit D, Standard Operating Procedure Urban Areas Security Initiative (UASI) Program Management Under the Regional Disaster Preparedness Organization (RDPO).

x) To comply with all of its obligations under this Agreement and any applicable, incorporated document or documents.

3. **Effective Date and Duration.** This Agreement shall be effective from the date both parties have signed and shall be terminated upon the end date of the agreement between the City and the State (UASI Grant #15-170), unless otherwise extended by the parties in writing or this IGA is terminated due to failure of one of the Parties to perform.
4. **Amendment.** This Agreement may be modified or amended only by the written agreement of both parties but must remain consistent with the requirements of the UASI program and the Agreement between the State and the City.
5. **Termination.** Either party may terminate this Agreement in the event the other fails to comply with its obligations under the Agreement. If the Agreement is terminated due to the Agency's failure or inability to comply with the provisions of the grants or the Agreement, the Agency will be liable to the City for the full cost of any equipment, materials, or services provided by the City to the Agency, and for any penalties imposed by the State or Federal Government. Each party will notify the other, in writing, of its intention to terminate this Agreement and the reasons therefore. The other party shall have fourteen days, or such other time as the parties may agree, from the date of the notice in which to correct or otherwise address the compliance failure which is the subject of the notice.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding that arises from or relates to this Agreement shall be brought and conducted exclusively within the Circuit Court of the state of Oregon for the county of Multnomah. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.
7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
8. **Survival.** The terms, conditions, representations and all warranties in this Agreement shall survive the termination or expiration of this Agreement.

9. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.

10. **Indemnification.**

a. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the Agency shall indemnify, defend and hold harmless the City, its commissioners, employees and agents from and against any and all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees arising out of or resulting from the acts of the Agency, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City shall indemnify, defend and hold harmless the Agency from and against all liability, loss and costs arising out of or resulting from the acts of the City, its officers, employees and agents in the performance of this agreement.

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

c. The Agency shall require its contractor(s) or subcontractor(s) to obtain insurance in amounts required by OEM, not to exceed OEM's limits of liability under the Oregon Tort Claims Act, and shall provide that the State of Oregon, OEM, the City and their officers, employees and members are named as Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

11. **Third Party Beneficiaries.** The City and the Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing

in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.

12. **Successors in Interest.** The terms of this Agreement shall be binding upon the successors and assigns of each party hereto.
13. **Entire Agreement.** The parties agree and acknowledge that this Agreement is a complete, integrated agreement that supersedes any prior understandings related to implementation of the FY 2015 UASI program grant (Grant #15-170) and that it is the entire agreement between them relative to that grant.
14. **Workers' Compensation.** Each party shall be responsible for providing worker's compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027). Neither party shall be required to provide or show proof of any other insurance coverage.
15. **Nondiscrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
16. **Human Trafficking (2 CFR Part 175).** The Agency, employees, contractors and sub-recipients under this Agreement and their respective employees may not:
 - o Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - o Procure a commercial sex act during the period of time the award is in effect; or
 - o Use forced labor in the performance of the subgrant or subgrants under the award.

The Agency must inform the City and OEM immediately of any information the Agency receives from any source alleging a violation of any of the above prohibitions in the terms of this IGA. OEM may terminate Grant #15-170, without penalty, for violation of these provisions. OEM's right to terminate Grant #15-170 unilaterally, without penalty, is in addition to all other remedies under Grant #15-170. The Agency must include these requirements in any subgrant made to public or private entities.

17. **Access to Records.** Each party shall maintain, and shall have access to the books, documents, papers and other records of the other party which are related to this agreement for the purpose of making audit, examination,

excerpts, and transcripts. Copies of applicable records shall be made available upon request. Access to records for Oregon Emergency Management (OEM), Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall not be limited to the required retention period but shall last as long as records are retained.

- 18. **Subcontracts and Assignment.** Notwithstanding any goods or services the Agency procures using UASI grant funds received under this IGA, neither party will subcontract or assign any part of this agreement without the prior written consent of the other party. Notwithstanding City approval of a subcontractor, the Agency shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Agency hereunder.

City of Portland

_____ Date _____

APPROVED AS TO FORM

Attorney Date _____

Clackamas County, Oregon

_____ Date _____

APPROVED AS TO FORM

Attorney Date _____

ATTACHMENT 1

OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
URBAN AREA SECURITY INITIATIVE GRANT
CFDA # 97.067
CITY OF PORTLAND
\$2,579,060
Grant No: 15-170

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

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2015** and ending, unless otherwise terminated or extended, on **May 31, 2018** (Expiration Date). No Grant Funds are available for expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

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

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

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

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$2,579,060** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2015 Urban Area Security Initiative (UASI) grant.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 2015 State Homeland Security Program.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

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

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the Urban Area Security Initiative guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at http://www.oregon.gov/OMD/OEM/Pages/plans_train/grant_info.aspx.
- b. **Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.

- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- c. **Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.

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

- a. **Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **NIMS Compliance.** By accepting FY 2015 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at http://www.oregon.gov/OMD/OEM/Pages/plans_train/NIMS.aspx#Oregon_NIMS_Requirements

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

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement

and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter "contractors"), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

- b. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.

c. **Audits.**

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

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

- a. **Subagreements.** Subrecipient may enter into agreements (hereafter "subagreements") for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for

contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

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

- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.
- a. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

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

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

10. Termination

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

11. GENERAL PROVISIONS

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against OEM or Subrecipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party

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

With respect to a Third Party Claim for which OEM is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), OEM shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subrecipient in such proportion as is appropriate to reflect the relative fault of OEM on the one hand and of Subrecipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OEM on the one hand and of Subrecipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OEM's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if OEM had sole liability in the proceeding.

With respect to a Third Party Claim for which Subrecipient is jointly liable with OEM (or would be if joined in the Third Party Claim), Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OEM in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of OEM on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subrecipient on the one hand and of OEM on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. **Responsibility for Grant Funds.** Any Subrecipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Subrecipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing (the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. **Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must

be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

- k. **Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW


CITY OF PORTLAND

By 

Name CHARLES HALET
(printed)

Date 2/24/2016

APPROVED AS TO LEGAL SUFFICIENCY
(If recipient is a Subrecipient)

By 
Subrecipient's Legal Counsel
CITY ATTORNEY

Date 1-29-16

Subrecipient Program Contact:

Carmen Merlo
Director
City of Portland
Portland Bureau of Emergency Management
9911 SE Bush St
Portland, OR 97266
503-823-2691
carmen.merlo@portlandoregon.gov

Subrecipient Fiscal Contact:

Keren Ceballos
Business Operations Supervisor
City of Portland
Portland Bureau of Emergency Management
9911 SE Bush St
Portland, OR 97266
503-823-4187
keren.ceballos@portlandoregon.gov

OEM

By 

Matthew T. Marheine
Operations and Preparedness Section Manager, OEM

Date 3/2/16

APPROVAL FOR LEGAL SUFFICIENCY

By Cynthia Hynes via email
Senior Assistant Attorney General

Date October 8, 2015

OEM Program Contact:

Sidra Metzger-Hines
Grants Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22251
sidra.metzgerhines@state.or.us

OEM Fiscal Contact:

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

Exhibit A

Grant No: 15-170

Subrecipient: City of Portland, Bureau of Emergency Management

I. Project Description

Project Title: FY15 Urban Area Security Initiative (UASI)

The Urban Area Security Initiative grant program is administered by the City of Portland Bureau of Emergency Management (PBEM) and run through the Regional Disaster Preparedness Organization (RDPO) which consists of member organizations from Multnomah, Washington, Clackamas, and Clatsop counties as well as Clark county, Washington. The RDPO Steering Committee selected five investment areas to focus the UASI funds on based upon the UASI and State THIRAs as well as member input. Investment Justifications are as follows:

- Collaborative Regional Planning and Organization
- Interoperable Communications and Situational Awareness
- Regional Incident Response and Recovery
- Community and Citizen Preparedness
- Intelligence and Information Sharing

Projects funded through approval of the RDPO working groups, program committee and steering committee will further regional readiness through focus in the investment justification areas.

II. Budget

CBRNE Incident Response Vehicle	\$ 80,000	
CBRNE Logistic Support Equipment	\$ 273,200	
Detection Equipment	\$ 8,500	
Information Technology	\$ 580,000	
Other Authorized Equipment	\$ 73,719	
Power Equipment	\$ 130,000	
Planning	\$ 991,426	
Training	\$ 303,215	
Exercise	\$ 19,000	
Administration	\$ 120,000	
Total		\$2,579,060

EXHIBIT B

Federal Requirements and Certifications

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

II. Specific Requirements and Certifications

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

may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons.

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

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

- F. **Procurement of Recovered Materials.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.
- G. **SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- H. **Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.
- I. **Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. **Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- K. **Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. **Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. **Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.

- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.
- R. Energy Policy and Conservation Act.** Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.
- S. Lobbying Prohibitions.** Subrecipient must comply with 31 USC §1352, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
- T. Terrorist Financing.** Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipients to ensure compliance with the EO and laws

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

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

ii. **COMMERCIAL GENERAL LIABILITY.**

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

Bodily Injury, Death and Property Damage:

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

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

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

Bodily Injury, Death and Property Damage:

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

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

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

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

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Exhibit D

Information required by 2 CFR 200.331(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): City of Portland
 - (ii) Sub-recipient's DUNS number: 054971197
 - (iii) Federal Award Identification Number (FAIN): BMW-2015-SS-00044-S01
 - (iv) Federal Award Date: August 13, 2015
 - (v) Sub-award Period of Performance Start and End Date: From October 1, 2015 to May 31, 2018
 - (vi) Amount of Federal Funds Obligated by this Agreement: \$2,579,060
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement: \$3,119,009
 - (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$2,731,227
 - (ix) Federal award project description: Urban Area Security Initiative plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities in the Portland regional area essential to achieving the National Preparedness Goal of a secure and resilient Nation.
 - (x) (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
(b) Name of Pass-through entity: Oregon Military Department, Office of Emergency Management
(c) Contact information for awarding official: Dave Stuckey, Director, PO Box 14370, Salem, OR 97309-5062
 - (xi) CFDA Number and Name: 97.067 Homeland Security Grant Program
Amount: \$6,837,000
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: 0%
2. Subrecipient's indirect cost rate: 0%

ATTACHMENT 2

Final: Approved at April 11, 2012 Steering Committee Meeting

Standard Operating Procedure Urban Areas Security Initiative (UASI) Program Management Under the Regional Disaster Preparedness Organization (RDPO)

The Portland Urban Area (PUA) includes the City of Portland, Clackamas, Columbia, Multnomah and Washington Counties in Oregon, and Clark County in Washington. The federal Urban Areas Security Initiative (UASI) was established in 2003 and awarded grant funds to the PUA to enhance the regional capability to prevent and reduce its vulnerability to a range of hazards.

The Regional Disaster Preparedness Organization (RDPO) serves as the Urban Area Working Group (UAWG), the governance structure to set direction and oversee implementation of the UASI Program in the PUA. The fiscal agent for the Portland UASI Program is the City of Portland and the assigned Point of Contact (POC) is the Director of the Portland Bureau of Emergency Management (PBEM).

These standard operating procedures govern the coordination, development and implementation of all UASI program initiatives.

