

# AGENDA

**Thursday October 12, 2017 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2017-114

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

1. Presentation to declare October 2017 as Domestic Violence Awareness Month in Clackamas County (Rod Cook, Heath, Housing & Human Services)

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

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

1. Board Order No. \_\_\_\_\_ Accepting a Transfer of Jurisdiction from Clackamas County to the City of Happy Valley for a Portion of 162<sup>nd</sup> Avenue. County Road No. 335 (Rick Maxwell, Department of Transportation & Development)

**IV. BOARD DISCUSSION ITEM** *(The following items will be individually discussed by the Board only, followed by Board action.)*

**County Counsel**

1. Approval of a Settlement Agreement in the Case of *City of Gladstone v Clackamas County* (Stephen Madkour, County Counsel)

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

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

1. Approval of a Funding Agreement with United Way of the Columbia-Willamette for the Blueprint for Healthy Clackamas – *Public Health*
2. Approval of an Intergovernmental Agreement with Oregon Health & Science University for Training Staff and Equipment for the Emergency Medical Services Annual Training Event – *Public Health*
3. Approval of an Intergovernmental Grant Agreement with the State of Oregon Criminal Justice Commission for Continuation of the Adult Drug Court Services – *Health Centers*
4. Approval of an Intergovernmental Grant Agreement with the State of Oregon Criminal Justice Commission for Continuation of the Mental Health Court Services – *Health Centers*

**B. Department of Transportation & Development**

1. Board Order No. \_\_\_\_\_ Declaring Realigned Otty Road to be County Road No. 196 and be Included in the County Road System

**C. Finance Department**

1. Resolution No. \_\_\_\_\_ for a Clackamas County Supplemental Budget (less than 10%) for Fiscal Year 2017-2018
2. Resolution No. \_\_\_\_\_ for a Clackamas County Transfer of Appropriations for Fiscal Year 2017-2018
2. Resolution No. \_\_\_\_\_ for a Clackamas County Budgeting of New Specific Purpose Revenue for Fiscal Year 2017-2018

**D. Elected Officials**

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

**E. Technology Services**

1. Approval of a Service Level Agreement between Technology Services and the Quest Center for Integrative Health for Voice and Data 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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.** [www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)

October 12, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Presentation to declare October 2017 as Domestic Violence Awareness Month  
in Clackamas County

<b>Purpose/Outcomes</b>	Provides for the designation of October as Domestic Violence Awareness Month in Clackamas County.
<b>Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	October 2017
<b>Previous Action</b>	N/A
<b>Strategic Plan Alliance</b>	<ul style="list-style-type: none"> <li>• Improve community health and safety</li> <li>• Ensure safe, healthy and secure communities</li> </ul>
<b>Contact Person</b>	Rod Cook, 503-650-5677

**BACKGROUND**

Domestic Violence is a serious crime that impacts our community at every level—from individual families to public health to the local economy. The problems of family and interpersonal violence cross all racial, social, religious, ethnic, geographic and economic lines. While important work is being done in our community by a number of public and private agencies to respond to and prevent domestic violence; it continues to be an ongoing issue.

In recognition of the impact of domestic violence on the lives of children and families and the need for greater awareness in our communities, the first Domestic Violence Awareness Month was observed in October 1987—the same year that the first national domestic violence toll-free hotline came into fruition. The U.S. Congress passed Public Law 101-112 in 1989 designating October of that year as National Domestic Violence Awareness Month; such legislation has passed every year since. (Adapted from the *1996 Domestic Violence Awareness Month Resource Manual* of the National Coalition Against Domestic Violence).

In 2016, 60 people were lost in the context of domestic violence incidents in Oregon, with two people losing their lives in Clackamas County. Intimate partner violence was accounted for 45% of all homicides among females that occurred in Oregon, and more than 55% nationally. (*Oregon Health Authority Injury Prevention and Epidemiology Fact Sheet, 2012*).

Children are deeply impacted by intimate partner violence. According the Oregon Department of Human Services Child Welfare Division, 33.7% of founded abuse/neglect/threat of harm referrals in Clackamas County were related to domestic violence. (2016 Child Welfare Data Book, April 2017).

*Healthy Families. Strong Communities.*

Nearly 22% of middle and high school students experienced domestic violence within their immediate family. (CWS, 2015).

The Children, Youth and Families Division actively supports and assists in the development of evidence-based programs and initiatives that work towards addressing and preventing domestic violence. Our primary goal is to help coordinate and foster collaboration and implementation of best practices and innovative projects. Some of the programs and initiatives underway in our County include:

- Agreements with local programs to provide services, information and referral, assistance with restraining orders, emergency shelter, long term supportive case management, rapid re-housing assistance, and other important services to survivors of domestic violence and their families.
- The Family Violence Coordinating Committee (FVCC) meets monthly to develop and implement effective strategies to reduce and respond to domestic violence and provides on-going training for professionals working to end violence.
- A community-wide assessment of the response to violence is underway to look at the utilization of trauma-informed practices throughout the county.
- The development of a Domestic Violence Fatality Review Team which reviews domestic violence related homicides and makes recommendations to prevent such fatalities.
- A Safe Place Family Justice Center, after 4 years in operation, continues to provide comprehensive services and offer improved access to those impacted by violence, including Video Court and Camp HOPE. A Safe Place will conduct a strategic planning process during October to plan for the future of the center.
- The Lethality Assessment Protocol, used by first responders to evaluate risk to victims and provide direct connection to services, is in place and working to support safety.
- The Domestic Violence Protocol is in effect in the county, continuing to guide the work of law enforcement in their response to domestic violence.
- Work is underway to address the very serious issue of strangulation in the context of domestic violence.

To learn more about domestic violence response, please call the Children, Youth and Families Division Domestic Violence Systems Coordinator, Sarah Van Dyke, at 503-650-5685.

## **RECOMMENDATION**

N/A

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services



M. BARBARA CARTMILL  
DIRECTOR

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

October 12, 2017

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of a Board Order Accepting a Transfer of Jurisdiction from  
Clackamas County to the City of Happy Valley for a Portion of  
162<sup>nd</sup> Avenue (County Road #335)**

<b>Purpose/Outcomes</b>	Jurisdictional transfer of a portion of 162 <sup>nd</sup> Avenue to the City of Happy Valley.
<b>Dollar Amount and Fiscal Impact</b>	Cost savings in the form of staff time and Maintenance monies used on a County maintained portion of road located entirely within the City of Happy Valley. Initial cost of transfer is \$66,400, which represents the cost of a 2" asphalt overlay of that portion being transferred.
<b>Funding Source</b>	Road Fund
<b>Safety Impact</b>	Transferring jurisdiction to the City will allow future development on 162 <sup>nd</sup> Avenue to be consistent throughout, and will alleviate confusion on the part of the public.
<b>Duration</b>	Upon execution; permanent.
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	Build a strong infrastructure. Build public trust through good government.
<b>Contact Person</b>	Rick Maxwell, Engineering Tech; 503-742-4671

There are certain County roads, such as SE 162<sup>nd</sup> Avenue in Happy Valley, that are wholly, mostly, or partially within various Cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads. Clackamas County and the City of Happy Valley have agreed to the transfer of a portion of 162<sup>nd</sup> Avenue, currently under the jurisdiction of the County, to the City with the intent of eliminating confusion to the public and to improve the efficiencies of maintenance and public service.

The County and the City of Happy Valley have an agreement to provide funds to the City of Happy Valley in the amount of \$66,400, which is equal to the cost of a 2" asphalt overlay, in exchange for the City assuming exclusive jurisdiction over the portion of SE 162<sup>nd</sup> Avenue containing approximately 189,000 square feet of Right-of-Way. By accepting jurisdiction over the portion of SE 162<sup>nd</sup> Avenue, the City becomes the "Road Authority" responsible for all maintenance, improvement, permitting and road standard activities.

On August 15, 2017, the City of Happy Valley initiated the process, pursuant to ORS 373.270(6), to transfer jurisdiction of a portion of SE 162<sup>nd</sup> Avenue from the County to the City through adoption of Resolution 17-44. Pursuant to ORS 373.270(7), the County may finalize the transfer by adopting the proposed order which is attached to this report.

This resolution has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully requests that the Board approve this Board Order between Clackamas County and the City of Happy Valley related to the transfer of jurisdiction of a portion of SE 162<sup>nd</sup> Avenue and the payment to the City in an amount equivalent to a 2" asphalt overlay of that portion being transferred.

Respectfully submitted,

Mike Bezner, PE  
Assistant Director of Transportation

Attachments:  
Board order  
Map of proposed transfer area  
Resolution 17-44 (contains exhibit)

In the matter of transferring to the City of Happy Valley, jurisdiction over a portion of SE 162<sup>nd</sup> Ave County Road No. 335, DTD No. 22734

Order No.  
Page 1 of 2

This matter coming before the Board of County Commissioners as a result of a request from the City of Happy Valley, by Resolution Number 17-44, dated August 15, 2017 and the preceding negotiation between the City of Happy Valley and Clackamas County Department of Transportation and Development to transfer portions of the following road:

<u>Road Name</u>	<u>Cnty #</u>	<u>DTD #</u>	<u>From</u>	<u>To</u>	<u>Square Feet</u>
SE 162 <sup>nd</sup> Ave and,	335	22734	MP 0.00	MP 0.59	189,000;

It further appearing to the Board that said transfer of jurisdiction has been recommended by M. Barbara Cartmill, Director of the Department of Transportation and Development; and,

It further appearing to the Board that said transfer of jurisdiction is in the best interest of the citizens of Clackamas County; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Clackamas Review on 09/14/2017, 09/21/2017, 09/28/2017, 10/05/2017; now therefore,

IT IS HEREBY ORDERED that Clackamas County's jurisdiction over a portion of SE 162<sup>nd</sup> Ave. shall cease, and full and absolute jurisdiction of said portions of roadway for all purposes of repair, construction, improvement and the levying and collection of assessments therefor is transferred to the City of City of Happy Valley and shall vest with the City in accordance with ORS 373.270; and,

IT IS FURTHER ORDERED that 189,000 square feet, more or less, be removed from the County's Road Inventory; and,

IT IS FURTHER ORDERED that Clackamas County provide funds to the City of Happy Valley in the amount of \$66,400,

In the matter of transferring to the City of Happy Valley, jurisdiction over a portion of SE 162<sup>nd</sup> Ave. County Road No. 335, DTD No. 22734

Order No.  
Page 2 of 2

which is equal to the cost of a 2" asphalt overlay, as consideration for the City assuming exclusive jurisdiction over the portion of the roadway described herein; and,

IT IS FURTHER ORDERED that copies of this Order be submitted to the Clackamas County Clerk's office for recording and that copies be subsequently sent without charge to the Clackamas County Surveyor, Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

ADOPTED this \_\_\_\_\_ day of October, 2017.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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



SE MONNER RD. (CO. RD. NO. 326)

END MILE POINT 0.59

(CO. RD. NO. 335)

SE PALERMO AVENUE

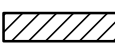
SE BLACKSTONE AVE.

SE 162ND AVENUE

SE MISTY DRIVE

**CITY OF HAPPY VALLEY**

**CITY OF HAPPY VALLEY**

 TRANSFERRED ROAD  
LOCATED IN SECTION 36, T.1S., R.2E.,  
AND SECTION 1, T.2S., R.2E., W.M.  
CLACKAMAS COUNTY, OREGON,

BEGIN MILE POINT 0.00



N.T.S.

SE SUNNYSIDE ROAD

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



BY: R. MAXWELL DATE: 09/13/2017  
JURISDICTIONAL TRANSFER OF A  
PORTION OF SE 162ND AVE.  
COUNTY ROAD #326

SHEET  
1 OF 1

**CITY OF HAPPY VALLEY, OREGON**

**Resolution No. 17-44**

**A RESOLUTION IN SUPPORT OF INITIATING A REQUEST TO THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS FOR JURISDICTIONAL ROADWAY TRANSFER OF A PORTION OF 162<sup>nd</sup> AVENUE PURSUANT TO ORS 373.270(2)**

**WHEREAS**, the City of Happy Valley ("City") has processed annexation petitions from property owners along the frontage of 162<sup>nd</sup> Avenue (north of Sunnyside Road and south of Monner Road) that contains developable land upon which the City has received or anticipates future development applications; and

**WHEREAS**, that continuing improvement of the roadway section (a Collector Facility), should it occur, would be supported by the City as being within the jurisdiction of the City for future public right-of-way purposes; and,

**WHEREAS**, ORS 373.270(2) allows City's the ability to initiate a jurisdictional transfer request from the County, but does not require that the final action go forward until authorized by the City; and,


**WHEREAS**, the City has worked closely with the adjacent property owners and the developer of the lands to adjacent to the subject street section;

**NOW THEREFORE, BE IT RESOLVED** by the City Council that:

- Section 1.** The City supports requesting the Clackamas County Board of County Commissioners consider transfer of jurisdictional authority of the portion of 162<sup>nd</sup> Avenue described in Exhibit A and depicted in Exhibit B.
- Section 2.** The City supports requesting that per the existing Clackamas County DTD IGA, the jurisdictional transfer include maintenance monies to be determined via negotiations between the City and County.
- Section 3.** This Resolution is effective on passage.

Resolution 17-44 is enacted by the City Council of the City of Happy Valley, this 15<sup>th</sup> day of August 2017.