I. Composition, Roles and Responsibilities

The RDPO/UAWG is comprised of six organizational components:

- Policy Committee (PC)
- Steering Committee (SC)
- Program Committee (PrC)
- Grants and Finance Committee (GFC)
- Working Groups (WG)
- Grant Administrator/Point of Contact (GA/POC)

A. Policy Committee (PC) — Composition includes 17 elected officials: one representative from each of the five counties, the City of Portland, Metro, and 10 Cities (two per county). The PC is responsible for:

- Endorsing and supporting the Portland Urban Area Homeland Security Strategy (PUAHSS) and priorities, as developed by the Steering Committee.
- Providing political leadership to develop and pursue regional disaster preparedness policies and future vision for the PUA influenced in part by the UASI grant program outcomes and experience (e.g., Program Review).
- Providing oversight to the UASI evaluation process to determine the effectiveness and impact of the UASI program in meeting its goals and objectives.
- Advising on issues brought forward by the Steering Committee.

B. The Steering Committee (SC) — Composition includes up to 18 executive level members: one representative from each of the five counties and the City of Portland, the Chair of the PrC, one representative each for law enforcement, fire/EMS, public

S:\RDPO\RDPO Governance & Organization\SOP\Program Management\UASI Prgm Mgmt in RDPO_SOP_Approved040212.doc

safety communications, and public health, two representatives for public works and up to five at-large representatives (private and non-profit sector representatives, as well as additional public sector representation). The SC is responsible for:

- Informing the PC on UASI grant matters.
- Reviewing, managing and updating the RDPO strategy and PUAHSS, as needed.
- Adopting and maintaining grant management policies and procedures.
- Providing the PrC with strategic direction (priorities) for project development and funding allocations.
- Giving final approval of grant applications.
- Ensuring grant funds are utilized strategically, efficiently and effectively (i.e., maximum program impact, sound utilization of resources).
- Approving reallocation and reprogramming requests that involve a major change of scope from the original project or an entirely new project of \$20,000 or more.
- Resolving grant issues forwarded by the PrC.

C. The Program Committee (PrC) — Composition includes the chairs of the WGs or their designees. The PrC is responsible for:

- Vetting project proposals from all WGs for applications and reprogramming processes.
- Determining the package of projects and initiatives to recommend to the SC for approval—i.e., inclusion in the UASI grant application (new funding cycle).
- Making decisions on funding allocations, reallocations and reprogramming requests greater than \$10,000.
- Implementing the RDPO strategy and PUAHSS.
- Providing progress reports to the SC.

D. Grants and Finance Committee (GFC) — Composition includes one representative each from the City of Portland's Office of Management and Finance, PBEM grants and finance and the Oregon State Administrative Agency (SAA), and two to three selected regional staff representatives. The GFC is responsible for:

- Ensuring that all proposals align with the RDPO strategy and the PUAHSS.
- Reviewing all project proposals for compliance with regional, state and federal program guidance.
- Reviewing all budgets for compliance with city, state and federal requirements.
- Providing financial expenditure reports, including grant burn rates, to the Program Committee, Steering Committee, et al. (Note: the GFC Chair will provide support on questions of a financial data or compliance nature.)
- Making decisions on funding allocations less than \$10,000.

E. Work Group (WG) — Composition includes representatives from all interested/participating jurisdictions/disciplines. Some WGs are discipline focused while others may be capability or project focused. The WGs are responsible for:

- Developing project proposals for recommendation to the PrC.
- Managing projects.
- Providing progress reports to the PrC and GFC.
- Implementing the RDPO strategy and PUAHSS.

- F. **Grant Administrator/Point of Contact (GA/POC)** — The UASI GA/POC represents the fiscal agent, the City of Portland, and is responsible for communication and coordination with the SAA, Oregon Emergency Management (OEM). The GA/POC does not have decision-making authority over the contents of grant applications, including which projects are contained within, but is responsible for ensuring grant compliance and sound fiduciary performance. Specifically, the GA/POC is responsible for:
 - Liaising between the RDPO and the SAA on all UASI matters, and submitting proposals and reports to the SAA.
 - Supporting the Grants and Finance Committee in the discharge of its duties.

II. Decision Making Process

- A. Decisions are made using a consensus model that assumes all members can and will support decisions made by the group.
- B. Before a committee/group decision is considered final, the chair of the committee/group tests consensus by asking if any member is unable to support the decision.
- C. If consensus cannot be reached, a vote occurs. Each member in attendance is entitled to one vote. WG co-chairs must select one person to represent their working group's vote on the PrC. (Additional details for each committee/group are available in their specific SOPs).
- D. The decision whether or not to vote on an issue is generally at the discretion of the chair. However, any member may request a vote.
- E. The results of the vote are documented in the notes from the meeting.
- F. In some situations, it may not be possible to hold a meeting to decide an issue. For example, a decision on a grant application may require a quick assessment to meet a deadline. In these cases, group members may be asked to vote by other means such as an online survey or email. When a vote is taken in this manner the chair shares the results of the vote – and how each member voted –with the committee/group members.

III. Funding Methodology

A. Background

1. UASI grant funds are awarded by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) on an annual basis.
2. The awards are made based on applications consisting of investment justifications (initiatives) submitted by the PUA. Each investment justification represents one or more related projects:
3. All projects must be supported by the Portland Urban Area Homeland Security Strategy (PUAHSS) and be consistent with the purpose and specific requirements of the UASI grant program.
4. All UASI grant sub-recipients are bound by contracts or intergovernmental agreements that require compliance with all grant terms and conditions.
5. Awarded grant funds are managed by the RDPO/UAWG consistent with investment justifications.

6. Grant funds may be reallocated or reprogrammed to other projects (new or existing), when appropriate, if the projects are consistent with the PUA's investment justifications, support the PUAHSS and are approved by the RDPO/UAWG and, when required, the State Administrative Agency (SAA).

B. Guiding Principles

1. All WGs and standing committees have equal access and opportunity to seek UASI grant funding.
2. All jurisdictions that seek funding through the UASI grant program must be National Incident Management System (NIMS) compliant.
3. Projects that provide multi-jurisdictional or multi-disciplinary benefit are given preference over single agency or single jurisdiction requests.
4. Whenever possible, projects should provide regional benefit by reducing risk, developing/supporting regional plans or developing/enhancing regional capabilities.
5. As the UASI administrative agency, all questions to state or federal government partners about the eligibility of grant-funded projects or items shall be coordinated by PBEM.
6. All projects are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review. No funds will be allocated to or expended on a project until the required EHP review has been completed and approved.

C. Allocation Process

1. Annual Grant Application and Award
 - a. Steering Committee
 - i. Develops priorities for the annual application (investment justifications) based on the grant guidance, the RDPO Strategy, the PUAHSS, and ongoing initiatives and projects.
 - ii. Develops the application timeline and assigns work to ensure completion of the application by the grant submission deadline.
 - iii. Reviews and approves the application (narrative and budget) prior to submission to the SAA and DHS/FEMA.
 - b. Program Committee
 - i. Vets all project proposals based on their benefit to the region, linkage to the PUAHSS and ability to be completed during the grant performance period.
 - ii. May develop proposals (including a narrative and budget) for projects that overlap multiple WGs or for which there is no responsible WG.
 - iii. Decides which projects and associated funding levels will be recommended to the SC for inclusion in the application.
 - iv. Works with the GFC and regional staff to draft investment justifications for submittal to the SC.

- v. Following the grant award, adjusts the budget if necessary and submits it to the SC and GFC for review and submission to the SAA.
- c. WGs/Standing Committees
 - i. Develop and prioritize committee or discipline-specific project proposals, including project descriptions and budgets.
 - ii. Work with other WGs/standing committees to develop capability-specific project proposals including project descriptions and budgets.
 - iii. Submit project proposals to the PrC for consideration.
 - iv. Following final grant award and budget approval by the SAA, develop more detailed budgets and submit them to the GFC for review and approval.
- d. UASI Regional Staff
 - i. Support the WGs/standing committees with development of project proposals.
 - ii. Work with the GFC to confirm the grant eligibility of project proposals before submittal to the PrC.
 - iii. Draft investment justifications consistent with PrC and SC tasking.
 - iv. Combine individual investment justification budgets into a draft overarching budget for the GFC to review.

D. Reallocation/Reprogramming Processes

1. Process for a funding reallocation request with no major change to the original project scope (funds added to an approved project or moved from one approved project to another approved project):
 - a. WGs identify budget shortfalls and overages and complete amendment forms to request administrative movement of funds from one budget line to another based on project requirements and activity.
 - b. The GFC acts on reallocation requests with no major change of scope under \$10,000. The GFC submits reallocation requests of \$10,000 or greater to the Program Committee for consideration.
 - c. The Program Committee takes action on reallocation requests of \$10,000 and above.
 - d. The GA/POC submits approved reallocation requests above \$10,000 to the SAA for approval.
2. Process for a funding reallocation requests with a major change to the original project scope (a request is made to use funding for a purpose other than originally approved or a new project is proposed outside of the regular reprogramming process):
 - a. WGs identify budget changes that are a result of a new project proposal or a change of scope to the originally approved project.

Final: Approved at April 11, 2012 Steering Committee Meeting

- b. The GFC vets the proposal to ensure the project is eligible and the budget is accurate. The GFC also reviews for compliance with city, state and federal requirements. The GFC submits allowable proposals to the PrC for review and approval.
 - c. The PrC takes action on reallocation requests below \$20,000 and submits requests above \$20,000 to the SC for review.
 - d. The Steering Committee notifies the GFC of approved/denied requests.
 - e. The GA/POC submits approved reallocation requests above \$10,000 to the SAA for approval.
3. Process for reprogramming grant funding (the reassignment of funds to a newly identified project consistent with the investment justification):
- a. PrC Chair calls for all WGs to submit reprogramming project proposals and detailed budgets.
 - b. The PrC reviews and acts on the reprogramming proposals and prioritizes approved proposals for funding. Regional staff provides support in the tracking of these projects and in completing and maintaining paperwork.
 - c. The GFC reviews all projects for eligibility and budgets for accuracy.
 - d. The PrC submits a summary report of the recommended proposals to the SC for review and approval.
 - e. The GA/POC submits reprogramming requests approved by the SC to the SAA for final approval.

Adopted: April 11, 2012

Approved: April 11, 2012



Steering Committee Chair



Date



Steering Committee Vice-Chair



Date



NANCY S. BUSH
DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT

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

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to Subrecipient Grant Agreement # 16-023
with Department of Forestry, North Cascades District for
Fire Prevention Coordination

Purpose/Outcomes	To provide fire prevention coordination in support of the Clackamas County Wildfire Protection Plan
Dollar Amount and Fiscal Impact	Amendment #1 adds \$220,873.69 to the contract maximum value bringing the contract total to \$322,450.83
Funding Source	Title III allocations from the U.S. Department of Agriculture and the U.S. Department of the Interior
Duration	Effective November 1, 2015 and terminates on September 30, 2017
Previous Board Action	The Board last reviewed and approved this agreement on December 10, 2015, Agenda item E.1.
Strategic Plan Alignment	Public Safety
Contact Person	Nancy Bush, Director, 503-742-8665
Contract No.	16-023

BACKGROUND:

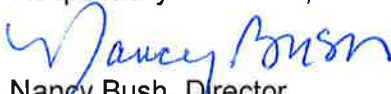
The Emergency Management Department requests the approval of Amendment #1 to Subrecipient Grant Agreement #16-023 with the Oregon Department of Forestry, North Cascades District for fire prevention coordination in support of the Clackamas County Wildfire Protection Plan.