CITY OF HAPPY VALLEY

  
Mayor Lori DeRemer

ATTEST:



Kara Kerpan, City Recorder



AKS ENGINEERING & FORESTRY, LLC  
12965 SW Herman Road, Suite 100, Tualatin, OR 97062  
P: (503) 563-6151 F: (503) 563-6152

AKS Job #2582

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - SALEM-KEIZER, OR

## EXHIBIT A

### Transfer of Jurisdiction Description

A portion of SE 162nd Avenue Right-of-Way, located in the Northwest One-Quarter of Section 6, Township 2 South, Range 3 East, the Northeast One-Quarter of Section 1, Township 2 South, Range 2 East, the Southeast One-Quarter of Section 36, Township 1 South, Range 2 East, the Southwest One-Quarter of Section 31, Township 1 South, Range 3 East, Willamette Meridian, City of Happy Valley, Clackamas County, Oregon, and being more particularly described as follows:

Commencing at the common corner of said Section 6, Section 1, Section 36, and Section 31; thence along the south line of said Section 31, Easterly 30 feet, more or less, to the easterly right-of-way line of SE 162nd Avenue and the Point of Beginning; thence leaving said south line along said easterly right-of-way line, Southerly 1799 feet, more or less, to the northerly right-of-way line of SE Sunnyside Road; thence leaving said easterly right-of-way line along said northerly right-of-way line, Westerly 110 feet, more or less, to the westerly right-of-way line of SE 162nd Avenue; thence leaving said northerly right-of-way line along said westerly right-of-way line, Northerly 3100 feet, more or less, to the southerly right-of-way line of SE Monner Road; thence leaving said westerly right-of-way line, Easterly 60 feet, more or less, to the easterly right-of-way line of SE 162nd Avenue; thence along said easterly right-of-way line, Southerly 1295 feet, more or less, to the Point of Beginning.

The above described portion of right-of-way contains 4.33 acres, more or less.

8/3/2017

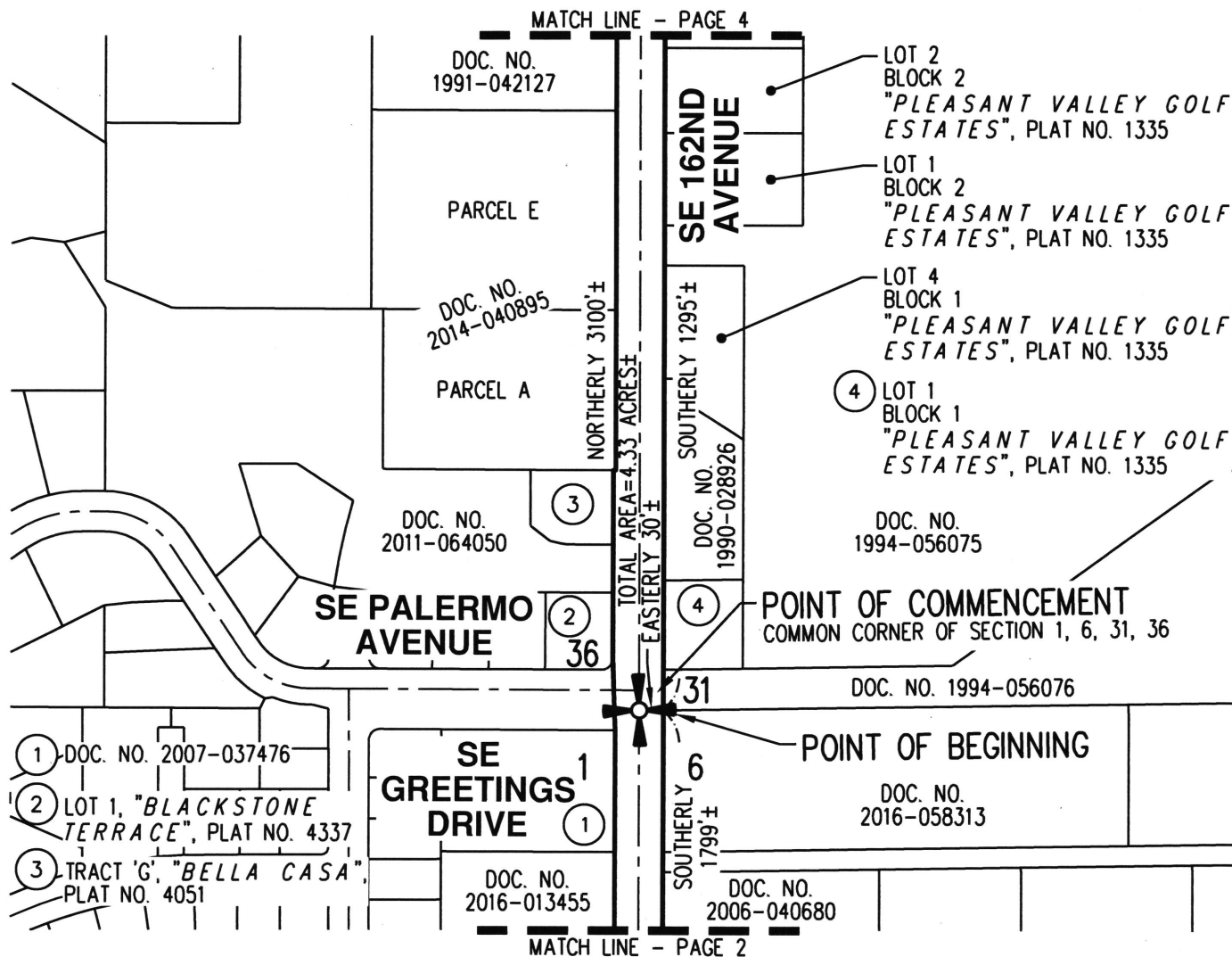
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 9, 2007  
NICK WHITE  
70652LS

RENEWS: 6/30/18

# EXHIBIT B

A PORTION OF SE 162ND AVENUE RIGHT-OF-WAY, LOCATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 3 EAST, THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 2 EAST, THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 2 EAST, THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF HAPPY VALLEY, CLACKAMAS COUNTY, OREGON



8/3/2017

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Nick White*

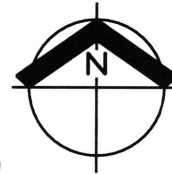
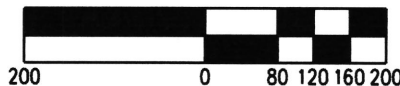
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RENEWS: 6/30/18

## PREPARED FOR

CITY OF HAPPY VALLEY  
16000 SE MISTY DRIVE  
HAPPY VALLEY, OR 97086

SCALE: 1" = 200 FEET



### TRANSFER OF JURISDICTION MAP

AKS ENGINEERING & FORESTRY, LLC  
12965 SW HERMAN RD, STE 100  
TUALATIN, OR 97062  
P: 503.563.6151 F: 503.563.6152 aks-eng.com

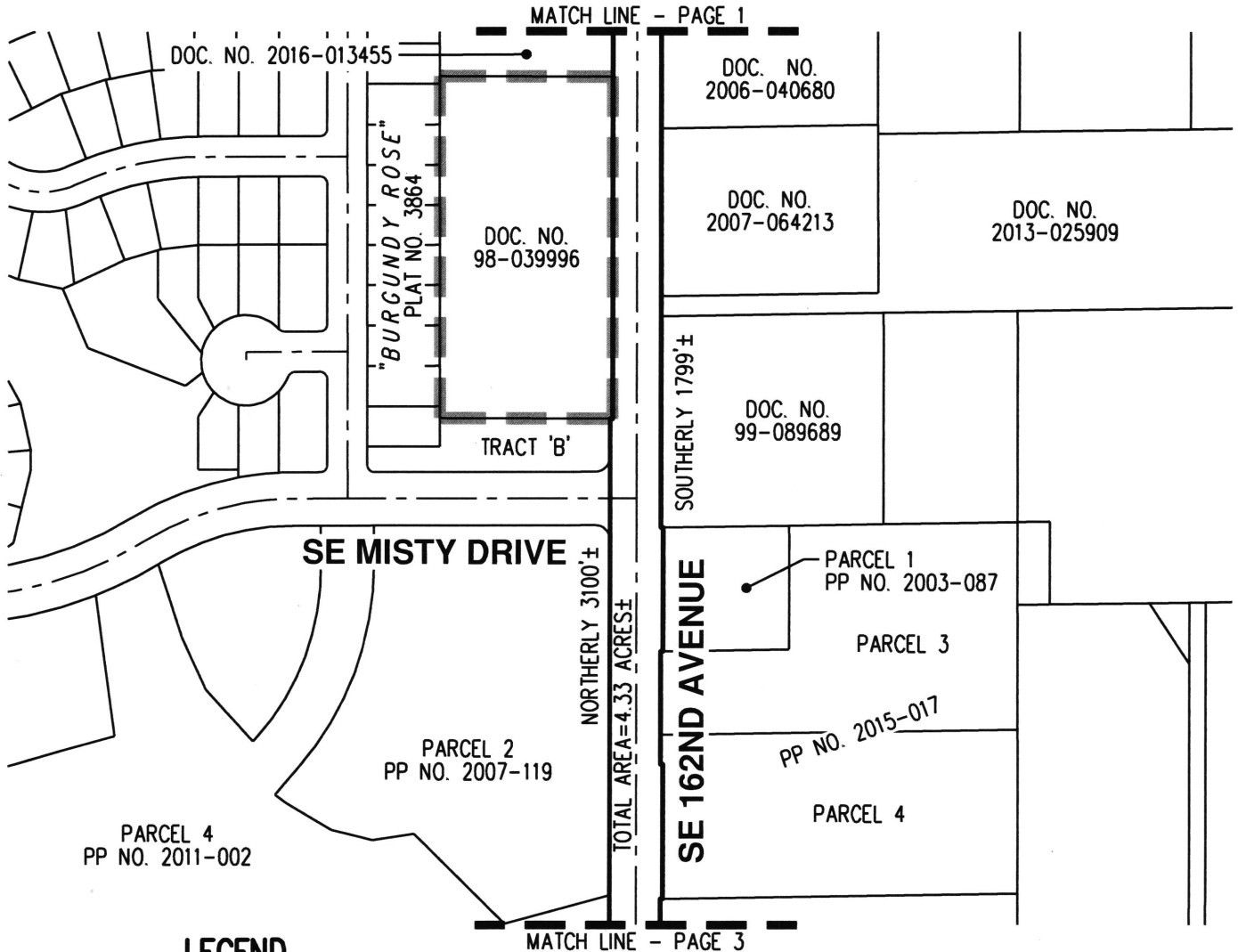


EXHIBIT  
**B**

DRWN: WCB  
CHKD: NSW  
AKS JOB:  
2582

# EXHIBIT B

A PORTION OF SE 162ND AVENUE RIGHT-OF-WAY, LOCATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 3 EAST, THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 2 EAST, THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 2 EAST, THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF HAPPY VALLEY, CLACKAMAS COUNTY, OREGON



## LEGEND

--- CITY OF HAPPY VALLEY CITY LIMITS LINE

8/3/2017

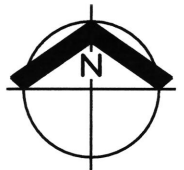
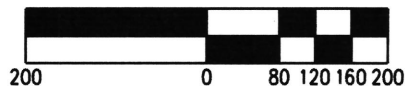
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MATCH LINE - PAGE 2

PARCEL 4  
PP NO. 2011-002

DOC. NO.  
1994-096196

NORTHERLY 3100'±  
TOTAL AREA=4.33 ACRES±  
SOUTHERLY 1799'±

WESTERLY 110'±

SE SUNNYSIDE ROAD

SE 162ND AVENUE

### LEGEND

--- CITY OF HAPPY VALLEY CITY LIMITS LINE

8/3/2017

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

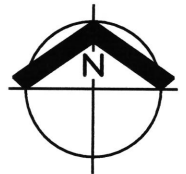
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RENEWS: 6/30/18

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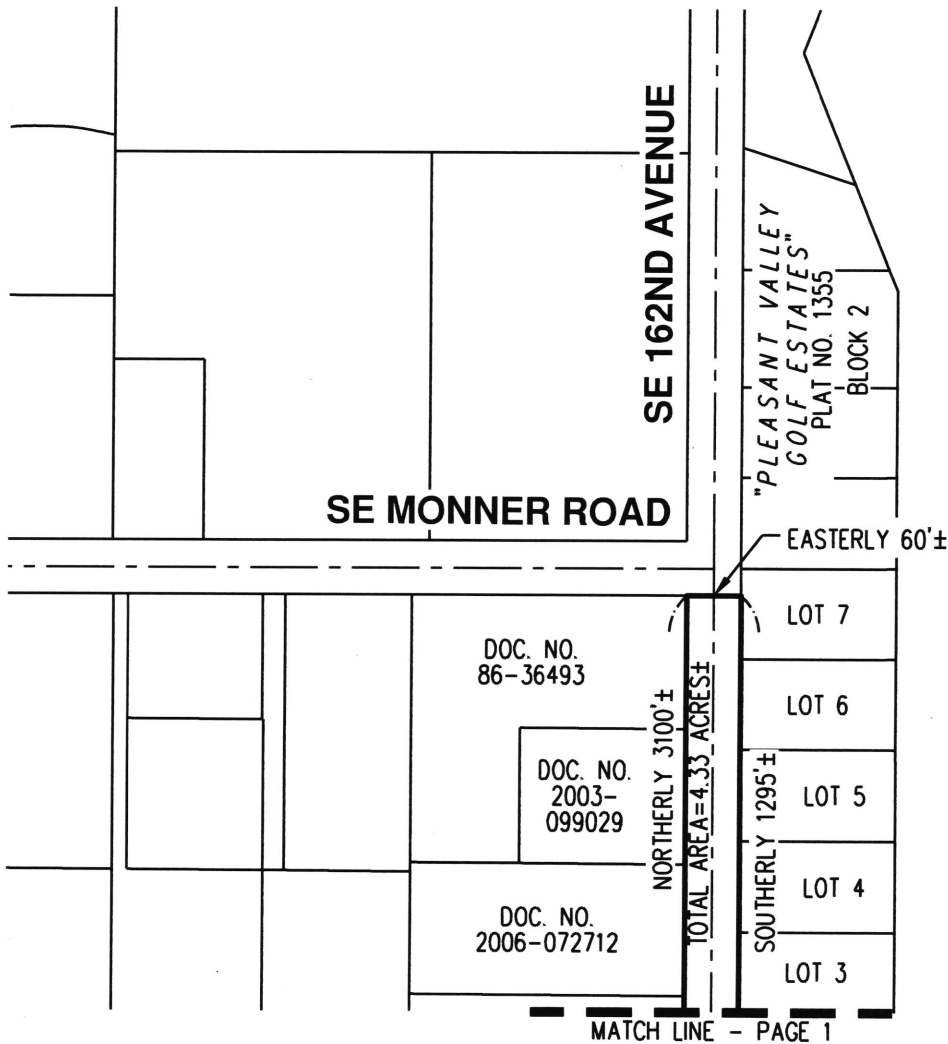


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8/3/2017

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Nick White*

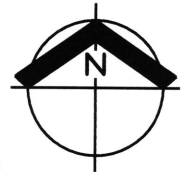
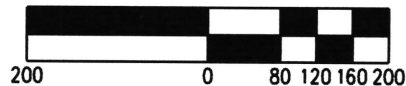
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**OFFICE OF COUNTY COUNSEL**

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

October 12, 2017

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Settlement Agreement in the case  
City of Gladstone v. Clackamas County

**Stephen L. Madkour**  
 County Counsel  
  
**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
 Assistants

<b>Purpose/Outcomes</b>	Agree to settlement terms in breach of contract lawsuit filed by the City of Gladstone.
<b>Dollar Amount and Fiscal Impact</b>	Potentially upwards to \$360,000
<b>Funding Source</b>	County General Fund
<b>Duration</b>	Settlement would be effective when signed by the parties but some terms of settlement agreement would be indefinite.
<b>Previous Board Action</b>	The Board has met on numerous occasions in executive session to discuss pending litigation.
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Build public trust through good government</li> <li>• Grow a vibrant economy</li> <li>• Build a strong infrastructure</li> <li>• Ensure safe, healthy and secure communities</li> </ul>
<b>Contact Person</b>	Stephen L. Madkour, County Counsel

**BACKGROUND:**

In August 2016, the City of Gladstone filed suit against Clackamas County. The nature of the suit was a claim of breach of contract stemming from an Intergovernmental Agreement (IGA) between the parties for the construction of a library within the City of Gladstone.

Over the course of the litigation, the parties attempted to resolve the case through the mediation process. Although that process initially was not successful, it did provide the parties with a forum to continue settlement discussions.

The settlement agreement under consideration contemplates a two-library solution, with the main library of approximately 19,000 square feet to be located in the unincorporated Oak Grove area and a smaller 6,000 square foot library located on Portland Avenue in the City of Gladstone. Both libraries will be managed and operated by Clackamas County. The two-library solution would require voter approval by the voters of the City of Gladstone. Once the settlement agreement is approved by both entities, the City would dismiss the lawsuit.



**RECOMMENDATION:**

The Office of County Counsel and Department of Business and Community Services recommends that the Board of County Commissioners approve the terms of settlement of the case *City of Gladstone v. Clackamas County* as set forth in the settlement agreement.

Respectfully submitted,

Stephen L. Madkour  
County Counsel

cc: Settlement Agreement

**SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** ("Agreement") is made by and between the City of Gladstone ("City") and Clackamas County ("County"). The Effective Date of this Agreement is the date upon which the last signature is obtained between the parties.

**RECITALS**

**WHEREAS**, in November 2008, voters in Clackamas County authorized the formation of the Library District of Clackamas County ("Library District") to provide stable funding for library services throughout Clackamas County by collecting District-wide property taxes and distributing those funds directly to library service providers;

**WHEREAS**, in August 2009, Library District entered into an intergovernmental agreement to distribute Library District tax revenue to library service providers ("Master IGA"), including the City;

**WHEREAS**, as part of the preparatory process for the formation of the Library District, County proposed a one-time contribution from the County general fund to each city providing library services in the Library District;

**WHEREAS**, in April 2011, the City and County entered into an intergovernmental agreement in which the County agreed to provide the City with a \$2.5 million capital contribution ("Capital IGA"); both the Master IGA and the Capital IGA contemplate the City constructing one new library to provide library services to City residents and residents of unincorporated Oak Lodge;

**WHEREAS**, soon thereafter, the County distributed the \$2.5 million to the City to fund a new library on Webster Road ("Webster Road Library");

**WHEREAS**, in April 2012, City electors approved two new charter provisions that require the Gladstone City Council to submit to the electors for approval any capital project that requires a bond or any project of more than \$1 million, thus requiring the Gladstone City Council to submit the plan for the Webster Road Library to the City's electorate;

**WHEREAS**, in November 2012, the City's electors rejected the Webster Road Library project and, pursuant to the County's request, City returned the \$2.5 million capital contribution to the County, less \$1 million the City previously spent developing the Webster Road Library;

**WHEREAS**, the parties agreed County would hold the remaining \$1.5 million ("Capital Contribution") in trust for the City while the City developed an alternative plan for library services for City and Oak Lodge residents;

**WHEREAS**, between November 2012 and June 2014, City and County discussed alternatives for the proposed library;

**WHEREAS**, in November 2014, City electors approved Ballot Measure 3-446 ("BM 3-446"), which authorized the construction of a 13,000 to 16,000 square foot library to be located on Portland Avenue in Gladstone between Gladstone High School and the Clackamas River;

**WHEREAS**, BM 3-446 included a prohibition against using “City/urban renewal funds” to “construct/operate” the new library;

**WHEREAS**, in February 2016, City submitted a capital plan to County and requested the County distribute the remaining \$1.5 million;

**WHEREAS**, in March 2016, County responded by asserting City’s capital plan was insufficient under the Capital IGA and providing City notice of its intent to terminate the Capital IGA in September 2016;

**WHEREAS**, in June 2016, City submitted to County a supplemental capital plan and again requested County distribute the remaining funds;

**WHEREAS**, in August 2016, County again refused to distribute the funds; and

**WHEREAS**, on August 22, 2016, City filed a breach of contract complaint against County in Clackamas County Circuit Court; County answered the complaint in September 2016 with affirmative defenses and a breach of contract counterclaim (Case No. 16CV27287, “Lawsuit”); and

**WHEREAS**, the Clackamas County Circuit Court set the case for trial on September 5, 2017;

**WHEREAS**, on June 20, 2017, the parties jointly requested a stay of further proceedings and discovery in the Lawsuit to commence settlement discussions;

**WHEREAS**, during this time, elected and administrative officials from both parties met to discuss possible solutions for library services in the Gladstone/Oak Lodge service area;

**WHEREAS**, in August 2017, the parties discussed two “Concept Options” for consideration;

**WHEREAS**, this Agreement contemplates implementing Concept Option A (defined below) in a manner that is equitable and beneficial for members of both the Gladstone and Oak Lodge library service areas such that citizens will receive the Threshold level of service called for in the Master IGA;

**WHEREAS**, proceeding with this Agreement is intended to provide a clear framework for a two library solution for both the Gladstone and Oak Lodge communities while providing robust and meaningful opportunities for public engagement and input both in the implementation of Concept Option A and the operation of both libraries contemplated thereunder going forward; and

**WHEREAS**, the parties now agree that it is in their best interest to settle the Lawsuit and work together to find a library solution in accordance with the terms of this Agreement.

**NOW, THEREFORE**, the City and County agree as follows:

**1. Dismissal of Lawsuit.**

1.1. In consideration of the promises and obligations of this Agreement, including the parties’ good faith obligation to implement Concept Option A (defined in Section 2.1 below), City will dismiss the Lawsuit within ten (10) days of its Effective Date with prejudice, without an award to any party, and with the parties bearing their own costs, expenses, disbursements and attorneys’ fees.

**2. Concept Option A.**

2.1. City and County commit to pursuing and implementing "Concept Option A" as described in this section and in Exhibit A, attached and incorporated into this Agreement. For purposes of clarity, the parties agree that Concept Option A contemplates that two new libraries will be constructed. The first would be in the City as more fully described in Section 2.2.3. The second will be located in unincorporated Clackamas County within the Oak Lodge library service area with a specific site to be determined after appropriate public input pursuant to Section 3.3. Both libraries will be jointly operated by Clackamas County in a collective manner to realize efficiencies and best provide library services to their collective patrons. Revenues distributed from the Library District for both the Gladstone and Oak Lodge service areas, including prior reserves, may be used to implement Concept Option A upon successful completion of the City obligations outlined in Section 2.2 and County obligations outlined in Section 2.3. Going forward, revenue generated by the Library District for both service areas will be distributed to Clackamas County and combined with the City contribution under Section 2.2.1 for the express purpose of supporting Concept Option A and the operation of the two library facilities for the benefit of their patrons.

**2.2. City Obligations:**

- 2.2.1. City Measure. City will submit a measure to its electors for the May 2018 primary election to authorize a roughly 6,000 square foot library located in Gladstone ("City Measure"). The measure will also specify that City will contribute approximately \$200,000 per fiscal year of general fund revenue, with increases indexed to the annual rate of increase of the City's property tax revenue, to fund operating costs of Concept Option A.
- 2.2.2. Amendments. City agrees to effectuate and support any amendments to the Capital IGA, the Master IGA, or the Master Order necessary to accomplish Concept Option A.
- 2.2.3. City Property. City acknowledges that one of the key premises of Concept Option A is that land currently owned by the City (the "City Parcel") will be made available as a location to construct a new 6,000 square foot library in the City. The City Parcel is the current location of Gladstone city hall, which will be made available after relocation of said city hall. The City agrees to make the City Parcel or, in its sole discretion, a similarly sized and located parcel of land available to the County for construction of the planned library at a rate of \$1 per year leasehold interest for a period at least as long as any debt associated with implementation of Concept Option A.

**2.3. County Obligations:**

- 2.3.1. Amendments. County agrees to effectuate and support any amendments to the Master Order, Capital IGA and the Master IGA necessary to accomplish Concept Option A.
- 2.3.2. County Measure. If an election is required to effectuate any amendments to the Master Order, Capital IGA or the Master IGA, the County will submit a measure to voters ("County Measure") for the May 2018 election.
- 2.3.3. No Other Entities. The City and County acknowledge that they are the only parties to this Agreement, and that they are not committing on behalf of any other entities with respect to the subject matter hereof. Specifically, the County is not committing to any particular course of action on behalf of North Clackamas Parks and Recreation District, for which it serves as the governing body, by agreeing to Concept Option A specifically or this Agreement generally.

**3. Timeframes.**

- 3.1. Measures. Both parties agree to submit any necessary measure to the County Election Official no later than the final submission date for local governments to file the ballot title with the County Election Official for the May 2018 election.
- 3.2. Amendments. Both parties agree that any necessary amendments to the Master Order, Capital IGA and the Master IGA will occur no later than six (6) months after the County Elections Office certifies the elections results for the May 2018 election.
- 3.3 Public Involvement.
  - 3.3.1. The parties acknowledge that Concept Option A is a general strategy that has many details to be determined. The parties commit to a robust and transparent public engagement process to allow input on such details, including but not limited to location of the two libraries, size, level of services anticipated, and other issues and amenities as may be of interest to the public. This involvement will specifically include the Oak Lodge Board of Trustees, the Gladstone Library Board, and the Library District Advisory Board, whom each shall have the specific opportunity to provide input on the implementation of Concept Option A and, if desired, enhanced delivery through some degree of additional funding as suggested under Concept Option B. The parties agree to share such public input with each other in coordinating the delivery of the best possible library services to the citizens in the Oak Lodge/Gladstone service areas.
  - 3.3.2. With respect to City, the location and size of the library may only deviate from the location and size described in Section 2.2.3 of this Agreement if the City, in its sole discretion, provides to County a parcel of land similar in size and location to the City Parcel and decides, in its sole discretion, to allow a library facility in the City to be less than 6000 square feet.