This amendment adds \$220,873.69 to the contract maximum value bringing the contract total to \$322,450.83. The amendment is effective upon signature and extends the term of the agreement to September 30, 2017.

RECOMMENDATION:

Staff recommends the Board approve this agreement

Respectfully submitted,


Nancy Bush, Director
Emergency Management

Contract Amendment Emergency Management Department

Subrecipient Agreement Number: 16-023

Board Agenda Number E.1

and Date 12/10/2015

Amendment No. 1

Subrecipient: Oregon Department of Forestry – North Cascades District

Amendment Requested By: Nancy Bush, Director

Changes: Scope of Services Agreement Budget
 Contract Time Other _____

Justification for Amendment:

This agreement provides for fire prevention coordination and educational opportunities for homeowners in Clackamas County in support of Clackamas County Community Wildfire planning efforts and the development of Firewise communities in the wild land urban interface as identified in the Clackamas County Wildfire Protection Plan (CCWPP).

This amendment extends the agreement term to 9/30/2017, adds to the maximum compensation, and expands the scope of the project.

Maximum compensation is increased by \$220,873.69 to a revised value of \$322,450.83. This amendment is effective **upon signature** and continues through **September 30, 2017**.

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

Oregon Department of Forestry – North Cascades District

Subrecipient Agreement 16-023 – Amendment # 1

Page 2 of 12

AMEND:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the November 1, 2015 and shall expire on December 31, 2016, unless sooner terminated or extended pursuant to the terms hereof.

TO READ:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the November 1, 2015 and shall expire on **September 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.

Oregon Department of Forestry – North Cascades District

Subrecipient Agreement 16-023 – Amendment # 1

Page 3 of 12

AMEND:

2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to perform the Project in accordance with the terms and conditions of this Agreement.

TO READ:

2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives **#1 and Attached Exhibit G: Subrecipient Statement of Program Objectives #2.** SUBRECIPIENT agrees to perform the **Projects** in accordance with the terms and conditions of this Agreement.

Oregon Department of Forestry – North Cascades District

Subrecipient Agreement 16-023 – Amendment # 1

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AMEND:

3. **Grant Funds.** The COUNTY's funding for this Agreement is the Secure Rural Schools and Community Self Determination Grant (Catalogue of Federal Domestic Assistance [CFDA] #10.665) issued to the COUNTY by the State of Oregon Department of Administrative Services. The maximum, not to exceed, grant amount that the COUNTY will pay is \$101,577.14. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Request for Reimbursement. Failure to comply with the terms of this Agreement may result in withholding of payment.

TO READ:

3. **Grant Funds.** ~~The COUNTY's funding for this Agreement is the Secure Rural Schools and Community Self Determination Grant (Catalogue of Federal Domestic Assistance [CFDA] #10.665) issued to the COUNTY by the State of Oregon Department of Administrative Services.~~ The maximum, not to exceed, grant amount that the COUNTY will pay is **\$322,450.83**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Request for Reimbursement. Failure to comply with the terms of this Agreement may result in withholding of payment. ***The split between funding sources is outlined as follows:***
 - a. ***\$204,915.23 in grant funds in this Agreement are funded by the Secure Rural Schools and Community Self Determination Grant (Catalogue of Federal Domestic Assistance [CFDA] #10.665) issued to the COUNTY by the State of Oregon Department of Administrative Services and the U.S. Department of Agriculture; and***
 - b. ***\$15,957.77 in grant funds in this Agreement are funded by the Secure Rural Schools and Community Self Determination Grant (Catalogue of Federal Domestic Assistance [CFDA] #15.227) issued by the U.S. Department of the Interior.***

Oregon Department of Forestry – North Cascades District

Subrecipient Agreement 16-023 – Amendment # 1

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AMEND:

9.

- e) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.

TO READ:

9.

- e) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget **#1 & Exhibit H: Subrecipient Program Budget #2.** ***SUBRECIPIENT will track and account for program expenditures separately by each program budget within SUBRECIPIENT's financial system(s).*** SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.

Oregon Department of Forestry – North Cascades District

Subrecipient Agreement 16-023 – Amendment # 1

Page 6 of 12

ADD TO AGREEMENT:

12.

- m. Except as set forth herein, COUNTY and SUBRECIPIENT ratify the remainder of the Agreement and affirm that no other changes are made hereby.

Oregon Department of Forestry – North Cascades District

Subrecipient Agreement 16-023 – Amendment # 1

Page 7 of 12

AMEND:

EXHIBIT A: **STATEMENT OF PROGRAM OBJECTIVES #1**

PROJECT NAME: Firewise – Project #1	AGREEMENT #16-023
SUB-RECIPIENT: Oregon Department of Forestry	

Project Goals and Objectives

The Oregon Department of Forestry, Molalla Unit, will provide Firewise coordination and educational opportunities for homeowners in Clackamas County in support of Clackamas County Community Wildfire planning efforts and the development of Firewise communities in the wild land urban interface as identified in the Clackamas County Wildfire Protection Plan (CCWPP). The project continues the work outlined in the County Community Wildfire Protection Plan and companion efforts to develop Firewise communities in Clackamas County by adding fire mitigation assistance on State protected Bureau of Land Management lands and cooperative fuel reduction efforts with the United State Forest Service and local fire districts. The project will allow for the purchase of fire prevention education and mitigation materials and services to support ongoing efforts.

Project Accomplishments/Expected Outcomes

- Create two Firewise Communities in Clackamas County by the end of the program period.
- Conduct six community meetings to present the Firewise program to homeowners
- Accomplish community outreach on 300 forested home sites annually for defensible space and fuel reductions consistent with CWPP actions plans
- Firewise and CWPP themes will be presented at the Clackamas County Fair, Molalla Buckaroo Rodeo, and at various local community gatherings held each summer in Clackamas County

Monitoring and Reporting Plan to Measure Outcomes

Measurement of outcomes will be determined by ODF success in:

- Creating at least two active FireWise communities in the County.
- Conducting 300 forested home site outreaches during project period
- Conducting four presentations at community events during project period
- Holding six community meetings put on by district staff

A full-time ODF staff person will be assigned to monitor the effectiveness of ODF efforts and will provide a comprehensive project-end report within 90 days of the end of this agreement to evaluate accomplishments and objectives.

Oregon Department of Forestry – North Cascades District

Subrecipient Agreement 16-023 – Amendment # 1

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AMEND:

EXHIBIT B: **PROGRAM BUDGET #1**

PROJECT NAME: Firewise – Project #1	AGREEMENT #16-023
SUB-RECIPIENT: Oregon Department of Forestry	

Title III Firewise Grant Project #1				
End Date: 9/30/17				
Total money available: \$101,577.14				
Combined Budget Cat.	Budgeted Amt	Expended to Date	Budget Avail.	% expended to Date
A. Personnel	\$51,800.00			
B. Fringe Benefits	\$30,401.42			
C. Travel	\$10,000.00			
E. Supplies	\$9,375.72			
Total	\$101,577.14			

Oregon Department of Forestry – North Cascades District

Subrecipient Agreement 16-023 – Amendment # 1

Page 9 of 12

ADD TO AGREEMENT:

EXHIBIT G: STATEMENT OF PROGRAM OBJECTIVES #2

PROJECT NAME: Coffee Creek - Project #2	AGREEMENT #16-023
SUB-RECIPIENT: Oregon Department of Forestry	

Project Goals and Objectives

The Oregon Department of, Molalla Unit, will provide fuels reduction, fire prevention, and educational opportunities for homeowners in Clackamas County in support of the Clackamas County Community Wildfire planning efforts. The fuels reduction work to be done will be accomplished in coordination with the Oregon Department of Forestry and the Oregon Department of Corrections, Coffee Creek Correctional facility. This project will continue the work outlined in the Clackamas County Wildfire Protection Plan (CCWPP) by providing defensible space and fuels reduction/fire mitigation in the pre-identified wildland urban interface areas located throughout Clackamas County. In addition to private land, the project will provide fuels reduction and defensible space on ODF protected Bureau of Land Management land and land protected by the United States Forest Service in Clackamas County. The project will also update the current Clackamas County Wildfire Protection Plan (CCWPP). The project will allow for the purchase of fire prevention, education, and mitigation materials and services to support ongoing efforts.

Project Accomplishments/Expected Outcomes

Provide a 10 person inmate crew from Coffee Creek Correctional Facility to work 4 days a week to create defensible space and fuels reduction.

Create fuels reduction and defensible space for a minimum of 120 homes in the Wildland Urban Interface in Clackamas County.

Fuels reduction and defensible space themes will be presented at Clackamas County tree school, the Clackamas County fair, Molalla buckaroo, timber festival in Estacada, and at various local community gatherings held each year in Clackamas County.

Create fuels reduction and defensible space for 2 state or BLM parks/camp grounds in Clackamas County.

Develop brochures, flyers, and signage promoting defensible space and the CCWPP themes.

Monitoring and reporting Plan to Measure Outcomes

Measurement of outcomes will be determined by ODF success in:

Creating fuels reduction and defensible space around the first 200 feet of at least 120 homes in Clackamas County.

Creating fuels reduction for at least 2 state or BLM parks/camp grounds in Clackamas County.

Attending at least 5 community events held in Clackamas County.

Providing a map and before and after pictures of the fuels reduction areas that were accomplished.

One full time NRS2, one full time FICC, and one intern (mid-June to mid-September) will be assigned to monitor the effectiveness of ODF efforts and will provide a comprehensive project-end report within 90 days of this agreement to evaluate accomplishments and objectives.

Oregon Department of Forestry – North Cascades District

Subrecipient Agreement 16-023 – Amendment # 1

Page 10 of 12

AMEND:

EXHIBIT E

Project Name: Firewise Projects #1 & #2	Agreement #: 16-023
Federal Award #: none	Date of Submission: XX/XX/XX
Subrecipient: Oregon Department of Forestry	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

Final Financial Report

Report of Funds received, expended,
and reported as match (if applicable)
under this agreement

Total Federal Funds authorized on this agreement:	\$322,450.83
Year-to-Date Federal Funds requested for reimbursement on this agreement:	
Total Federal Funds received on this agreement:	
Total match reported on this agreement (if required):	N/A
Balance of unexpended Federal Funds (Line 1 minus Line 2):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

Subrecipient's Certifying Official's telephone: _____

Oregon Department of Forestry – North Cascades District

Subrecipient Agreement 16-023 – Amendment # 1

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ADD TO AGREEMENT:

EXHIBIT H: PROGRAM BUDGET #2

PROJECT NAME: Coffee Creek – Project #2	AGREEMENT #16-023
SUB-RECIPIENT: Oregon Department of Forestry	

Title III Grant Project #2				
End Date: 9/30/17				
Total money available: \$220,873.69				
Combined Budget Cat.	Budgeted Amt	Expended to Date	Budget Avail.	% expended to Date
A. Personnel Salaries/Wages				
1. NRS2	\$ 10,515.00			
2. FICC	\$ 32,076.00			
3. Student Worker	\$ 9,208.00			
B. Fringe Benefits	\$ 28,994.69			
C. Travel	\$ 4,080.00			
E. Supplies	\$ 38,000.00			
F. Contracted Services	\$ 98,000.00			
Total	\$220,873.69			

Oregon Department of Forestry – North Cascades District

Subrecipient Agreement 16-023 – Amendment # 1

Page 12 of 12

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

SUBRECIPIENT

By: _____
Steve Wilson, N. Cascades District Forester

Date

Recording Secretary

Dated

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

John Ludlow, Chair
Clackamas County Board of Commissioners

Date



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

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment No. 4 Intergovernmental Agreement
With Multnomah County for Assessment and Evaluation Beds**

Purpose/ Outcomes	This Amendment continues the purchase of assessment and evaluation beds Clackamas County purchases from Multnomah County
Dollar Amount and Fiscal Impact	This contract is funded by general fund (\$43,785) which was an allocation received from the 2015-16 Budget Committee as a Policy Level Funding; and revenue received from Title IVE funds (\$43,785)
Funding Source	General Fund and Title IVE Funds
Duration	Effective through June 30, 2017.
Previous Board Action	September 11, 2014 Agenda E.1.; October 1, 2015 Agenda D.2.; January 28, 2016 Agenda B.1.
Strategic Plan Alignment	Ensure safe, healthy, and secure communities. These beds provide stabilization for high risk youth that have failed previous placements or are exhibiting at risk behaviors in the community. This resource increases community safety by removing the youth from the community and providing assessment and evaluation that will aid in seeking more appropriate resources and services for the youth.
Contact Person	Christina L. McMahan, Director – Juvenile Department – 503-655-8342 ext. 3171
Contract No.	N/A

BACKGROUND:

Attached is Amendment No. 4 to the Intergovernmental Agreement between Clackamas and Multnomah County to provide assessment and evaluation (A&E) beds for youth at the Multnomah County A&E Program. This IGA was originally approved in September 2014, increased in 2015 and is currently being requested to be renewed.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Amendment No. 4 Intergovernmental Agreement.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

For more information on this issue or copies of attachments
contact Crystal Wright, ext 7112

Intergovernmental Agreement
Clackamas ESD/ Clackamas County Juvenile Department
Youth Workforce Innovation and Opportunity Act (WIOA) Services

THIS AGREEMENT, made and entered into this 1st day of July, 2016, by and between the CLACKAMAS EDUCATION SERVICE DISTRICT, hereinafter referred to as "CESD," and Clackamas County Juvenile Department hereinafter referred to as the "Partner Program." As used in this Agreement, CESD is defined as the agency whose responsibility is the planning, coordination, and support of comprehensive workforce development services for WIOA eligible youth in Clackamas County, under the Workforce Innovation and Opportunity Act (WIOA). The Partner Program is defined as the setting in which the workforce development services are implemented and delivered.

WHEREAS, both parties deem it advantageous to provide a workforce development program for youth who may be identified as at-risk or experiencing barriers to education and/or employment, and who can be most appropriately served in a Partner Program setting. The parties agree to meet the Federal Workforce Innovation and Opportunity Act (WIOA) requirements and Performance Standards, CESD and the C-TEC Youth Services program requirements.

The Partner Program will receive a total of \$43,000 to provide the outlined services for a consistent case load size of 38 youth. Case load size includes both active and follow-up youth. As youth fully exit services, Partner Program has 90 days to enroll a new participant. The case load will reflect at least 80% Out-of-School Youth at all times.

I. CESD shall be responsible for the following:

A. Program Coordination

1. Ensure that C-TEC Youth Services meet all WIOA requirements.
2. Align program services with the Region 15 workforce development system.
3. Assist in the development of education, training, and employment opportunities for enrolled youth if not readily available in the community.
4. Work collaboratively with community organizations to provide opportunities for youth participants.
5. Provide regular Partner Program meetings for coordination of services and training.

B. Training

1. Provide training and technical support for Partner Program staff regarding C-TEC Youth Services (WIOA) requirements, processes, and procedures.
2. Provide the C-TEC Youth Services Handbook, program forms, and materials that meet program requirements.

C. Partner Support

1. Partner Support Specialist to provide technical support including services, requirements and documentation.
2. Verify that the youth eligibility policy of WIOA is followed.
3. Input application and registration materials into i-Trac Information Management System (State data management system).
4. Monitor records and services at least two (2) times annually to support the success of the Partner Program.
5. Provide written monitoring results to the Partner Program, and as applicable, suggestions for improvement.
6. Provide quarterly performance reports for the C-TEC Youth Services program, and each Partner Program.

D. Invoices and Payments

1. Provide an invoice template to use for monthly invoicing.
2. Issue payments within 30 days of receiving invoices.

II. The Partner Program shall be responsible for the following:

A. Staffing

1. Identify one grant administrator, as well as one direct service staff to act as the liaisons to CESD.
2. Employ staff that have demonstrated success in working with at-risk youth populations and are familiar with education and employment services. Include CESD in the interview and selection process to identify mutually agreed upon staff to work under this agreement.
3. Ensure that staff performs duties solely for the benefit of WIOA eligible youth when employed under WIOA funding.

B. Outreach, Recruitment, Eligibility Determination, and Enrollment of Youth

1. Establish methods for outreach, recruitment, and referrals within your community.
2. Screen youth for eligibility, and advise youth on how to obtain required eligibility documents.
3. Conduct CASAS math and reading assessments for Out-of-School youth.
4. Provide eligibility and enrollment documents to CESD for verification of eligibility and data entry.

5. Maintain a consistent case load size of 38 youth. Case load size includes both active and follow-up youth. As youth fully exit services, Partner Program has 90 days to enroll a new participant.
6. At least 60% of the case load or 23 participants must be in active status.
7. Provide participants a copy of the C-TEC Youth Services *Applicant's Rights and Responsibilities* form at the time of eligibility determination. The *Applicant's Rights and Responsibilities* form and the C-TEC Youth Services Handbook outline the procedure for filing a grievance. Partner Program staff shall be familiar with and act in accordance with the procedures.

C. Youth Services

1. Ensure that the 14 WIOA required program elements are available to enrolled participants: adult mentoring of 12 months or more; alternative secondary school offerings or dropout recovery services; comprehensive guidance and counseling including drug and alcohol abuse counseling; supportive services; tutoring, study skills training, and dropout prevention; paid and unpaid work experiences; occupational skills training; education offered concurrently with and in the same context as workforce preparation activities; financial literacy education; entrepreneurial skills training; services that provide labor market and employment information; activities that help youth prepare for transitions to post-secondary education and training; leadership development opportunities; and follow-up services. See C-TEC Youth Services Handbook for complete definitions.
2. Develop Individual Service Plans (ISPs) with each youth, and update at least quarterly or more frequently as needed
3. Conduct objective assessments with youth to determine appropriate services.
4. Conduct CASAS assessments a minimum of every 5 months for Out-of-School youth that are basic skills deficient.
5. Provide a minimum of one (1) WIOA service to each youth, every 30 days while in active service, with more frequent contact/services as appropriate. Youth participants in active status that do not receive any service for 90 days must be moved to follow-up services status.
6. Provide a minimum of one (1) WIOA service to each youth, every 30 days while in follow-up services status and more frequent contact and services as appropriate.
7. Spend at least 10% of WIOA funded staff time on work experience related activities, such as: helping participants prepare for internships, job shadows, and pre-apprenticeship programs; assisting participants to access career exploration opportunities; promoting work experience and career exploration.
8. Assist youth in working to achieve their education and employment goals, as documented in the ISP.
9. Provide information to all enrolled participants of C-TEC sponsored activities, and assist youth to participate. This includes referring youth through the designated process, and assisting with transportation, childcare, or removal of other barriers that may deter participation.
10. Use the i-Trac Management Information System (internet based tool) to document youth goals, progress, and case notes, with updates made within 5 days of activity. Maintain a hard copy and electronic case file for each participant detailing the service history, in active and follow-up services. Detail shall identify each participant activity by major WIOA component, document receipt of a service or partner service every 90 days or closure of the file. Additionally, information must be maintained in sufficient detail to support the expenditure of funds per program requirements.
11. Assist all youth to work towards obtaining the National Career Readiness Certificate (NCRC), with a goal of at least 25% of youth achieving this certification.
12. Provide a method for staff to make allowable support service purchases to meet youth needs in a timely manner. This may include emergent needs, or purchases that require a credit card, cash, or check.
13. Be knowledgeable of community resources and assist youth to access resources and navigate systems to meet their needs.
14. Follow program policies and procedures as outlined in the C-TEC Youth Services Handbook.

D. Performance Measures

1. Meet performance standards at the benchmark level each program year and not below 80% of benchmark to be considered for renewed funding for the subsequent year. Until WIOA performance levels have been established with the State of Oregon, Partner Program will be held accountable to the WIA levels of performance noted below.
2. Placement in Employment/Education (72%): of those youth who are not in post-secondary education or

employment at the date of enrollment, the percentage of participants who are in employment or post-secondary education in the first quarter after the exit quarter.

3. **Attainment of a Degree or Certificate (75%):** of youth participating in education at any time during enrollment, the percentage of participants who attain a diploma, GED, or certificate by the end of the third quarter after the exit quarter.
4. **Literacy and Numeracy Gains (53%):** of the Out-of-School youth who are basic skills deficient, the percentage of participants that increase one (1) or more educational functioning levels each year until they exit or are no longer basic skills deficient.

E. C-TEC Youth Services Team Meetings

1. Require direct service staff to participate in C-TEC Youth Services Team meetings on a regular basis.
2. Grant administrator to participate in annual C-TEC Youth Services Partner Coordination meeting.

III. Liability and Insurance Coverage Required:

The Partner Program shall provide insurance coverage at its own expense for the required level of insurance as specified in this section. All insurance carried by the Partner Program must be primary to and non-contributory with any insurance, including any self-insurance. Partner Program shall be financially responsible for all deductibles or self-insured retention contained within the insurance. Partner Program agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. There shall be no cancellation, material change, or reduction of limits without thirty (30) days advance written notice from the Partner Program to CESD. If the insurance is canceled or terminated prior to completion of the Agreement, Partner Program shall purchase new policy and provide a certificate of insurance evidencing coverage and limits equal to or greater than the required level of insurance as defined in this section. In the event the Partner Program fails to keep in effect at all times the specified insurance coverage, CESD may terminate this Agreement, subject to the provisions of this Agreement. It is agreed to the extent permitted by law that Clackamas County's self-insurance shall meet the obligations set forth under this Agreement, Section III.

A. General Liability Insurance

Partner Program must carry a Commercial General Liability insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury, which protects the Awarding Agency, Pass-Through Entity (if applicable), CESD, Workforce Investment Council of Clackamas County, Clackamas County and each of their respective officers, agents, and employees from claims for damages arising in whole or in part out of Partner Program's performance under this Agreement. The general liability insurance shall provide contractual liability coverage for the indemnity required under this contract.

- B. Motor Vehicle Liability Insurance** Partner Program must carry Automobile Liability insurance with a combined single limit of not less than \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Partner Program's vehicles, whether owned, hired, or non-owned, which includes coverage for CESD and their respective officers, agents, and employees.