**4. Contingencies.**

- 4.1. Failure to Submit County Measure. If County fails to submit County Measure, or fails to use the appropriate procedure to submit County Measure, to the electors within the timeframe specified above, County will pay City a lump sum of three hundred sixty thousand dollars and no cents (\$360,000.00) by March 31, 2018 for the City to use for library purposes.
- 4.2. County Measure Fails. If County Measure fails, County will pay City a lump sum of three hundred sixty thousand dollars and no cents (\$360,000.00) within thirty (30) days of the County Election's Official certifying the election results for the City to use for library purposes.
- 4.3. Failure to Submit City Measure or City Measure Fails. If City fails to submit City Measure to the electors within the timeframe specified above or if City Measure fails, City is not entitled to any lump sum payment from County; however, City's current service population, including the residents in the unincorporated area currently within City's service population, will continued to be served by City and City will continue to receive District revenue as specified in the Master IGA.
- 4.4. Master IGA. If County Measure is approved and County determines the Master IGA must be amended to effectuate Concept Option A and the parties to the Master IGA fail to amend it within six (6) months of County Elections Office certifying the election results, County will pay City a lump sum of three hundred sixty thousand dollars and no cents (\$360,000.00) for the City to use for library purposes within thirty (30) days of a written demand from City.

**5. Capital Contribution.**

- 5.1. In Trust. County agrees to continue holding the Capital Contribution in trust until such time as County uses the funds to effectuate Concept Option A. However, if any contingency under Section 4 of this Agreement occurs and triggers an obligation for the County to pay City, the County will pay the City three hundred sixty thousand dollars and no cents (\$360,000.00) as

described in Section 4 above. Full implementation of Concept Option A, an expanded service plan including a variation as described in Section 5.2 below, City's non-performance under Section 4.3, or payment to the City of three hundred sixty thousand dollars and no cents (\$360,000.00) as required by any of Sections 4.1, 4.2, or 4.4 above shall be considered satisfaction of the terms of this Agreement and further will remove the restrictions on funds pursuant to this Section 5.1.

5.2 Additional Capital. The parties agree that nothing in this Agreement shall be understood or interpreted to prevent or restrict either party from choosing to enhance either of the two capital facilities anticipated under Concept Option A, up to and including the proposal or inclusion of capital dollars from or through additional service districts and/or general obligation bonds such as discussed under Concept Option B or otherwise, such as a local improvement district. To the extent there are additional capital contributions to either the City library facility or the unincorporated area library facility, such contributions shall not result in a reduction of or substitute for funds allocated under Concept Option A but rather be supplemental thereto. Capital contributions in addition to the amounts described in Concept Option A are the sole responsibility of the party seeking additional capital contributions.

**6. Release of Claims.**

6.1. Conditioned on the full satisfaction of the City's and County's obligations under this Agreement, each party releases the other from any and all claims it might otherwise have against the other relative to the Master IGA, Capital IGA or the Capital Contribution including, without limitation, any and all claims for principal, interest, fines, penalties, delinquency charges, or other amounts due.

**7. General Provisions.**

7.1. No Third-Party Rights. There are no third-party beneficiaries of this Agreement and nothing in this Agreement is intended to offer or confer any rights or remedies under or by reason of this Agreement on any person(s) other than the parties to it.

7.2. Entire Agreement. This Agreement constitutes the entire agreement and understanding concerning the subject matter hereof between the parties, and supersedes and replaces all prior communications, negotiations, representations, proposed agreements and agreements, whether written or oral.

7.3. Authority. Each party executing this Agreement represents and warrants that (a) it has obtained all necessary consents and approvals prior to its execution; and (b) that it has not assigned or transferred, or purported to assign or transfer, to any other person or entity any of the rights or obligations contained within this Agreement.

7.4. Successors. The terms of this Agreement are binding upon and inure to the benefit of the parties and the past and present agents, servants, officers, directors, employees, trustees, representatives, shareholders, parent and subsidiary corporations, successors, heirs, administrators, insurers, and assigns of each.

7.5. Severability. If any provision of this Agreement is deemed unlawful or unenforceable, such provision is fully severable, and the remainder of this Agreement remains in full force and effect.

7.6. Modifications and Amendments. This Agreement may not be altered, modified, or amended without the approval of each party's governing body and the express written consent of both parties.

7.7. No Waiver. Any failure by any party to enforce any provision of this Agreement, or to require at any time performance by the other party of any of the provisions hereof during the pendency of this Agreement, will in no way affect the validity of this Agreement, nor any part

hereof, and will not be deemed a waiver of the rights of any party hereinafter to enforce any and each such provision.

- 7.8. Photocopies Effective As Original. The executing parties agree that a photocopy, facsimile copy, or other signed copy of this Agreement is as effective as the original.
- 7.9. Counterparts. This Agreement may be signed in counterparts with the same force and effect as if all signatures were collected on the same original.
- 7.10. Costs and Expenses. Each party agrees to bear its own costs, expenses and attorney's fees relating to the Lawsuit.
- 7.11. Further Assurances. The parties agree to cooperate fully and execute any further documents, and take any further actions, as may be reasonable and necessary in order to carry out the purpose and intent of this Agreement.
- 7.12. Headings and Titles. Section headings and titles are organizational aids, and, as such, may not be used to interpret this Agreement or the language of any of the provisions herein to the extent that they contradict any of the more specific provisions of the paragraphs herein.
- 7.13. Construction. This Agreement will not be construed against its drafter, but rather will be construed as if both parties drafted it.

***[SIGNATURES ON FOLLOWING PAGE]***

DRAFT v4

**SIGNED:**

**FOR CLACKAMAS COUNTY**

Dated \_\_\_\_\_, 2017

By: \_\_\_\_\_  
Jim Bernard, Chair

**FOR CITY OF GLADSTONE**

Dated: \_\_\_\_\_, 2017

By: \_\_\_\_\_  
Tamara Stempel, Mayor

Attachment – Concept Options A & B



<b>CONCEPT OPTION A - JOINT GLADSTONE/OAK LODGE LIBRARY OPERATION</b> <b>(one service area with uniform services) – debt paid from operating cash and use of \$3.5 reserves</b>		
	<b>Oak Lodge</b>	<b>Gladstone</b>
Population	38,998	11,505
Building Square Feet (.5 per capita)	19,500	6,000 (rounded up)
Estimated Building Cost @ \$300/Square Foot	\$5.9 Million	\$1.8 Million
Estimated Annual Debt – \$4.2 Million Bond Issuance	\$310,000 20 year bond (to be paid from operating revenue) 3.5% Interest Rate	
Revenue Bond Rate	No impact to citizens (debt paid from operating cash)	
Annual Operating Revenue –	\$1,281,502 – Oak Lodge \$700,159 – Gladstone <u>\$200,000</u> – Gladstone General Fund	
Per Capita <b>before debt</b> = \$43.20	<b>\$2,181,661</b>	
Per Capita <b>after debt</b> = \$37.06	(\$310,000) – Annual Debt <b>\$1,871,661</b> Operating Revenue for both facilities	

Assumptions:

- Build two new Libraries
  - Gladstone
  - Oak Lodge
- **Change Master Order - \$3.5 Million Reserve to be used for capital construction**
- **\$4.2 Revenue Bond** – capital construction
- No change in service boundary
- IGA for County to manage operations of both facilities
  - More efficient operations; staff sharing; economies of scale
  - Need to forecast operating costs of jointly running both libraries
  - Gladstone employees to become County employees?
- Joint construction of both buildings
  - IGA for construction/ownership/citizen involvement
  - Use of same contractor
  - Use of same Design/Landscape Architect firm
- Communication Plan/PGA to assist
  - Citizens
  - OL Library Advisory Group
  - Gladstone Advisory Group
- Gladstone – Measure to repeal current GF restrictions

**CONCEPT OPTION B- JOINT GLADSTONE/OAK LODGE LIBRARY OPERATION**  
**(one service area with uniform services) – debt paid via GO Bond & Capital District Formation**

	Oak Lodge	Gladstone
Population	38,998	11,505
Building Square Feet (.5 per capita)	19,500	6,000 (rounded up)
Estimated Building Cost @ \$300/Square Foot	\$5.9 Million	\$1.8 Million
Estimated Annual Debt – <b>\$6.7 Million GO Bond Issuance</b>	\$500,000 20 year bond 3.5% Interest Rate	
GO Bond Rate	.13 cents per \$1,000 AV (\$39 per year for house with AV of \$300,000)	
Annual Operating Revenue –	\$1,281,502 – Oak Lodge \$700,159 – Gladstone \$200,000 – Gladstone General Fund	
Per Capita <b>before debt = \$43.20</b>	<b>\$2,181,661 = Annual Operating Revenue</b>	

Assumptions:

- **Create Capital District** to construct two new facilities
  - Gladstone
  - Oak Lodge
- PGA to manage **joint County/Gladstone Campaign** to create new Capital District
  - Uniform rate/8/10/2017 11:18 AM County Counsel to assist with legal requirements
- **County to issue GO Bond** and manage payment of debt
  - **\$6.7 GO Bond** – capital construction
  - **GO Rate estimate at .13** per thousand of AV
  - **\$39 per year** for house with AV of \$300,000
- Joint construction of both buildings
  - IGA for construction/ownership/citizen involvement
  - Use of same Contractor/Design/Landscape Architect firm
- **No change to Master Order** – use \$1 Million for capital
- No change in service boundary
- IGA for County to manage operations of both facilities
  - More efficient operations; staff sharing; economies of scale
  - Need to forecast operating costs of jointly running both libraries
  - Gladstone employees to become County employees?
- Communication Plan/PGA to assist
  - Citizens/OL Library Advisory Group/Gladstone Advisory Group
- Gladstone – Measure to repeal current GF restrictions

October 12, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of a Funding Agreement with the United Way of the Columbia-Willamette for the  
Blueprint for Healthy Clackamas

<b>Purpose/Outcomes</b>	United Way is partnering with Clackamas County Public Health Division to re-grant funds to community-based organizations as community implementation grants in association with the Blueprint for a Healthy Clackamas County
<b>Dollar Amount and Fiscal Impact</b>	The Maximum Agreement value is \$40,000.
<b>Funding Source</b>	Funding provided by United Way of the Columbia-Willamette
<b>Duration</b>	Effective July 01, 2017 through December 31, 2018
<b>Previous Board Action</b>	No previous Board action taken.
<b>Strategic Plan Alignment</b>	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Dawn Emerick, Public Health Director – (503) 655-8479
<b>Contract No.</b>	8507

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of funding Agreement with the United Way of the Columbia-Willamette. This Agreement provides funding that will allow CCPHD to re-grant funds to community-based organizations as community implementation grants in association with the Blueprint for Healthy Clackamas,

This contract is effective July 1, 2017 through December 31, 2018. This Agreement has been reviewed by County Counsel on September 27, 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

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**County Collaborations & Networks  
2017 - 2018  
FUNDING AGREEMENT  
Clackamas County Contract # 8507  
Between**

**Clackamas County, by and through its Health, Housing and Human  
Services Department, Public Health Division**

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**(Hereinafter referred to as the “Agency”)**

**and**

**United Way of the Columbia-Willamette**

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**(Hereinafter referred to as UWCW)**

**(UWCW and Agency are collectively referred to as the “Parties”)**

This Funding Agreement (referred to as “Agreement”) confirms that the governing and executive leadership of the Agency have received notification of an allocation starting July 1, 2017, and ending December 31, 2018 (referred to as the “Funding Period”) in the amount of **\$40,000**. This agreement supports the partnership between UWCW and Agency who hereby acknowledges and agrees that it is responsible for compliance with any written condition(s) relating to the funding allocation provided by UWCW.

This Agreement is entered into on the basis of the Parties’ mutual commitment to the community, and to ensure the continued performance of the obligations of both Parties. These obligations include, but are not limited to, the following:

**UWCW COMMITMENT:**

- Monitor compliance with the mutually-agreed upon activities
- Provide technical assistance and support to Agency to comply with the terms of the Agreement
- Support the development of ongoing equity work within the collaborative
- **Participation in Public Health Grant Decision-making**
- Provide timely payment of the agreed-upon funding amount to Agency for the duration of this Agreement, or for as long as the terms of this Agreement are maintained
  - Lump sum payment of \$40k
- Support Agency through UWCW’s marketing and communications materials, including mention of the partnership on the UWCW web site and in other appropriate materials

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**AGENCY COMMITMENT:**

- 1) Provide notification, in writing, of any changes in Board of Directors' Roster, change in Executive Director (or executive decision maker) or Funding Agreement to UWCW Grant Liaison within 30 days of any change.

Reporting considerations

- The UWCW Grant Liaison may require further clarification and/or revisions to the year-end report after review. Agency agrees to provide the requested clarification and/or revisions within 10 business days of the request for clarification and/or revisions by the UWCW Grant Liaison.
- The UWCW Grant Liaison may ask for additional "check-in" reports or periodic status reports at any time during the funded year, and will communicate individually with Agency regarding due dates of any additional reports. Agency agrees to provide any additional requested reports by the due date set by UWCW.
- In some cases, UWCW may request individual-level data from Agency in order to conduct further analysis. Unless otherwise agreed, Agency may take the necessary steps to ensure the privacy rights of its clients are protected.

Reporting extensions: If Agency expects that it will fail to meet a reporting deadline, Agency may request an extension. The request must be in writing and submitted to the UWCW Grant Liaison at least 5 days in advance of the deadline. Any such extension request must state the reason for the request and the requested length of time for the extension. The decision to grant the extension will be solely within the discretion of the UWCW Grant Liaison.