- C. Professional Liability Errors and Omissions Insurance** Partner Program shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate.

- D. Workers' Compensation Insurance** The Partner Program must carry Workers' Compensation Insurance in compliance with ORS 656 covering all its employees as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000. If the Partner Program pays wages directly to C-TEC Youth Service's trainees under this Agreement, the Partner Program must also carry Workers' Compensation Insurance in compliance with ORS 656 covering any and all such trainees. No Workers' Compensation Insurance has been or will be obtained by CESD for the Partner Program or for the Partner Program's employees and subcontractors.

- E. Bonding** The Partner Program shall carry an Employee Fidelity Bond on every officer, director, agent, or employee authorized to receive or deposit funds under this contract or issue financial documents, checks, or other instruments of payment of program costs. Bond shall be in the amount of at least \$100,000. The bond shall be effective prior to any Contract payment and for at least twelve (12) months after this Agreement terminates.

- F. Property and Equipment** All property and equipment purchased by Partner Program with funds received under this Agreement, or purchased on behalf of Partner Program for the program site(s) covered under this Agreement,

- shall be insured by Partner Program at replacement value against fire, theft, and destruction equal to the full replacement cost.
- G. **Certificates of Insurance** As evidence of the insurance coverage required by this Agreement, the Partner Program shall furnish acceptable insurance certificates to CESD at the time, or prior to the time, Partner Program executes this Agreement. Partner Program shall name CESD, Workforce Investment Council of Clackamas County, Clackamas County and each of their respective officers, agents, and employees as additional insured with respect to the Partner Program's services to be provided under this Agreement. Insuring companies or entities are subject to CESD acceptance. If requested, complete copies of the insurance policy shall be provided to CESD.
 - H. **Subcontractor Insurance** Partner Program shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Partner Program under this agreement, unless this requirement is expressly modified or waived by CESD in writing.
 - I. **Sexual/Physical Abuse/Molestation Insurance** Partner Program must carry a Sexual or Physical Abuse or Molestation Liability insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$1,000,000 in the aggregate, which protects the Awarding Agency, Pass-Through Entity (if applicable), CESD, Workforce Investment Council of Clackamas County, and each of their respective officers, agents, and employees from claims for damages arising in whole or in part out of Partner Program's performance under this Agreement.
 - J. To the extent permitted by the Oregon Constitution, Article XI, Sections 7 and 10, and to the extent permitted by the Oregon Tort Claims Act or provided for in private insurance contracts, Partner Program agrees to indemnify, defend, and hold CESD or Workforce Investment Council of Clackamas County, harmless from all damages, losses, and expenses including (but not limited to) attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the other party's negligence in the performance of or failure to perform under this contract. Either party to this contract shall not be required to indemnify or defend the other party for any liability arising out of wrongful acts of its own officers, employees, or agents. (Indemnity Clause PL 105-220 Sec. 184; 20 CFR Subpart G.)
 - K. **Additional Insured Clause:** The liability insurance coverage required for the performance of this Agreement shall be endorsed to name Clackamas Education Service District as additional insured with respect to the activities performed under this Agreement.
 - L. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Partner Program's responsibility for payment of damages resulting from Partner Program's operation under this contract.

IV. Payments, Invoices and Program Costs

- A. The monthly invoice submitted by the Program Partner will be paid within 30 days of receipt. These funds may only be expended between July 1, 2015 and June 30, 2016. An invoice spreadsheet will be provided to the Partner Program. The Partner Program will submit the invoice to the C-TEC Coordinator, by the 8th of each month for the prior month's expenses. The Partner Program may add accruals to their invoice of actual and allocable costs incurred, but not yet paid.
- B. Funding paid to the Partner Program is acquired through the WIOA grant. Therefore, all money must be used in the implementation of the grant, for WIOA eligible youth. This includes, but is not limited to staff pay, materials and supplies, support services, transportation, and expenses derived from implementing WIOA youth services.
- C. At least 5% of the funds must be budgeted for youth support services, to eliminate financial barriers experienced by participants. Support service costs may only be used when no other resources are available, and must follow the guidance provided in the C-TEC Youth Services Handbook.
- D. All funding is based on cost reimbursement. Only allocable and allowable costs paid out by the Partner Program, which are based on benefits received and associated with the activities and services described, will be reimbursed.
- E. Any act or omission by Partner Program which results in repayment of funds to the funding source will be the responsibility of Partner Program. Partner Program agrees to repay such funds.
- F. In the event the program generates any program income, the Partner Program shall report to CESD, the program income as a separate line item, by cost category, on the month following accrual. Program income is defined as "income received by the recipient or sub recipient directly generated by a grant or sub grant supported activity, or earned only as a result of the grant or sub grant". Such income is to be applied against the costs of the project.
- G. Unless otherwise specified, ownership and title of all non-expendable personal property and equipment purchased with WIOA funds is vested in the U.S. Department of Labor and/or State of Oregon. The CESD may take possession of all such equipment and property at any time during or upon termination of this Agreement. All such

property purchased under this Agreement shall be returned to the CESD within thirty (30) days after the Agreement has terminated.

- H. Any funds provided under this Agreement that remain unused at the end of the fiscal year or at Agreement end are not be obligated under this contract and will be returned to the CESD.
- I. Partner Program must comply with the standards in the most recent versions of appropriate Uniform Administrative Requirements and CESD policies and procedures.

V. Records Control

- A. The Partner Program will **establish, maintain, and safeguard all participant files, records, project records, and documents**. The Partner Program will ensure confidentiality of participant information as provided in State law and administrative rules. Records must be sufficient to justify all payments claimed and paid under this contract, and be compliance with C-TEC Youth Services Program Handbook. Federal record retention requirements applicable to this agreement are found at 2 CFR 200.333-337. The Program Partner shall retain all financial and other required records and supporting documents according to these requirements.
- B. **Social Security Number Use** Partner Program will not print a participant's full Social Security Number (SSN) on any document that will be sent through the mail (U.S. or electronic) without a written request from the person whose SSN will be printed on the document, except as required by law. Partner Program will use only the I-Trac Customer ID, the Jobseeker ID, or the last 4 digits of a SSN on documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, Partner Program will take steps to protect the document from unauthorized disclosure. Partner Program will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by State or Federal law. Partner Program may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No Partner Program will publicly post or display a document containing a full SSN.
- C. **Data and Record Security** Partner Program must develop, implement and maintain reasonable safeguards to protect the security and confidentiality of participant personal information. Employees of Partner Program with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, CDs or other media which contains personal information. Partner Program must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. Partner Program will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.
- D. **Limitation of Public Access to Records** If disclosure of trainee records is requested by the public, current confidentiality or non-disclosure standards in ORS 192 and OAR 589-020-0330, pertaining to records of participants, shall apply. Personal information may be made available to other service providers on a selective basis consistent with the participant's signed "**Release of Information**" form. Trade secrets, or commercial or financial information, that is obtained from a person and privileged or confidential shall not be available to the public.
- E. **Breach Notification** Any Partner Program who becomes aware of any **potential breach of a document or electronic file** containing participant personal information will immediately notify CWP. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.
- F. In the event the **Partner Program is unable to keep their records**, the Partner Program will notify the CESD who will take custody and be responsible for the maintenance and retention of the records.
- G. The Partner Program shall provide to the CESD upon request, sufficient staff time necessary to aid in the performance of contract related (a) project research, (b) project evaluation, (c) project monitoring, and (d) completion of project fiscal review and audits.
- H. **Disposal of Records** No records addressed in this Agreement will be disposed of without instruction from or approval of CESD. CESD will provide instructions and timelines for disposing of records.

VI. Responsibility for WIOA Cost Reduction/Coordination with Other Funding Sources

- A. For activities funded under this Agreement, the CONTRACTOR shall identify training costs supported by other Federal, State, or local programs in order to ensure that these federal funds are in addition to funds otherwise available

VII. Communications

- A. **Funding Acknowledgement** Whenever written, magnetic media, electronic, or verbal information related to the services provided pursuant to this Agreement is distributed to the media or directly to the general public, another agency or governmental audience, whether such information is solicited or unsolicited, the Partner Program shall acknowledge and name the Workforce Investment Council of Clackamas County (WICCO) and CESD as the sponsoring agencies for the services provided through this Agreement.
- B. All advertisements or recruitment materials must receive prior approval from C-TEC Youth Services and contain the following language: "An Equal Opportunity Employer/Program" and "auxiliary aids and services are available upon request to individuals with disabilities" in English and Spanish.
- C. **Patents and Copyrights** Partner Program must comply with the standards in 2 CFR Part 200 for the development, licensing, distribution, and use of product(s) and materials developed with this contract.

VIII. Nondiscrimination and Equal Opportunity Provisions

- A. The Partner Program assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act (WIOA), all Federal, State, and local laws, regulations, executive orders, and ordinances regarding nondiscrimination and equal opportunity provisions including the Nontraditional Employment for Women Act of 1991; Title VI and VII of the Civil Rights Act of 1964, as amended; section 503 and 504 of the Rehabilitation Act of 1973, as amended; Americans with Disabilities Act of 1990, as amended; Section 188 of the Workforce Investment Act; the Age Discrimination in Employment Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; Drug Abuse Office and Treatment Act of 1972, as amended; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended; Sections 523 and 527 of the Public Health Service Act of 1912, as amended; Health Insurance Portability and Accountability Act of 1996 (HIPPA) (42U.S.C. §§1320d et seq.); Title VIII of the Civil Rights Act of 1968, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR, Part 33 and 37. The United States has the right to seek judicial enforcement of this assurance. Partner Program will not exclude from participation, discriminate against, nor deny employment or services to any person including participant on the grounds of race, color, religion, sex, national origin, marital status, youth offender, age (except as provided by WIOA regulations), disability, citizenship, sexual orientation or perceived sexual orientation, gender identity, political affiliation or belief, or association with any person with, or perceived to have one or more of the above named characteristics, and for beneficiaries only, citizenship or participation in the program funded under this Agreement.
- B. Partner Program expressly agrees to comply with the Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60. Further, the Partner Program shall include brief wording in each orientation of potential applicants to describe the Equal Opportunity and Affirmative Action position of this Contract and the method of filing a complaint in regard to such. Partner Program will ensure that the language "equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities" appear in publications, broadcasts and other communications as outlined in the applicable Uniform Administrative Requirements. Where such materials indicate the Partner Program may be reached by telephone, the materials must state the telephone number of the TDD/TTY or relay service used by the CONTRACTOR, as required.

IX. Compliance

- A. **Compliance with Applicable Law** the Partner Program will comply with the Workforce Innovation and Opportunity Act (WIOA) as amended and all subsequent amendments thereto and all implementing regulations.
- B. The Partner Program agrees to comply with all applicable Oregon State and Clackamas County laws, rules and regulations, as well as State, Workforce Investment Council of Clackamas County policies, and CESD procedures, and regulations.
- C. **Veteran's Priority Provisions** Partner Program agrees to comply with Veteran's Priority Provisions. The Jobs for Veterans Act (Public Law 107-288) requires grantees to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program

directly funded, in whole or in part, by DOL. The regulations implementing the priority of service can be found at 20 CFR 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL 10-09 is available at <http://wdr.doleta.gov/directives>.