- 2) Agreement on Scope of Work as stated in **Addendum A**.
- 3) Agreement on UWCW's marketing , fundraising policy, financials and budget guidelines

Marketing Expectations

County agrees to request that sub-grantees will complete the following marketing expectations:

- Consider participation in corporate volunteer opportunities offered by United Way's Hands-On Portland team (i.e. Comcast Cares Day, Timbers Stand Together Week).
- Help publicize United Way of the Columbia-Willamette Breaking the Cycle of Childhood Poverty events, campaigns or communications.
- Participate in other co-marketing activities, including but not limited to:
  - Display of the "United Way of the Columbia-Willamette – United for Impact Community Partner" logo on Partner's website.
  - Display the "United Way of the Columbia-Willamette – United for Impact Community Partner" logo / signage at Agency's place of business.
  - Acknowledgment of United Way of the Columbia-Willamette in Agency's annual report and/or any other documentation including programs, brochures, newsletters, PSAs, mailings, etc. to your constituents where donors are listed.
- Providing United Way with proof of written statements or graphics mentioning United Way of the Columbia-Willamette to United Way for approval before printing / posting, ensuring adherence to United Way of the Columbia-Willamette's branding standards and messaging.
- If applicable, providing tours to United Way of the Columbia-Willamette staff, donors, partners and/or volunteers as requested and agreed upon.

- If requested and applicable, support United Way efforts by identifying speakers for United Way of the Columbia-Willamette events.

Fundraising Policy

Use of funds: UWCW acknowledges that it is accountable to its donors and to its Board of Directors, which approves funding, for the use of Community Impact funds. Agency’s execution of this Agreement with UWCW creates a legal duty on the part of Agency to use the funds in accordance with the terms and the conditions of the Agreement and the agreed-upon Addendums attached.

Financials

United Way has a particular responsibility to be good stewards of the dollars donated. As such, all funded community agencies are required to submit reports on agency information and compliance. Annual reporting as set out in Addendum A.

1. 990 as required by law

Budget Guidelines

Agency agrees to submit grant budget through UW grant portal that provides information on expected expenditures. Agencies must provide Grant Spending narrative at mid-year and end of year Final expenditures under this contract must reflect the total contract amount.

**GENERAL TERMS AND CONDITIONS**

Anti-discrimination policy

Agency agrees to adhere to the anti-discrimination policy (ies) submitted to UWCW that demonstrate(s) that Agency does not discriminate in its staff, board, volunteers, volunteer committees, or recipients of services on the basis of a person’s race, religion, sex, sexual orientation, age, national origin, ancestry, marital status, veteran status, or mental, sensory, or physical disability, or any other status governed by applicable law.

This requirement shall apply, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Agency also agrees to abide by state and federal laws applicable to accommodation and non-discrimination regarding disabilities.

The Agreement may be cancelled by either party upon written notice giving no less than 90 days prior to the effective date of termination.

**SIGNATURES**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Keith Thomajan  
United Way President/CEO

\_\_\_\_\_  
Date

**Addendum A:  
Scope of Work and Reporting  
Clackamas County- Blueprint for a Healthy Clackamas County 2017-2018**

The goal of investment in implementation grants to support the Blueprint for Healthy Clackamas is to support the mission of improving community and public health outcomes in Clackamas County through partnership with community-based organizations, authentic community engagement, and the use of an equity lens in the continued development of this work.

***Scope of Work:***

- 1) Clackamas County Public Health Department will re-grant funds to community-based organizations as community implementation grants in association with the Blueprint for Healthy Clackamas. United Way staff will support this process in ways to be determined in the future.
- 2) Clackamas County will include United Way leadership in any public announcement of this grant.
- 3) Clackamas County PH will complete a report identifying how funding was distributed as well as key work accomplished through this initiative.

October 12, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Oregon Health & Science University for training staff and equipment for the Emergency Medical Services annual training event

<b>Purpose/Outcomes</b>	Provide staff and equipment to run training simulations for the Emergency Medical Services team.
<b>Dollar Amount and Fiscal Impact</b>	The Maximum Agreement value is \$8,480.
<b>Funding Source</b>	Ambulance Cost Savings enhancement fees – No County General Funds are involved.
<b>Duration</b>	Effective upon signature through November 30, 2017
<b>Previous Board Action</b>	No previous Board action taken.
<b>Strategic Plan Alignment</b>	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Dawn Emerick, Public Health Director – (503) 655-8479
<b>Contract No.</b>	8522

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with Oregon Health & Science University. The Emergency Medical Services Preparedness team engage in annual training using simulated emergencies that first responders across Clackamas County may face. This Agreement is for staff and equipment that allows first responders to practice techniques, communication, and team work to maximize their ability to save lives.

This contract is effective upon signature through November 30, 2017. This Agreement has been reviewed by County Counsel on October 3, 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



**OREGON HEALTH & SCIENCE UNIVERSITY  
SHORT FORM SALE OF SERVICE**

This is a Contract between Oregon Health & Science University, an Oregon statutory public corporation, (OHSU), and Clackamas County Public Health Division (ENTITY).

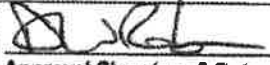
<b>SCOPE OF WORK</b>	<p>OUTLINE IN DETAIL THE SCOPE OF WORK TO BE PERFORMED. BE SPECIFIC AND DETAILED. NAME OF INDIVIDUAL PERFORMING WORK. INCLUDE TITLE, DEPARTMENT, MAIL CODE, PHONE, FAX &amp; EMAIL</p> <p>OHSU Responsibilities: OHSU Simulation charges \$8,480.00 for a total of 12 half day simulations to take place October 2017. (See signed quote for details itemized). Designated SimOps Specialists will be present at each session to run simulation equipment and technology along with assisting with the flow of the scenarios as needed. Trenell Croskey will oversee this project is operationalized in the department being the daily point of contact: 503-494-0003, croskeyt@ohsu.edu Individual Responsibilities: Clackamas County Public Health Division will coordinate participant registration for each session and will provide scenarios and disposable supplies/training kits for simulations. This agreement includes delivery and pick up of needed equipment.</p> <p><b>NO OTHER LEGAL TERMS AND/OR CONDITIONS WILL BE ACCEPTED. IF TERMS OTHER THAN THOSE RELATED TO THE SCOPE OF WORK AND COMPENSATION ARE INCLUDED ABOVE, THIS CONTRACT WILL BE NULL AND VOID.</b></p> <p><b>SERVICES TO BE PROVIDED AT: (IDENTIFY LOCATION) Clackamas County Training – Oregon City</b></p>	
<b>TERM OF CONTRACT</b>	<p>This Contract will be effective upon the date of the last signature and will continue until November 30, 2017. (Work cannot begin prior to the signature of the ENTITY's signature on this Contract.)</p> <p>This Contract may be terminated at any time by mutual consent of both Parties or by either Party, at its discretion, upon thirty (30) days written notice.</p>	
<b>COMPENSATION &amp; CONSIDERATION</b>	<p>OHSU will be reimbursed as follows:</p> <p>The rate of pay shall be \$ 8,480.00 (which is: <input type="checkbox"/> hourly <input type="checkbox"/> flat fee <input checked="" type="checkbox"/> other _____).</p> <p>Payment includes (if applicable): <input type="checkbox"/> Travel Related Expenses <input type="checkbox"/> Other Expenses _____ <input type="checkbox"/> Other _____</p> <p>Upon receipt of invoice from OHSU, ENTITY will reimburse OHSU within thirty (30) days. Interest on any overdue payment or amount shall accrue as of the 31st day at no more than 15% <input checked="" type="checkbox"/> Check if applicable</p>	
<p><b>All Notices should be sent to the following individuals for each party.</b></p>		
<b>ENTITY CONTACT INFORMATION</b>	<b>ENTITY DEPARTMENT</b>	<b>ENTITY CONTRACTING &amp; NOTICES ADDRESS</b>
<b>Invoice Mailing Address</b>	<p>Philip Mason, MPH Public Health Program Manager 2051 Kaen Rd., Suite 367 Oregon City, OR 97045 503-742-5956 (direct line) 503-944-9144 (cell) PMason@co.clackamas.or.us</p>	
<b>OHSU CONTACT INFORMATION</b>	<b>OHSU DEPARTMENT</b>	<b>OHSU CONTRACTING &amp; NOTICES ADDRESS</b>
<b>Name:</b>	Jesika S Gavilanes	Debbie Goss
<b>Title:</b>	Director of Operations	Contract Coordinator
<b>Mailing address:</b>	Mark Richardson Interprofessional Simulation Center	Contracting Services Group, MC104

(Include mail code)  <b>Phone:</b> <b>Fax:</b> <b>Email:</b>	2730 SW Moody Ave Mailcode: CL4SC Portland, OR. 97201-5042 503-346-4590 gavilane@ohsu.edu	Oregon Health & Science University 3930 SW Macadam Ave Portland, OR 97239 503-494-4768 503-494-6937 goss@ohsu.edu	
<b>PAYMENT REMITTANCE</b> Payments will be made payable to "OHSU" and mailed to this address.	Jesika S Gavilanes Director of Operations Mark Richardson Interprofessional Simulation Center 2730 SW Moody Ave; Mailcode: CL4SC Portland, OR. 97201-5042	<b>OHSU TAX IDENTIFICATION NUMBER</b>	

**CONTRACT TERMS OF SERVICE: THIS CONTRACT AND ALL ITS EXHIBITS, SCHEDULES, AND DOCUMENTS ATTACHED, ARE SUBJECT TO OHSU'S SALE OF SERVICE TERMS OF SERVICE, WHICH BY THIS REFERENCE ARE INCORPORATED AS ATTACHMENT A TO THIS CONTRACT.**

**CONFLICTING PROVISIONS:** This Contract, the Sale of Service Terms of Service, and all of the exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provisions in any attachment conflict with the provisions of this Contract, then this Contract shall control, and such conflicting provision shall be deemed removed and replaced with the governing provision herein. OHSU shall not accept ENTITY Purchase Orders as a legally binding contract. No other Terms and/or Conditions will be accepted.

**OHSU DEPARTMENT APPROVAL:** By signature below, the OHSU Department approves and agrees to provide the services as outlined in the Scope of Work under this Contract.

<b>OHSU DEPARTMENT APPROVAL</b>	David Robinson		9/29/17
		Approval Signature & Date:	

By the signature below, ENTITY agrees to the Terms of Service outline in this Contract.

Clackamas County

Signing on Behalf of the Board:

Name: Richard Swift, Director DATE  
 Title: Health, Housing & Human Service Department

Name DATE  
 Title

OREGON HEALTH & SCIENCE UNIVERSITY

APPROVED AS TO FORM

[END]

**ATTACHMENT A**  
**OREGON HEALTH & SCIENCE UNIVERSITY**  
**SALE OF SERVICE**  
**TERMS OF SERVICE**

The services offered by OHSU are contingent on ENTITY's agreement with all of the terms of service outlined below. ENTITY and OHSU shall be referenced herein as a "Party," individually, and the "Parties," collectively. In the event the Terms conflict with a signed agreement, for the same services that ENTITY has with OHSU, the terms of the signed agreement prevail.

**1. REPRESENTATIONS AND WARRANTIES:** During the Term of this Contract, each party represents and warrants that (a) it validly exists and is authorized to transact business in the State of Oregon and (b) this Contract shall be a valid and binding obligation of the party enforceable in accordance with its terms.

OHSU's services provided to ENTITY ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, INCLUDING ACCURACY OR THAT SERVICES WILL BE PROVIDED ERROR-FREE.

In no respect shall OHSU incur any liability for any damages, including, but limited to, direct, indirect, special, or consequential damages arising out of, resulting from, or any way connected to the use of the OHSU's services, whether or not based upon warranty, contract, tort, or otherwise; whether or not injury was sustained by persons or property or otherwise; and whether or not loss was sustained from, or arose out of, the results of, the report, or any services that may be provided by OHSU pursuant to this Contract.

**2. COMPLIANCE WITH APPLICABLE LAW:** The Parties agree to comply with all federal, state, county and local laws, ordinances and regulations applicable to the work to be performed by OHSU. ENTITY acknowledges that OHSU is a public corporation and is subject to the Oregon Public Records Law (ORS 192) and the provisions and limitations of the Oregon Tort Claims Act ORS 30.260 through 30.300 for tort liability, including personal injury and property damage.

**3. DISPUTE RESOLUTION:** ENTITY and OHSU agree to first enter into negotiations to resolve any controversy, claim or dispute ("dispute") arising under or related to the Agreement. The Parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If good faith negotiations are unsuccessful, then such dispute will be mediated by a mutually-acceptable mediator to be chosen by the Parties within fifteen (15) business days after written notice by one of the Parties demanding mediation. Neither Party may unreasonably withhold consent to the selection of the mediator. The Parties agree to share the cost of the mediation equally. Such mediation will take place in Portland, Oregon. If the dispute cannot be resolved by the Parties through negotiation or mediation within forty-five (45) days of the date of the initial demand for mediation by one of the Parties, then either Party may seek resolution of the dispute as allowed by law.

**4. FORCE MAJEURE:** Neither Party shall be held responsible for delay or default caused by fire, riot, strike, acts of God or war which is beyond the affected Party's reasonable control.

**5. GOVERNING LAW:** THE AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON. ANY CLAIM, ACTION, OR SUIT BETWEEN ENTITY AND OHSU THAT ARISES OUT OF OR RELATES TO PERFORMANCE OF THE AGREEMENT SHALL BE BROUGHT AND CONDUCTED SOLELY AND EXCLUSIVELY WITHIN THE CIRCUIT COURT FOR MULTNOMAH COUNTY, OREGON. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIM, ACTION OR SUIT MAY BE BROUGHT ONLY IN A FEDERAL FORUM, IT SHALL BE BROUGHT AND CONDUCTED SOLELY AND EXCLUSIVELY WITHIN THE UNITED STATES DISTRICT COURT OF OREGON. ENTITY HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**6. MUTUAL RESPONSIBILITY:** Except as otherwise limited by Oregon law, each Party will be responsible for its tortious acts and those of its officers, employees or agents.

**7. NO REQUIREMENTS OR INDUCEMENTS TO REFER:** It is not the purpose of this Agreement to induce the referral of patients. The Parties acknowledge and agree that there is no requirement under this Contract or any other agreement or arrangement between the Parties that either Party refer any patient to the other Party for products or services. The Parties acknowledge and agree that no payment under this Contract is in return for the referral of patients or for the purchasing, leasing or ordering of any products or supplies. The terms and conditions of this Contract represent the result of arms-length negotiations between unaffiliated parties and no terms or payments have been determined in a manner which takes into account the volume or value or business generated or to be generated between the Parties. The Parties acknowledge and agree that the relationship and arrangement between the Parties does not involve the counseling or promotion of a business arrangement or other activity that violates any federal, state or local law, including but not limited to state and federal anti-kickback laws and laws relating to physician self-referrals,

and the activities to be performed under this Contract do not and shall not exceed those that are reasonably necessary to accomplish the commercially reasonable business purposes and the legitimate educational/research purposes of this Contract.

**8. PUBLICITY:** No Party shall advertise, market or use other promotional efforts that include any data, pictures or other representations of the other Party, including any object which the other Party considers a service mark, trademark or landmark of that Party, without the prior written permission of an authorized representative of the other Party.

**9. THIRD PARTY BENEFICIARIES:** ENTITY and OHSU are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, directly or indirectly, to third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Contract.

**10. WAIVER:** The failure of OHSU to enforce any provision of the Contract shall not constitute a waiver by OHSU of that or any other provision.

**11. USE OF OHSU STAFF AND FACILITY:** If applicable to the Scope of Work, when ENTITY and its employees or agents on OHSU's Campus or Facilities, ENTITY shall comply with all applicable OHSU policies, including but not limited to, parking on OHSU Campus, requirements regarding background, criminal history checks, and complete any training required by OHSU. OHSU shall have no responsibility for the loss, theft, disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of ENTITY or its employees, subcontractors, or agents that may be stored, or located on OHSU premises.

**12. INTELLECTUAL PROPERTY RIGHTS:** OHSU employees providing services under this Contract, are employees of Oregon Health & Science University and has responsibilities and research projects resulting from his/her activities as such an employee. Notwithstanding any other provisions in this Contract, ENTITY shall not have any rights to any work product, intellectual property and/or other works or materials created by OHSU employees as a result of employment with Oregon Health & Science University.

[END TERMS]

**OHSU Simulation in CLSB**  
 2730 SW Moody Ave.  
 Portland, OR. 97201



Simulation at OHSU

Email: [Simulation@ohsu.edu](mailto:Simulation@ohsu.edu)  
 Phone 503-346-4671  
 Fax: 503-346-8132

QUOTE #: CLSB – CLACKAMAS COUNTY TRAINING \_ 10.2017  
 DATE: 9/20/2017

**QUOTE SENT TO**

**EVENT INFORMATION**

**NAME: CRAIG WARDEN**

**EVENT NAME: CLACKAMAS COUNTY TRAINING**

**EMAIL: WARDENC@OHSU.EDU**

**EVENT DATE: OCT. (17,18,19,24,25,26) 2017**

**DATE QUOTE WAS SENT: 9/20/17**

DESCRIPTION	HOURS/QUANTITY	RATE	AMOUNT
Simulation sessions - 2 simulation technicians - 2 manikins (adult male & pediatric) w/ patient monitoring - Offsite training location	12 half day sessions	\$690.00 per half day	\$8,280.00
Transportation & Delivery - Delivery to training site on 10/17/17 - Pick up from training site on 10/19/17 - Delivery to training site on 10/24/17 - Pick up from training site on 10/26/17	4 one way trips	\$50.00 per one way trip	\$200.00
<b>TOTAL</b>			<b>\$8,480.00</b>

I have reviewed the quote and agree to basic charge structure associated with this event:

Till Smith Fiscal Contact Name (print)      [Signature] Signature      9/28/17 Date

Fiscal Contact/Billing Information: Please provide the contact information for where you would like the final invoice to be sent.

Name: Philip Mason  
 Title: Public Health Program Manager  
 Email: PMason@co.clackamas.or.us  
 Mailing Address: 2051 Kaen Rd., Suite 367, Oregon City, OR 97045

~ THANK YOU FOR YOUR BUSINESS ~

October 12, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval for an Intergovernmental Grant Agreement with the State of Oregon  
Criminal Justice Commission (CJC)  
to continue providing Adult Drug Court (ADC) services.

<b>Purpose/Outcomes</b>	Provide treatment as an alternative criminal justice sentence for individuals living with mental illness, substance use disorders and co-occurring disorders
<b>Dollar Amount</b>	ADC Grant award of \$295,650.
<b>Funding Source</b>	No County General Funds are involved. State approved Grant.
<b>Duration</b>	Effective July 1, 2017 – June 30 2019
<b>Previous Board Action</b>	#022317 – A4 – Board approved the Request to Apply for the Grant
<b>Strategic Plan Alignment</b>	1. To provide specialty behavioral health services to clients with mental health or substance use disorders. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Deborah Cockrell, Health Centers Director – 503-742-5495
<b>Contract No.</b>	8475

**BACKGROUND:**

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

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

The maximum contract value is \$295,650. This agreement is effective July 1, 2017 and expires on June 30, 2019. We received the Agreement after July 1, 2017 from the State. County Counsel reviewed this Agreement on 10/2/17.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

CRIMINAL JUSTICE COMMISSION  
SPECIALTY COURT GRANT PROGRAM  
GRANT AGREEMENT

885 Summer Street NE  
Salem, OR 97301

#8475

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as “CJC,” and **County of Clackamas, by and through its Clackamas Health Centers**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.” This Agreement shall become effective on the later of July 1, 2017 or the date when this Agreement is fully executed and approved as required by applicable law.

1. **Grant.** In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$295,650.00** (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibits A and B (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

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:	<b>Project Description and Budget</b>
Exhibit B:	<b>Project Goals and Objectives</b>
Exhibit C:	<b>Subagreement Insurance Requirements</b>

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: this Agreement without Exhibits; Exhibit A; Exhibit C; Exhibit B.

3. **Reports.** Grantee shall submit the reports required by this section.

a. **Progress Reports.** Grantee shall submit to CJC reports each quarter during Project implementation as specified in Exhibit B as well as such other quarterly reports and information on the Project as CJC may reasonably request (collectively, “Progress Reports”). Progress Reports must be received by CJC no later than October 20, January 20, April 20 and July 20 for the prior calendar quarter. Grantee must receive prior approval from CJC to submit a Progress Report after its due date.



**b. Financial Reimbursement Reports.** Grantee shall submit to CJC a Request for Reimbursement (“RFR”) each quarter for reimbursement of Eligible Costs incurred during the prior calendar quarter. Each RFR must include supporting documentation for all Eligible Costs for which Grantee is seeking reimbursement. RFRs must be received by CJC no later than October 20, January 20, April 20, and July 15; provided, however, that the final RFR must be submitted no later than the earlier of 30 days after completion of the Project or 15 days after the Project End Date. Failure to submit an RFR by the due date could result in a loss of reimbursement for costs incurred during that quarter. Grantee must receive prior approval from CJC to submit an RFR after its due date.

**4. Disbursement and Recovery of Grant Funds.**

**a. Disbursement Generally.** Subject to Section 4.b, CJC shall reimburse, on a quarterly basis and within the line items of the Project Budget, Eligible Costs incurred in carrying out the Project, up to the amount of Grant Funds specified in Section 1. Reimbursements shall be made by CJC within 30 days of CJC’s approval of a RFR. “Eligible Costs” are the necessary and reasonable costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project, and that are not excluded from reimbursement by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

**i.** Reimbursement rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.

**ii.** When requesting reimbursement for equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.

**b. Conditions Precedent to Disbursement.** CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Grantee is in compliance with the terms of this Agreement.
- iii. Grantee's representations and warranties set forth in Section 5 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.
- iv. Grantee has provided to CJC a RFR in accordance with Section 3.b. hereof.

**5. Representations and Warranties of Grantee.** Grantee represents and warrants to CJC as follows:

**a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee 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 Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee 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 or any provision of Grantee's charter or other governing documents, (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 Grantee is a party or by which Grantee 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 Grantee of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, 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.** Grantee'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 State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**d. No Debarment.** Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state agency. Grantee agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

**6. Records Maintenance and Access; Audit.**

**a. Records, Access to Records and Facilities.** Grantee 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. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements. CJC, the Secretary of State of the State of Oregon (the "Secretary"), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

**b. Retention of Records.** Grantee 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 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 Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

**c. Expenditure Records.** Grantee shall document the expenditure of all funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

**7. Grantee Subagreements and Procurements**

**a. Subagreements.** Grantee may enter into agreements with subgrantees and subrecipients (“Subagreements”) for implementation of portions of the Project.

i. Each Subagreement must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Subagreement. Use of a Subagreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Grantee to CJC within ten (10) days of its discovery.

**b. Subagreement indemnity; insurance.**

*Each Grantee Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC 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 the Subagreement or any of such party’s officers, agents, employees or contractors (“Claims”). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.*

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon 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 the other party to such Subagreement is prohibited from defending State or that such other party 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 the other party to such Subagreement if State elects to assume its own defense.

Grantee shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

**c. Procurements.**

i. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

iii. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts 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 in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

**8. Default.** Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

a. Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein; or

b. Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

**9. Remedies upon Default.** If Grantee's default is not cured within 30 calendar days of written notice thereof to Grantee from CJC or such longer period as CJC may authorize in its sole discretion, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement as provided in Section 10.a.ii, suspension

of further disbursements of Grant Funds, recovery of Grant Fund, and declaration of ineligibility for the receipt of future awards from CJC.

**10. Termination**

**a. Termination by CJC.** CJC may terminate this Agreement upon thirty (30) days advance written notice of termination to Grantee. In addition, CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

- i. Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
- ii. Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 9; or
- iii. Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
- iv. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
- v. 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
- vi. The Project would not produce results commensurate with the further expenditure of funds.

**b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:

- i. After conferring with CJC, Grantee has determined that the requisite local funding to continue the Project is unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; 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. Effect of Termination.** Upon termination of this Agreement, CJC may end all further disbursements of Grant Funds; provided, however, that if this Agreement is terminated under Sections 10.a.iv, 10.a.v, 10.a.vi, or 10.b, CJC will disburse Grant Funds to cover Eligible Costs incurred by Grantee prior to termination that CJC would otherwise be required to reimburse under the terms and conditions of this Agreement had the Agreement not been terminated. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or CJC's right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant Funds actually received by Grantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 6 and 11 shall survive termination of this Agreement.

## 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 CJC or Grantee relating to this Agreement or the Project and 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 contribution obligation with respect to the Third Party Claim.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim), CJC 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 Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee 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 CJC on the one hand and of Grantee 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. CJC'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 CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee 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 CJC in such proportion as is appropriate to reflect the relative

fault of Grantee on the one hand and of CJC 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 Grantee on the one hand and of CJC 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. Grantee'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.

**c. Amendments; budget changes.** This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. If Grantee's proposed changes do not alter any line item in the Project Budget by more than ten percent, the proposed changes to the Project Budget will be effective upon written approval by CJC delivered to Grantee as provided in Section 11.f. All other changes to the Project Budget must be implemented through a formal amendment to this Agreement before the changes become effective.

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for costs reimbursed under this Agreement from any agency of the State of Oregon or any other party, organization or individual.

**e. No Third Party Beneficiaries.** CJC and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly 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.

Grantee 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 the Grantee or any other person pertaining to any matter resulting from the this Agreement.

**f. Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the 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 11.f. Any notice personally delivered shall be deemed to be given



when actually delivered. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. 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.

**g. Work Product.** To the extent it has the necessary rights, Grantee hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Grantee shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that the CJC own any intellectual property created, produced or obtained as part of or in connection with the Project, then Grantee shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

**h. Governing Law, Consent to Jurisdiction.**

**i.** 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.

**ii.** Any claim, action, suit or proceeding (collectively, "Claim") between CJC (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that it be brought and conducted in another Oregon county). Grantee 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.

**iii.** Notwithstanding Section 11.h.ii above, if a Claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 11.h.iii applies to a Claim brought against CJC or any other agency or department of the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 11.h.iii is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**i. Compliance with Law.** Grantee 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. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**j. Insurance; Workers' Compensation.** All employers, including Grantee, 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. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements.

**k. Independent Contractor.** Grantee shall implement the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee implements the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of implementing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of CJC, 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, 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.

Grantee, 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.