- D. **Limitations on Union or Anti-Union, Sectarian, Religious, Political or Lobbying Activities** No funds under this agreement shall be used in any way to assist, promote or deter union activities. No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement. No trainee may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage. These funds may not be spent on the employment or training of participants in sectarian activities which include religious activities, political activities, and/or lobbying. The Partner Program agrees that the participants shall not be employed on the construction, operation or maintenance of any facility or portion of any facility which is used or may be used for sectarian instruction or as a place of religious worship.
- E. **Maintenance of Effort** No currently employed worker shall be displaced by any trainee, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No program shall impair existing contracts for services or collective bargaining agreements. No program which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned. No trainee shall be employed, or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a trainee whose wages are subsidized under this Contract.
- F. **Fraud Notification Requirements** Partner Program must comply with WICCO's requirement that all suspected incidents of fraud, abuse, or other criminal activity must be immediately reported on the same business day as the complaint was made or the incident discovered. Program Partner will conform to WICCO's established policies and procedures for reporting and resolution.
- G. This Agreement, its Exhibits, Attachments, Endorsements, Changes, or References incorporated is authorized under the federal Workforce Innovation and Opportunity Act. The Partner Program understands and agrees that modifications to this agreement will be necessary throughout the Agreement period as federal, state or local laws, rules, regulations or local ordinances necessitate change under this implementation. The Partner Program is notified that such changes shall be bilaterally agreed upon or unilateral, as necessary (Public Law 105-220.)
- H. **Additionally the following special terms apply to this Agreement:**
- (i) **Nepotism.** No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.
 - (ii) **Code of Conduct** Partner Program shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award, or administration of a contract or contract supported by these funds if a real or apparent conflict of interest as defined by ORS Chapter 244 would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family (see Section 23 Nepotism) or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.
The officers, employees, and agents of the Partner Program shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, Partner Program may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Partner Program. No officer, employee or agent, any member of his or her immediate family, or an organization which employs or is about to employ any of the parties indicated herein, shall financially benefit from the activities of any program participant or applicant.
 - (iii) **Governing Law, Venue, Consent to Jurisdiction** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. If any term or

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

Any claim, action, suit or proceeding (collectively, "Claim") between CWP and CONTRACTOR that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, by execution of this Contract, hereby consents to the jurisdiction of said courts.

- (iv) **Prohibited activities:** WIOA funds must not be spent on: (1) The wages of incumbent employees during their training if funded by WIOA; (2) Public service employment, except to provide disaster relief employment, as specifically authorized in WIOA and under a special Federal disaster relief assistance grant; (3) Expenses prohibited under any other Federal, State or local law or regulation, including foreign travel. (4) Drug testing except to facilitate the hiring process. (5) General economic development and related employment generating activities (6) Investment in revolving loan funds. (7) Investment in contract bidding Resource Centers. (8) Capitalization of businesses. (9) Business relocation services (10) Construction, purchase, and renovation of real property. (11) Employment or training of participants in sectarian activities.
- (v) **Employee displacement prohibitions** (a) A participant in a program or activity authorized under title I of WIOA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee. (b) A program or activity authorized under title I of WIOA must not impair existing contracts for services or collective bargaining agreements. When a program or activity would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins. (c) A participant in a program or activity may not be employed in or assigned to a job if: (1) Any other individual is on layoff from the same or any substantially equivalent job; (2) The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIOA participant; or (3) The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers. Partner Program certifies that this Agreement does not violate any collective bargaining agreements to which it is a party.
- (vi) WIOA funds shall only be used for activities that are in addition to those that would otherwise be available in the local area in the absence of such funds.
- (vii) **Charging of Fees to Participants** No person or organization may charge a fee to any individual for referral to or placement in training or employment programs

X. Certification Regarding Lobbying 31 U.S.C. Sec. 1352

- A. The Partner Program certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Partner Program, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement or any other award covered by 31 U.S.C. Sec. 1352.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Partner Program shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Partner Program require that the language of this Certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XI. Assurances

- A. The Partner Program through its duly authorized representative, hereby assures and certifies that throughout the period of the grant /Agreement award and at all times while this Agreement is in effect, it comply with (as they may be amended from time to time), all applicable federal, state and local laws, regulations, ordinances, executive orders, administrative rules and directives, including without limitation: the Title IB of the Workforce Innovation and Opportunity Act of 1998 (PL 105-220 29 USC Sec 2801 et seq) and corresponding WIOA Regulations (20 CFR 660.300) OMB Circulars A-87 and A-133; all regulations and administrative rules established pursuant to the foregoing, all applicable Oregon Revised Statutes; and all applicable Oregon Administrative Rules.
- B. By signing this agreement, the authorized representative assures and certifies that it:
1. **Financial Capability** Has the legal authority to apply for and receive funds, including federal and state funds, under the grants and programs covered by this Agreement, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the projects, grants and programs covered by this Agreement.
 2. **Generally Accepted Accounting System** Will establish a proper accounting system in accordance with Generally Accepted Accounting Principles (GAAP) and CWP policies and procedures.
 3. Will give WICCO, the Awarding Agency, and Pass-Through Entity (if applicable), the Governor (if applicable) and their duly authorized representatives; appropriate governmental authorities involved in the administration of these funds to extent necessary for its proper administration, authority to audit, examine, and make excerpts or transcripts from its books of accounts, correspondence, papers, records, files, forms, or other documents of the Partner Program including all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement which are necessary to evaluate whether the funds have been spent lawfully, and to determine compliance with all applicable rules and regulations, and the provisions of this Agreement, including the proper allocation of costs to this Agreement. Authorized representatives could include but are not limited to the Director - Office of Civil Rights, the Comptroller General of the United States and the Inspector General.
 4. Will not permit any person or entity to receive grant or program funds if the person or entity is listed on the non-procurement portion of the General Service Administration's list of parties excluded from federal procurement or non-procurement programs in accordance with Executive Order No. 12,549 and Executive Order No. 12,689 of the President of the United States.
 5. **Conflict of Interest** Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Every reasonable course of action shall be taken by the Partner Program in order to maintain the integrity of this expenditure of CESD's funds and to avoid any favoritism or questionable or improper conduct.
 6. **Complete the Work** Shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
 7. **Political Activities** Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds. In addition, the Partner Program agrees to comply with, where applicable, Public Law 101-121, which prohibits influencing Federal financial transactions. Partner Program shall not use funds provided under this Contract for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses of any Partner Program staff or agent, related to any activity designed to influence legislation or appropriations pending before the Congress.
 8. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub-agreements.
 9. **Debarment and Suspension** As required by Executive Orders 12549 and 12689 and 2 CFR.200.212 regarding Debarment and Suspension, the CONTRACTOR certifies to the best of its knowledge and belief, that neither it nor its principals:

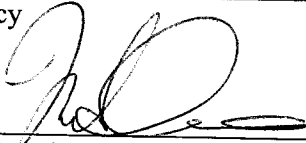
- 1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - 2) Have within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and,
 - 4) Have within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
10. **Discrimination** Will comply with all Federal, state and local laws, regulations, executive orders and ordinances regarding nondiscrimination and equal opportunity provisions applicable to this Agreement.
11. **Audits** Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations.”

This Agreement shall continue in effect until June 30, 2017, unless cancelled by one of the parties giving thirty (30) days written notice of intent to cancel to the other. Notice of cancellation shall be sent to the contact person described herein. This intergovernmental agreement may be amended if mutually agreed upon, in writing, by both parties.

IN WITNESS THEREOF, the parties have duly executed this agreement as of the date written above.

CLACKAMAS EDUCATION SERVICE DISTRICT

Agency



Milt Dennison, Superintendent

Date: 6/22/16

Clackamas County Juvenile Department

Partner Program

BOARD OF COUNTY COMMISSIONERS

BY: _____

John Ludlow, Chair

Mary Raethke, Recording Clerk

Date: _____

APPROVED AS TO FORM:

/s/ Jeffrey Murns, County Counsel
June 21, 2016



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

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment No. 4 to the Intergovernmental Agreement
with Multnomah County for Assessment and Evaluation Beds**

Purpose/ Outcomes	This Amendment continues the purchase of assessment and evaluation beds Clackamas County purchases from Multnomah County
Dollar Amount and Fiscal Impact	This contract is funded by general fund (\$43,785) which was an allocation received from the 2015-16 Budget Committee as a Policy Level Funding; and revenue received from Title IVE funds (\$43,785)
Funding Source	General Fund and Title IVE Funds
Duration	Effective through June 30, 2017.
Previous Board Action	September 11, 2014 Agenda E.1.; October 1, 2015 Agenda D.2.; January 28, 2016 Agenda B.1.
Strategic Plan Alignment	Ensure safe, healthy, and secure communities. These beds provide stabilization for high risk youth that have failed previous placements or are exhibiting at risk behaviors in the community. This resource increases community safety by removing the youth from the community and providing assessment and evaluation that will aid in seeking more appropriate resources and services for the youth.
Contact Person	Christina L. McMahan, Director – Juvenile Dept. – 503-655-8342 ext. 3171

BACKGROUND:

Attached is Amendment No. 4 to the Intergovernmental Agreement between Clackamas and Multnomah County to provide assessment and evaluation (A&E) beds for youth at the Multnomah County A&E Program. This IGA was originally approved in September 2014, increased in 2015 and is currently being requested to be renewed.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Amendment No. 4 Intergovernmental Agreement.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT No. 4
(Amendment to change Contract provisions during contract term.)

Contract Number 2015001 Amendment 4

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2016 between Multnomah County, Oregon, hereinafter referred to as MULTNOMAH, and Clackamas County, Oregon, hereinafter referred to as County.

The parties agree:

- I. The following changes are made to Contract No. 2015001:

(Note: Wording with ~~strikethrough~~ is being deleted; wording in ***bold italics*** is being added.)

A. ARTICLE II – AGREEMENT PERIOD

The effective date of this Agreement is September 15, 2014, or upon final signature, whichever is later. The expiration date is ~~June 30, 2016~~ ***June 30, 2017.***

C. Article III – CONSIDERATION

COUNTY agrees to pay MULTNOMAH for services performed under this Agreement in the fixed amount of ~~\$145.58~~ ***\$152.94*** per bed day, up to a maximum of ~~\$131,355~~ ***\$218,925.*** COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

The maximum amount of ~~\$131,355~~ ***\$218,925*** shall be divided as follows:

September 15, 2014 – June 30, 2015 Amount to be paid: \$43,785

July 1, 2015 – June 30, 2016 Amount to be paid: \$87,570

July 1, 2016 – June 30, 2017 Amount to be paid: \$87,570

- II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee: Scott Taylor
Date: 6/14/16

Dept Director or Designee: _____
Date: _____

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney n/a
Date: _____

CONTRACTOR: BOARD OF COUNTY COMMISSIONERS

Signature: _____

Print Name: John Ludlow, Chair

Title: Mary Raethke, Recording Sec

Date: _____

Approved as to form by: /s/ Jeffrey Munns
Date: County Counsel 6/15/2016



Christina L. McMahan
Director

JUVENILE DEPARTMENT

Juvenile Intake and Assessment Center
2121 Kaen Road | Oregon City, OR 97045

June 29, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of award for the Edward Byrne Memorial Justice Assistance
Grant (JAG) Program FY 2016 Local Solicitation**

Purpose/ Outcomes	This grant award will be used to sustain a part-time (10 hours per week) Human Services Coordinator 2 position to recruit, screen, train, coordinate, and supervise diversion panel volunteers. This position is instrumental in the development of pilot city diversion panels, in the training and recruitment of volunteer panel members to focus on implementing restorative justice principles in the operation of the diversion panels, and the continuing support of established diversion panels.
Dollar Amount and Fiscal Impact	This is a formula grant providing \$25,771 to Clackamas County. This award requires no match.
Funding Source	FY 2016 Local Solicitation through the Edward Byrne Memorial Justice Grant (JAG) provided by the Bureau of Justice Assistance.
Duration	October 1, 2016 through September 30, 2019
Previous Board Action	None
Strategic Plan Alignment	This aligns with the County’s strategic plan to “ensure safe, healthy and secure communities” by providing an opportunity for community involvement with minor offenders; holding youth accountable for their actions; and providing youth the opportunity to give back to their communities in meaningful ways.
Contact Person	Christina L. McMahan, Director – Juvenile Department – 503-655-8342 ext 3171

BACKGROUND:

The Juvenile Department received notification of a Grant Award for the FY 2016 Local Solicitation provided through the Edward Byrne Memorial Justice Grant (JAG). This is a formula grant providing \$25,771 to Clackamas County. The Juvenile Department was awarded the FY 2010 Local Solicitation of \$46,976, the FY 2011 Local Solicitation of \$39,013, the FY 2012 Local Solicitation of \$32,236, the FY 2013 Local Solicitation of 29,661, the FY 2014 Local Solicitation of \$29,550, and the FY 2015 Solicitation of \$24,237.

RECOMMENDATION:

Staff recommends the Board approve the award of the Edward Byrne Memorial Justice Assistance Grant in the amount of \$25,771.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

For more information on this issue or copies of attachments
contact Angela Russell, ext 7135

Since 2002, diversion panels have operated throughout the county with the oversight of Clackamas County Juvenile Department (CCJD). The concept of diversion panels was developed from an underlying assumption that community involvement with minor offenders is beneficial to all stakeholders involved. By holding youth accountable in their city by community members and providing an opportunity for the youth to give back in a meaningful way creates the opportunity to make logical cause and effect associations about actions and consequences.

CCJD is committed to philosophical principles and values of Restorative Justice. Historically, CCJD's capacity to align the diversion panels with this philosophy was hindered by the reality that the coordinators and volunteers operating the diversion panels are not under CCJD direct supervision. To address this barrier, CCJD utilized JAG funds to create a part-time (10 hours per week) Diversion Panel Coordinator position. The coordinator is responsible for 1) the recruitment, screening, training, maintenance, and recognition of volunteer diversion panel members; 2) case assignment screening; 3) oversight of service delivery; 4) panel observation and supervision; and 5) panel monitoring and evaluation. The coordinator also serves as the community liaison for diversion panels. This have proven to be an efficient model in each of the two city diversion panel pilots that were established, again through the use of JAG funds. Additionally, this model further engages the stakeholders in each city and strengthens the department's relationships with the communities it serves.

The diversion panels are facilitated by a volunteer staff. The volunteer panel facilitators are under the direct supervision of the CCJD Diversion Panel Coordinator. The facilitators are responsible for youth intake, administering the assessment tool, referrals to panels and programs

or returning youth cases to a juvenile court counselor. Facilitators provide leadership to their community's panel and are cross-trained to fill in on other panels should the need arise.

Youth referred to diversion panels are screened by the diversion panel coordinator to ensure appropriate referrals are provided to the panels. Youth identified for diversion panel services complete the Juvenile Crime Prevention (JCP) Risk Assessment Tool. This is a risk assessment tool that has been validated and deemed a reliable tool utilized by all juvenile justice agencies in the State of Oregon. Youth having been assessed with two or more risk factors in six domains including school, peer, behavior, family, substance, and attitudes/values/beliefs will be eligible for services. Participation in the diversion panel process is voluntary for the youth. If the youth and family do not accept this option or if the youth is found to be of higher risk to reoffend, they are referred back to CCJD to be seen by a juvenile counselor at the department.

There are eleven local city diversion panels meeting regularly in Clackamas County. These eleven diversion panels average 511 referrals which have been facilitated within their local community during the last eight years. In the same time span, youth gave back an average 3910 community service hours in each city and community members averaged 1020 volunteer hours to engage youth offenders. Recidivism averaged 10% during this six year period and victims reported a 70.3% satisfaction based on surveys completed in 2012. Effective community supervision coupled with-evidence based program intervention results in reduction in recidivism. By engaging community stakeholders in the process of holding youth accountable the community is better served.

The department will utilize the new funding allocation to sustain the diversion panel coordinator position. The coordinator will coach and provide continued training of the volunteer

diversion panel members, along with the development of new diversion panels in two new communities identified by CCJD. The department has identified three project goals: 1) provide community-based coordinated intervention to at-risk affected youth; 2) reduce risk factors and increase protective factors by providing evidence-based interventions; and 3) reduce recidivism of those youth completing program services. Additionally, CCJD hopes to enhance the diversion panel program through the increase of referrals for low risk youth; further engagement and training of the law enforcement community, including the exploration of officer-initiated referrals; and strengthening the risk principle approach through the referral of low risk youth with more serious allegations.



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Funding Agreement between the Clackamas County Development Agency and
Government Camp Special Road District

Purpose/Outcomes	This Agreement will allow the Development Agency (Agency) to provide funds to the Road District to be used for minor road related improvements in Government Camp.
Dollar Amount and Fiscal Impact	Up to \$15,000
Funding Source	Clackamas County Development Agency: Government Camp Urban Renewal District – no County General Funds involved.
Duration	The Agreement will terminate 7 years from the effective date of the Agreement or 5 years from the completion of the improvements, whichever is sooner.
Previous Board Action	None
Strategic Plan Alignment	Build a strong infrastructure Ensure safe, healthy and secure communities
Contact Person	Dan Johnson, Development Agency Manager 503.742.4325
Contract No.	N/A

BACKGROUND:

The Government Camp Special Road District was established in 2012 to maintain roads, sidewalks, drainage facilities, lighting and signage improvements that were completed as part of the Urban Renewal District.

There are two minor improvements remaining, which includes electrical upgrades to a village entry sign and installation of removable barriers and signage at two sidewalk locations in order to protect pedestrians from shedding snow from adjacent buildings.

The Agency will not be budgeting funds in future years in the Government Camp Urban Renewal District, but the Agency does have a small amount of funds remaining this year that can be allocated to the Road District to complete these improvements.

Per the Agreement before you today, the Agency will transfer up to \$15,000 to the Road District for design and construction of the improvements, which are within the District boundary and consistent with the responsibilities of the District.

RECOMMENDATION:

Staff recommends the Board approve and sign the Funding Agreement with the Government Camp Special Road District in order to provide funding for minor road related improvements in Government Camp.

Respectfully submitted,

Dan Johnson, Manager
Development Agency

**GOVERNMENT CAMP SPECIAL ROAD DISTRICT
FUNDING AGREEMENT**

This Agreement is entered into and is effective as of this _____ day of _____, 2016 by and between Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County, Oregon (the "Agency"), and Government Camp Road District (the "District"). The Agency and District hereby agree as follows:

RECITALS:

A. The Agency is undertaking to carry out the Government Camp Urban Renewal Plan (the "Plan") pursuant to ORS Chapter 457. The Plan was duly adopted and approved by the Board of County Commissioners by Board Order No. 89-1143 on November 14, 1989.

B. The District is an entity organized pursuant to ORS Chapter 371 for the purpose of maintaining street related improvements in Government Camp.

C. The Agency desires to partner with the District to install seasonal barriers at two sidewalk locations to prevent snow shedding from adjacent buildings onto the sidewalk and to make minor improvements to the Government Camp Village Entry sign located at the east entrance to the Loop Road (collectively the "Project"). The Project is more particularly described in Exhibit "A" which is attached to this Agreement and fully incorporated by this reference.

D. In exchange for the Agency's assistance in designing and constructing the Project, the District agrees to operate and maintain those improvements described in Exhibit "A" for a period of at least 5 years from the date of substantial completion of all elements of the Project.

E. The proposed improvements are within the District boundary and are consistent with the services currently provided by the District.

F. The Agency is willing to allocate funds and the District is willing to accept those funds for the purpose of making the improvements as outlined in this Agreement.

AGREEMENT:

Section 1: Project Improvements

A. Within one year (1) year of the effective date of this Agreement, the District agrees to select and contract with a consultant as necessary to prepare design and construction related documents related to the Project and consistent with the Project description in Exhibit "A" and the Schedule of Performance, Exhibit "B".

B. The plans, drawings, and other documents as may be required for the Project as provided in the Project Description, Exhibit "A" shall be submitted to the appropriate governmental bodies for the purpose of compliance with all codes, regulations and other requirements for the construction of the Project. Within two (2) years of the effective date of this Agreement, the District agrees that the Project shall be substantially complete as provided in the Project Description, Exhibit "A" and the Schedule of Performance, Exhibit "B".

Section 2: Operation of Completed Facilities; Uses of Proceeds

Upon completion of the Project, the District agrees to maintain and operate the Project for the purpose stated herein for at least five (5) years from the date of substantial completion of the Project.

At all times the District or its successors shall own, and have all ownership responsibility and duties regarding the Project. Such ownership is subject to the terms of this agreement.

Section 3: Funding

A. In consideration of the obligations undertaken by the District pursuant to this Agreement, the Agency agrees to allocate up to \$ 15,000 (the "Agency Funds") for the purposes and subject to the terms and conditions provided herein.

In the event the Agency Funds are not used for the purpose expressly provided in Section 1 and 2 of this Agreement, or where the District has defaulted under this Agreement, the Agency shall require the District to reimburse all or part of the Agency Funds, as provided below in Section 4C.

B. The District acknowledges that the Agency has no more remaining funds to provide for the Project and that additional funds, if necessary to complete the Project, will be available from sources other than the Agency.

Section 4: Disbursement of Funds; Security for Performance

A. The Plan specifically authorizes the Agency to make funds available to fund the development and construction of the Project, described herein. The Agency shall make the Agency Funds available to the District for development and construction of the Project from the allocated funds as more specifically described in Section 3A of this Agreement, and as authorized by ORS Chapter 457.

B. Within 30 days of the Effective Date of this Agreement, the Agency shall transfer the Agency Funds to the District.

C. In the event the District is in default of its obligations under either Section 1 or Section 2, of this Agreement, then the Agency shall be entitled to recover from the District or its successors or assigns up to the full amount of the funds directed to the District in connection

with the Project. Amounts recoverable under this subsection shall be determined by evaluating the scope of the default and the default's effect on the Plan's goal. If the Agency intends to recover funds under this subsection, the Agency shall provide the District with reasonable written notice of the default as well as a reasonable opportunity for the District to cure and/or explain such default.

Section 5: Termination

So long as there is no outstanding event of default, this Agreement shall terminate seven (7) years from the date of the execution of this Agreement, or five (5) years from the date of substantial completion of the Project, whichever is sooner.