**Approved by Grantee**

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Signature of Grantee \_\_\_\_\_ Date \_\_\_\_\_

---

Name/Title \_\_\_\_\_

---

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

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State Tax ID Number \_\_\_\_\_

**Approved by Criminal Justice Commission**

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Michael Schmidt, Executive Director \_\_\_\_\_ Date \_\_\_\_\_

**Approved for Legal Sufficiency**

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Approved for Legal Sufficiency by AAG David Elott by email dated 8/16/2017  
David Elott \_\_\_\_\_ Date \_\_\_\_\_

CJC Contact  
CJC Grant Administrator  
Chris Thomas  
885 Summer St. NE  
Salem, OR 97301-2524  
[Chris.Thomas@oregon.gov](mailto:Chris.Thomas@oregon.gov)  
503-378-2655

Grant Contact  
Alison Bort  
998 Library Court  
Oregon City, OR 97045  
[abort@co.clackamas.or.us](mailto:abort@co.clackamas.or.us)  
503-722-6502

October 12, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval for an Intergovernmental Grant Agreement with the State of Oregon  
Criminal Justice Commission (CJC)  
to continue providing Mental Health Court (MHC) services.

<b>Purpose/Outcomes</b>	Provide treatment as an alternative criminal justice sentence for individuals living with mental illness, substance use disorders and co-occurring disorders
<b>Dollar Amount</b>	MHC Grant award of \$332,150.
<b>Funding Source</b>	No County General Funds are involved. State approved Grant.
<b>Duration</b>	Effective July 1, 2017 – June 30 2019
<b>Previous Board Action</b>	#022317 – A8 – Board approved the Request to Apply for the Grant
<b>Strategic Plan Alignment</b>	1. To provide specialty behavioral health services to clients with mental health or substance use disorders. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Deborah Cockrell, Health Centers Director – 503-742-5495
<b>Contract No.</b>	8520

**BACKGROUND:**

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

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

The maximum contract value is \$332,150. This agreement is effective July 1, 2017 and expires on June 30, 2019. We received the Agreement after July 1, 2017 from the State. County Counsel reviewed this Agreement on 10/2/17.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

CRIMINAL JUSTICE COMMISSION  
SPECIALTY COURT GRANT PROGRAM  
GRANT AGREEMENT

885 Summer Street NE  
Salem, OR 97301

#8520

This Grant Agreement ("Agreement") is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as "CJC," and **County of Clackamas, by and through its Clackamas Health Centers**, hereinafter referred to as "Grantee," and collectively referred to as the "Parties." This Agreement shall become effective on the later of July 1, 2017 or the date when this Agreement is fully executed and approved as required by applicable law.

**1. Grant.** In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$332,150.00** (the "Grant Funds") to assist Grantee in implementing the project described in Exhibits A and B (the "Project") during the period beginning on the Project Start Date and ending on the Project End Date (the "Project Period"), as those dates are specified in Exhibit A. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC's obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

**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: **Project Goals and Objectives**  
Exhibit C: **Subagreement Insurance Requirements**

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: this Agreement without Exhibits; Exhibit A; Exhibit C; Exhibit B.

**3. Reports.** Grantee shall submit the reports required by this section.

**a. Progress Reports.** Grantee shall submit to CJC reports each quarter during Project implementation as specified in Exhibit B as well as such other quarterly reports and information on the Project as CJC may reasonably request (collectively, "Progress Reports"). Progress Reports must be received by CJC no later than October 20, January 20, April 20 and July 20 for the prior calendar quarter. Grantee must receive prior approval from CJC to submit a Progress Report after its due date.

**b. Financial Reimbursement Reports.** Grantee shall submit to CJC a Request for Reimbursement (“RFR”) each quarter for reimbursement of Eligible Costs incurred during the prior calendar quarter. Each RFR must include supporting documentation for all Eligible Costs for which Grantee is seeking reimbursement. RFRs must be received by CJC no later than October 20, January 20, April 20, and July 15; provided, however, that the final RFR must be submitted no later than the earlier of 30 days after completion of the Project or 15 days after the Project End Date. Failure to submit an RFR by the due date could result in a loss of reimbursement for costs incurred during that quarter. Grantee must receive prior approval from CJC to submit an RFR after its due date.

**4. Disbursement and Recovery of Grant Funds.**

**a. Disbursement Generally.** Subject to Section 4.b, CJC shall reimburse, on a quarterly basis and within the line items of the Project Budget, Eligible Costs incurred in carrying out the Project, up to the amount of Grant Funds specified in Section 1. Reimbursements shall be made by CJC within 30 days of CJC’s approval of a RFR. “Eligible Costs” are the necessary and reasonable costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project, and that are not excluded from reimbursement by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

- i.** Reimbursement rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.
- ii.** When requesting reimbursement for equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.

**b. Conditions Precedent to Disbursement.** CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Grantee is in compliance with the terms of this Agreement.
- iii. Grantee's representations and warranties set forth in Section 5 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.
- iv. Grantee has provided to CJC a RFR in accordance with Section 3.b. hereof.

**5. Representations and Warranties of Grantee.** Grantee represents and warrants to CJC as follows:

**a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee 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 Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee 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 or any provision of Grantee's charter or other governing documents, (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 Grantee is a party or by which Grantee 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 Grantee of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, 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.** Grantee'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 State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.



d. **No Debarment.** Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state agency. Grantee agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

6. **Records Maintenance and Access; Audit.**

a. **Records, Access to Records and Facilities.** Grantee 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. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements. CJC, the Secretary of State of the State of Oregon (the "Secretary"), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. **Retention of Records.** Grantee 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 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 Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

c. **Expenditure Records.** Grantee shall document the expenditure of all funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

**7. Grantee Subagreements and Procurements**

**a. Subagreements.** Grantee may enter into agreements with subgrantees and subrecipients ( "Subagreements") for implementation of portions of the Project.

i. Each Subagreement must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Subagreement. Use of a Subagreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Grantee to CJC within ten (10) days of its discovery.

**b. Subagreement indemnity; insurance.**

*Each Grantee Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC 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 the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.*

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon 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 the other party to such Subagreement is prohibited from defending State or that such other party 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 the other party to such Subagreement if State elects to assume its own defense.

Grantee shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

**c. Procurements.**

i. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

iii. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts 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 in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

**8. Default.** Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

a. Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein; or

b. Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

**9. Remedies upon Default.** If Grantee's default is not cured within 30 calendar days of written notice thereof to Grantee from CJC or such longer period as CJC may authorize in its sole discretion, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement as provided in Section 10.a.ii, suspension

of further disbursements of Grant Funds, recovery of Grant Fund, and declaration of ineligibility for the receipt of future awards from CJC.

**10. Termination**

**a. Termination by CJC.** CJC may terminate this Agreement upon thirty (30) days advance written notice of termination to Grantee. In addition, CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

- i. Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
- ii. Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 9; or
- iii. Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
- iv. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
- v. 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
- vi. The Project would not produce results commensurate with the further expenditure of funds.

**b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:

- i. After conferring with CJC, Grantee has determined that the requisite local funding to continue the Project is unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; 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. Effect of Termination.** Upon termination of this Agreement, CJC may end all further disbursements of Grant Funds; provided, however, that if this Agreement is terminated under Sections 10.a.iv, 10.a.v, 10.a.vi, or 10.b, CJC will disburse Grant Funds to cover Eligible Costs incurred by Grantee prior to termination that CJC would otherwise be required to reimburse under the terms and conditions of this Agreement had the Agreement not been terminated. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or CJC's right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant Funds actually received by Grantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 6 and 11 shall survive termination of this Agreement.

## 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 CJC or Grantee relating to this Agreement or the Project and 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 contribution obligation with respect to the Third Party Claim.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim), CJC 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 Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee 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 CJC on the one hand and of Grantee 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. CJC'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 CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee 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 CJC in such proportion as is appropriate to reflect the relative

fault of Grantee on the one hand and of CJC 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 Grantee on the one hand and of CJC 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. Grantee'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.

**c. Amendments; budget changes.** This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. If Grantee's proposed changes do not alter any line item in the Project Budget by more than ten percent, the proposed changes to the Project Budget will be effective upon written approval by CJC delivered to Grantee as provided in Section 11.f. All other changes to the Project Budget must be implemented through a formal amendment to this Agreement before the changes become effective.

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for costs reimbursed under this Agreement from any agency of the State of Oregon or any other party, organization or individual.

**e. No Third Party Beneficiaries.** CJC and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly 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.

Grantee 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 the Grantee or any other person pertaining to any matter resulting from the this Agreement.

**f. Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the 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 11.f. Any notice personally delivered shall be deemed to be given

when actually delivered. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. 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.

**g. Work Product.** To the extent it has the necessary rights, Grantee hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Grantee shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that the CJC own any intellectual property created, produced or obtained as part of or in connection with the Project, then Grantee shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

**h. Governing Law, Consent to Jurisdiction.**

i. 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.

ii. Any claim, action, suit or proceeding (collectively, "Claim") between CJC (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that it be brought and conducted in another Oregon county). Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such form is an inconvenient forum.

iii. Notwithstanding Section 11.h.ii above, if a Claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 11.h.iii applies to a Claim brought against CJC or any other agency or department of the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 11.h.iii is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**i. Compliance with Law.** Grantee 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. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**j. Insurance; Workers' Compensation.** All employers, including Grantee, 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. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements.

**k. Independent Contractor.** Grantee shall implement the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee implements the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of implementing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of CJC, 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, 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.

Grantee, 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.



**Approved by Grantee**

\_\_\_\_\_  
Signature of Grantee Date

\_\_\_\_\_  
Name/Title

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

\_\_\_\_\_  
State Tax ID Number

**Approved by Criminal Justice Commission**

\_\_\_\_\_  
Michael Schmidt, Executive Director Date

**Approved for Legal Sufficiency**

Approved for Legal Sufficiency by AAG David Elott by email dated 8/16/2017  
\_\_\_\_\_  
David Elott Date

CJC Contact  
CJC Grant Administrator  
Chris Thomas  
885 Summer St. NE  
Salem, OR 97301-2524  
[Chris.Thomas@oregon.gov](mailto:Chris.Thomas@oregon.gov)  
503-378-2655

Grant Contact  
Alison Bort, Court Treatment Program Supervisor  
998 Library Court  
Oregon City, OR 97045  
[abort@co.clackamas.or.us](mailto:abort@co.clackamas.or.us)  
503-722-6502



M. BARBARA CARTMILL  
DIRECTOR

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

October 12, 2017

Board of Commissioners  
Clackamas County

Members of the Board:

**A Board Order Declaring Realigned Otty Road to be County Road Number 196**

<b>Purpose/Outcomes</b>	Declares a portion of realigned Otty Road to be a County Road, Co. Rd. No. 196 and, be included in the county road system.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	Declaring this portion of realigned Otty Road to be a County Road will have no negative impact on the traveling public.
<b>Duration</b>	Upon execution; permanent acceptance.
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	Build a strong infrastructure
<b>Contact Person</b>	Doug Cutshall, Engineering Technician 503-742-4669

This portion of realigned Otty Road located in the southwest quarter of Section 28, Township 1 South, Range 2 East, Willamette Meridian, was constructed in 1999 and is open to the traveling public. It has been determined that this portion of realigned Otty Road should be declared to be a County road and be included as part of the county road system. Adoption of this Board Order will allow the Transportation Maintenance division to continue to maintain this important segment of road right-of-way. This action is pursuant to ORS 368.016. County Counsel has reviewed and approved this acceptance.

**RECOMMENDATION**

Staff respectfully recommends that the Board adopt the attached Board Order declaring a portion of realigned Otty Road to be County Road Number 196.

Sincerely,

Mike Bezner, PE  
Transportation Engineering Manager

In the matter of Declaring  
Realigned SE Otty Road to be  
County Road, Co. Rd. No. 196  
Situated in the SW Quarter of  
Section 28, T.1 S., R.2 E., W.M.

Order No.  
Page 1 of 1

This matter coming before the Board of County Commissioners at this time to accept a portion of SE Otty Road as a County Road.

**WHEREAS**, it appearing to the Board that a newly constructed portion of SE Otty Road situated entirely in unincorporated Clackamas County should be a part of the County Road System. Said portion of realigned SE Otty Road is situated in the southwest quarter of Section 28, Township 1 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, being described below and shown on the attached Exhibit "A":

All of those Easements for Road and Right-Of-Way Purposes described in Document Numbers; 1999-069444, 1999-0117404, and, 2000-009685, Clackamas County Clerk Records, lying easterly of Interstate 205 and west of the west right-of-way line of SE 92<sup>nd</sup> Avenue, County Road No. 641. Being 558 feet more or less in length and of variable width. Containing 44,148 square feet, more or less.

**WHEREAS**, it appearing to the Board that in accordance with ORS 368.016, the acceptance of all of the dedications of Easements for Road and Right-Of-Way Purposes and declaring this portion of realigned SE Otty Road, County Road No. 196, to be part of the County Road System, will be of benefit to the traveling public and allow Transportation Maintenance to continue to maintain this important segment of road right-of-way; now therefore,

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT** said portion of realigned SE Otty Road and previously accepted dedications of Easements for Road and Right-Of-Way Purposes, as described above and shown on attached Exhibit "A", be a part of SE Otty Road, County Road Number 196, and recorded free of charge with the Clackamas County Clerk when presented, with copies sent to the Clackamas County Assessor Office, Surveyor Office, and the Finance Office, Fixed Assets Account.