Section 6: Indemnification

- A. Subject to the tort limitations in the Oregon Tort Claims Act and Oregon Constitution, Agency agrees to indemnify, save harmless and defend the District, its officers, Board members, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of Agency or Agency's officers, Board members, employees, agents, or its subcontractors or anyone over which Agency has a right to control related to this Agreement
- B. Subject to the tort limitations in the Oregon Tort Claims Act and the Oregon Constitution, District agrees to indemnify, save harmless and defend Agency, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of the District, its officers, Board members, agents, employees, its subcontractors or anyone over which the district has a right to control.

Section 7: Nonliability of Officials and Employees

No official or employee of the Agency shall be personally liable to the District for any obligation under the terms of this Agreement. No official or employee of the District shall be personally liable to the Agency for any obligation under the terms of this Agreement.

Section 8: Nonwaiver of Government Rights

This Agreement is no way intended to limit, restrict or modify the rights of Clackamas County or any other governmental agency to exercise ordinary police powers over the Project.

Section 9: General Provisions

A. **Prior Agreements.** This instrument is the entire, final and complete Agreement of the parties pertaining to the rights and obligations of the parties with respect to the Project and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives in connection therewith. Neither party shall be bound by any promises, representations or agreements except as are herein expressly set forth.

B. **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be given and actually delivered in person or deemed delivered 48 hours after having been deposited in the United States Mail as certified mail addressed to the addresses set forth below:

to: Government Camp Special Road District
Attn: Board Chair
PO Box 249
Government Camp, OR 97028

to: Clackamas County Development Agency
Attn: Agency Manager
150 Beavercreek Road
Oregon City, Oregon 97045

or as addressed in such other way in respect to either party, as that party may from time to time designate in writing dispatched as provided in this Section.

C. **Amendments.** This Agreement may be amended, modified or extended only by written instrument executed by both parties.

D. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon.

E. **Binding Effect.** Covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

F. **Execution and Counterparts.** This Agreement may be executed in any number of counterparts each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

H. **Non-Assignment.** This Agreement may not be assigned in whole or in part without the prior written consent of Agency, which may withhold its consent in its sole discretion.

I. **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.

J: **Waiver.** The Agency and District 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 Agency and the District have executed this Agreement as of the date first above written.

"AGENCY"

BOARD OF COUNTY COMMISSIONERS acting as
the governing body of the Clackamas County
Development Agency

By: _____
John Ludlow
Chair

By: _____
Mary Raethke
Recording Secretary

"DISTRICT"

Government Camp Special Road District

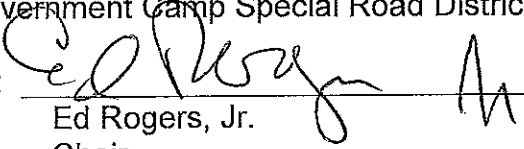
By:  _____
Ed Rogers, Jr.
Chair

EXHIBIT LIST

Exhibit A.....Project Description

Exhibit B Schedule of Performance

EXHIBIT A

PROJECT DESCRIPTION

Removable sidewalk barrier in the location of Palmer Lodge located at 88786 E. Government Camp Loop Road

- Provide a mechanism that can easily be installed during winter weather that prevents pedestrians from walking through the snow shed zone
- Work with snow removal contractors to design mechanism that minimizes impacts to their operation

Removable sidewalk barrier in the location of Charlie's Tavern located at 88462 E. Government Camp Loop Road

- Provide a mechanism that can easily be installed during winter weather that prevents pedestrians from walking through the snow shed zone.
- Work with snow removal contractors to design mechanism that minimizes impacts to their operation

Improvements to the east "Welcome to Government Camp" sign located in the Summit Ski Area parking lot

- Make improvements to the electrical system to provide better lighting of the sign
- Make improvements to the stone base to provide better stability of the structure

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

- Complete design and construction related documents as necessary for the improvements identified in Exhibit A within one (1) year of the effective date of this Agreement.
- Substantially complete all improvements identified in Exhibit A within two (2) years of the effective date of this Agreement.



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment to the Owner Participation and Development Agreement between
the Clackamas County Development Agency and Hoodland Fire District No. 74

Purpose/Outcomes	This amendment will allow the Development Agency (Agency) to provide additional funds to the Fire District to be used for a station remodel in Government Camp.
Dollar Amount and Fiscal Impact	Up to \$30,000 of additional funds for a total project contribution of \$600,000
Funding Source	Clackamas County Development Agency: Government Camp Urban Renewal District – no County General Funds involved.
Duration	The Agreement will terminate January 29, 2030.
Previous Board Action	The Board previously approved the Owner Participation and Development Agreement at a business meeting on January 29, 2015
Strategic Plan Alignment	Ensure safe, healthy and secure communities
Contact Person	Dan Johnson, Development Agency Manager 503.742.4325
Contract No.	N/A

BACKGROUND:

The Agency entered into an Owner Participation and Development Agreement with the Hoodland Fire District in January 2015 where the Agency would provide \$570,000 to the District and the District would design and construct improvements to the station in Government Camp.

Since that time, the District hired an architect and design is underway. Preliminary cost estimates for the remodel are approximately \$900,000. The District is committed to completing the project and are contemplating how best to raise the additional funds needed.

The Agency will not be budgeting funds in future years in the Government Camp Urban Renewal District, but the Agency does have a small amount of funds remaining this year that can be allocated to the Fire District to help offset the funding gap.

Per the Amendment before you today, the Agency will transfer up to an additional \$30,000 to the Fire District for design and construction of the station remodel. The remainder of the agreement is unchanged, which stipulates that they have final design plans completed by January 2017 and construct the improvements by January 2019. If they do not meet these milestones then the funds will be returned to the Agency.

RECOMMENDATION:

Staff recommends the Board approve and sign the Amendment to the Owner Participation and Development Agreement with Hoodland Fire District No. 74 in order to provide additional funding to the District for a remodel of the fire station in Government Camp.

Respectfully submitted,

Dan Johnson, Manager
Development Agency

**FIRST AMENDMENT TO THE
OWNER PARTICIPANT AND DEVELOPMENT AGREEMENT**

This Amendment to the Owner Participation and Development Agreement is entered into and is effective as of this ____ day of _____, 2016 by and between Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County, Oregon (the "Agency"), and Hoodland Fire District No. 74 (the "Owner Participant"). The Agency and the Owner Participant hereby agree as follows:

RECITALS:

A. The Agency is undertaking to carry out the Government Camp Village Revitalization Plan & Report (the "Plan") pursuant to ORS Chapter 457. The Plan was duly adopted and approved by the Board of County Commissioners by Board Order No. 89-1143 on November 14, 1989.

B. On January 29, 2015, the Board of County Commissioners acting as the governing body of the Clackamas County Development Agency approved an Owner Participation Development Agreement (the "OPDA") whereby the Agency was to provide up to \$570,000 to the Owner Participant for the purposes of designing and constructing improvements to the Government Camp Fire Station.

C. The Agency has already disbursed \$570,000 as allowed under the OPDA.

D. The Owner Participant is currently completing design and will be constructing the improvements that are consistent with the terms and conditions of the OPDA.

E. The Agency has completed all projects in the Plan and has funds remaining available to provide to the Owner Participant for the Project.

F. Section 3(A) of the OPDA allows the amount of funding provided by the Agency to the Owner Participant to be adjusted by agreement, based upon the availability of funds and the needs of the project.

G. The Agency and Owner Participant now agree to amend the OPDA to provide up to an additional \$30,000 for the purpose of assisting in the development and construction of the Project.

The Agency and Owner Participant, having presented the preceding recitals as true and correct, now agree as follows:

1. That the OPDA is now amended at Section 3(A) to reflect that the total funding is not to exceed \$600,000.
2. The OPDA is otherwise unchanged.

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///

IN WITNESS WHEREOF, the Agency and the Owner Participant have executed this Agreement as of the date first above written.

"AGENCY"

BOARD OF COUNTY COMMISSIONERS acting as
the governing body of the Clackamas County
Development Agency

By: _____
John Ludlow
Chair

By: _____
Mary Raethke
Recording Secretary

"OWNER PARTICIPANT"

Hoodland Fire District No. 74

By: *Mic Eby*
Mic Eby
Fire Chief

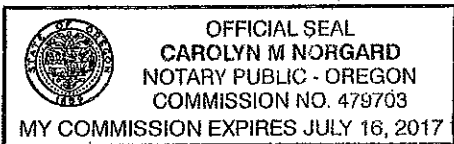
STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on _____, 2016 by John
Ludlow as Chair of the Clackamas County Development Agency

Notary Public for Oregon
My Commission expires _____

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on 9th day of June, 2016 by Mic
Eby as Fire Chief of Hoodland Fire District No. 74



[Signature]
Notary Public for Oregon
My Commission expires July 16, 2017



Gregory L. Geist
Director

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 1 to Intergovernmental Agreement between
Clackamas County Service District No. 1 and the City of Happy Valley, Oregon
for Street Sweeping Services

Purpose/Outcomes	<i>Board approval of Amendment No.1 to the IGA between CCSD#1 and the City of Happy Valley for street sweeping services would extend contract timeframe to retroactively cover expenses and would clarify costs.</i>
Dollar Amount and Fiscal Impact	<i>\$83,000 of CCSD#1 funds are required from the District's approved 2015-2016 budget.</i>
Funding Source	<i>CCSD#1 Surface Water Operating Fund. No General Funds are impacted.</i>
Duration	<i>Effective July 1, 2015. Renews annually for up to five (5) years.</i>
Previous Board Action/Review	<i>Approval of previous IGA on 032416 VI. 1., Board Order No. 2016-27</i>
Strategic Plan Alignment	<ol style="list-style-type: none"> <i>1. Aligns with WES's Watershed Protection program result to complete scheduled maintenance on time, and the Regulatory Management program result to fully implement compliance strategy measures.</i> <i>2. Aligns with the Board's goal to Honor, Utilize, Promote and Invest in our Natural Resources.</i>
Contact Person	<i>Ron Wierenga, Surface Water Manager, x4581, rwierenga@clackamas.us</i>
Contract No.	<i>N/A</i>

BACKGROUND:

Clackamas County Service District No. 1 ("District") has an Intergovernmental Agreement ("IGA") with the City of Happy Valley, Oregon to provide enhanced street sweeping activities. The Project has two primary objectives:

- a) Sweep designated streets and arterial roads within the District in order to remove dirt and debris from the road surface before it enters the storm system and is conveyed to nearby streams and waterways.
- b) Demonstrate a cooperative approach to meeting the Clackamas County Department of Environment Quality ("DEQ") Municipal Stormwater ("MS4") and Total Maximum Daily Load ("TMDL") Permit requirements.

The IGA authorizes the City of Happy Valley to seek reimbursement for costs associated with the enhanced street sweeping program.

This IGA was approved by the Board in March 2016. The parties intended the original agreement to cover street sweeping services performed from July 1, 2015 up to the original date of execution on January 25, 2016. Also, the agreement's not-to-exceed funding amount was only stated in the scope of work rather than in the agreement itself. Amendment No. 1 amends the IGA to reflect a retroactive effective date of July 1, 2015 and clarifies the not-to-exceed amount of compensation.

This amendment has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, approve the Amendment No. 1 to the Intergovernmental Agreement between Clackamas County Service District No. 1 and the City of Happy Valley for Street Sweeping Services.

Respectfully submitted,

Greg Geist, Director
Water Environment Services