In the matter of Declaring  
Realigned SE Otty Road to be  
County Road, Co. Rd. No. 196  
Situated in the SW Quarter of  
Section 28, T.1 S., R.2 E., W.M.

Order No.  
Page 2 of 2

ADOPTED this \_\_\_\_ day of October, 2017

BOARD OF COUNTY COMMISSIONERS

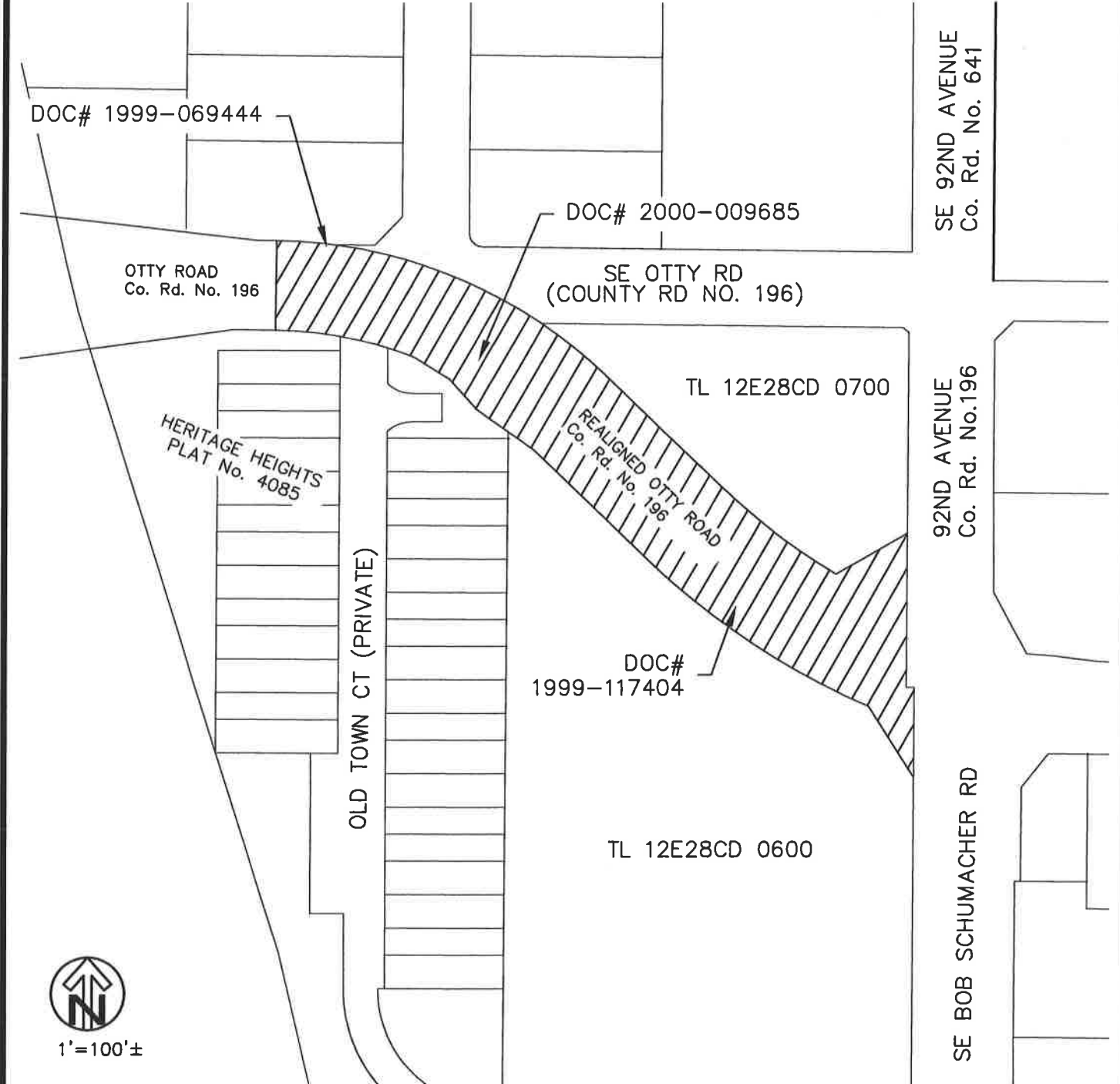
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Chair

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Recording Secretary

LOCATED IN THE SW 1/4 OF  
SECTION 28, T.1S., R.2E., W.M.  
CLACKAMAS COUNTY, OREGON



**LEGEND**

 DEDICATED RIGHT-OF-WAY



October 12, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget  
(Less Than Ten Percent) for Fiscal Year 2017-2018

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2017-2018
Dollar Amount and fiscal Impact	The effect has an increase in appropriation of \$72,415
Funding Source	Charge for Services, Interfund Transfer and Miscellaneous Revenue
Safety Impact	N/A
Duration	July 1, 2017-June 30, 2018
Previous Board Action/Review	Budget Adopted June 29, 2017 and amended August 10, 2017
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

**BACKGROUND:**

Each fiscal year it is necessary to 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 departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The General Fund – Human Resources is recognizing A-Team employee participation revenue and budgeting for A-Team sponsored activities.

The Road Fund is recognizing an interfund transfer from the Planning Fund and budgeting to adjust costs associated with the Bike IT program.

The District Attorney Fund is recognizing additional revenue and budgeting to increase investigative services for domestic violence cases.

The Clackamas Health Centers Fund is recognizing additional fee for services revenue and budgeting to increase a position to full-time to provide certified medical assistant services.

The effect of this Resolution is an increase in appropriations of \$72,415 including revenues as detailed below:

Charge for Services	\$ 54,915.
Miscellaneous Revenue	13,000.
Interfund Transfer	<u>4,500.</u>
Total Recommended	<u>\$ 72,415.</u>

**RECOMMENDATION:**

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

Sincerely,

Diane Padilla  
Budget Manager

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget for Items Less Than 10  
Percent of the Total Qualifying Expenditures  
and Making Appropriations for Fiscal  
Year 2017-18

Resolution No

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, a supplemental budget for the period of July 1, 2017 through June 30, 2018 inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; the funds being adjusted are:

- . General Fund – Human Services
- . Road Fund
- . District Attorney Fund
- . Clackamas County Community Health Fund;

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2017 through June 30, 2018.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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



**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**October 12, 2017**

Recommended items by revenue source:

Charge for Services	\$ 54,915
Miscellaneous Revenue	13,000
Interfund Transfer	4,500
Total Recommended	<u>\$ 72,415</u>

**GENERAL FUND - HUMAN RESOURCES**

Revenues:	
Miscellaneous Revenue	\$ 13,000
Total Revenue	<u>\$ 13,000</u>
Expenses:	
Human Resources	\$ 13,000
Total Expenditures	<u>\$ 13,000</u>

General Fund – Human Resources is recognizing A-Team employee participation revenue and budgeting for A-Team sponsored activities.

**ROAD FUND**

Revenues:	
Interfund Transfer	\$ 4,500
Total Revenue	<u>\$ 4,500</u>
Expenses:	
Public Ways and Facilities	\$ 4,500
Total Expenditures	<u>\$ 4,500</u>

Road Fund is recognizing an interfund transfer from the Planning Fund and budgeting to adjust costs associated with the Bike IT program.

**DISTRICT ATTORNEY FUND**

Revenues:	
Charge for Services	\$ 29,673
Total Revenue	<u>\$ 29,673</u>
Expenses:	
Public Protection	\$ 29,673
Total Expenditures	<u>\$ 29,673</u>

District Attorney Fund is recognizing additional revenue and budgeting to increase investigative services for domestic violence cases.

**CLACKAMAS HEALTH CENTERS FUND**

Revenues:

Charge for Services	\$ 25,242
Total Revenue	<u>\$ 25,242</u>

Expenses:

Health and Human Services	\$ 25,242
Total Expenditures	<u>\$ 25,242</u>

Clackamas Health Centers Fund is recognizing additional fee for services revenue and budgeting to increase a position to full-time to provide certified medical assistant services.



October 12, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for  
Transfer of Appropriations for Fiscal Year 2017-2018

Purpose/Outcome	Budget change FY 2017-2018
Dollar Amount and Fiscal Impact	No fiscal impact. Transfer of existing appropriations.
Funding Source	Includes Interfund Transfers
Duration	July 1, 2017-June 30, 2018
Previous Board Action/Review	Budget Adopted June 29, 2017 and amended on August 10, 2017
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

**BACKGROUND:** Periodically during the fiscal year it is necessary to transfer appropriations to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The Planning Fund is transferring from contingency and budgeting to increase a Planner position to full-time and is also making an interfund transfer to the Road Fund for Bike IT program originally budgeted in the Planning Fund programs.

The Road Fund is transferring from contingency and internal county contracted services and budgeting to add a full-time Accounting Specialist and an Engineering Technician position to help manage projects.

The Health, Housing and Human Services Administration Fund is adjusting program costs to provide for an interfund transfer to the Children, Youth and Families Fund to help support the Los Ninos Cuentan contract for Domestic Violence Services.

**RECOMMENDATION:**

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

Sincerely,

Diane Padilla  
Budget Manager

In the Matter of Providing Authorization  
To Transfer Appropriations Within  
the Fiscal Year 2017-18

Resolution No.

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

WHEREAS, transfer of appropriations for the period of July 1, 2017 through June 30, 2018, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . Planning Fund
- . Road Fund
- . Health, Housing and Human Services Administration Fund;

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2017 through June 30, 2018.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.463, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**TRANSFER REQUEST**  
**Exhibit A**  
**October 12, 2017**

**PLANNING FUND**

Expenses:	
Economic Development	\$ 79,038
Not Allocated to Organizational Unit	
Interfund Transfer	4,500
Contingency	(83,538)
Total Expenditures	<u><u>\$ -</u></u>

Planning Fund is transferring from contingency and budgeting to increase a Planner position to full-time and is also making an interfund transfer to the Road Fund for Bike IT program originally budgeted in the Planning Fund programs.

**ROAD FUND**

Expenses:	
Public Ways and Facilities	\$ 55,045
Not Allocated to Organizational Unit	
Contingency	(55,045)
Total Expenditures	<u><u>\$ -</u></u>

Road Fund is transferring from contingency and internal county contracted services and budgeting to add a full-time Accounting Specialist and an Engineering Technician position to help manage projects.

**HEALTH, HOUSING AND HUMAN SERVICES ADMINISTRATION FUND**

Expenses:	
Health and Human Services	\$ (80,000)
Not Allocated to Organizational Unit	
Interfund Transfer	80,000
Total Expenditures	<u><u>\$ -</u></u>

Health, Housing and Human Services Administration Fund is adjusting program costs to provide for an interfund transfer to the Children, Youth and Families Fund to help support the Los Ninos Cuentan contract for Domestic Violence Services.



October 12, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for Budgeting of  
New Specific Purpose Revenue for Fiscal Year 2017-2018

Purpose/Outcome	Budget change for Clackamas County FY 2017-2018
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$3,830,958.
Funding Source	Includes Federal and State Operating, Charge for Services, Miscellaneous Revenue and Interfund Transfer
Duration	July 1, 2017-June 30, 2018
Previous Board Action/Review	Budget Adopted June 29, 2017 and amended August 10, 2017
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

**BACKGROUND:**

Each fiscal year it is necessary to appropriate additional expenditures and allocate additional sources of revenue to more accurately meet the changing requirements of the operating departments of the County. The attached resolution reflects those changes that departments have requested which pursuant to O.R.S. 294.338, qualify as grants in trust for specific purposes in keeping with legally accurate budget.

The Community Corrections Fund is recognizing higher than anticipated Grant-in-Aid state revenue and a slight decrease in Measure 57 and Inmate Welfare revenue and adjusting program costs associated with these programs.

The Social Services Fund is recognizing additional revenue for the Developmental Disabilities Program and Family Caregiver Support Program and budgeting to add 7 full-time case managers, 1 full-time senior case manager, increase a part-time human services coordinator position to full-time and other program costs.

The Children, Youth and Families Fund is recognizing revenue from the Oregon Department of Education, budgeting for program costs and aligning to better fit actual costs. This fund is also recognizing an interfund transfer from the Health, Housing & Human Services Administration Fund and budgeting for costs associated with the Domestic Violence Services Program.

The Juvenile Fund is recognizing revenue from Oregon Youth Authority, Youth Development Council and internal grant funding from Children, Youth and Families and budgeting to add a full-time human services assistant and for program costs.

The effect of this Board Order is an increase in appropriations of \$3,830,958 including new revenues as detailed below:

Federal Operating Grant Revenue	\$ 1,044,744.
State Operating Grant Revenue	2,858,641.
Charge for Services	(124,770.)
Miscellaneous Revenue	(27,657.)
Interfund Transfer	<u>80,000.</u>
Total Recommended	<u>\$ 3,830,958.</u>

**RECOMMENDATION:**

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

Sincerely,

Diane Padilla  
Budget Manager



In the Matter of Providing  
Authorization to Appropriate Grants  
For Specific Purposes within the Fiscal  
Year 2017-18

Resolution No.

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, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2017 through June 30, 2018, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents;

WHEREAS; the fund being adjusted is:

- . Community Corrections Fund
- Social Services Fund
- . Children, Youth and Families Fund
- . Juvenile Fund;

It further appearing that it is in the best interest of the County to approve these grants entrusted for specific purpose of appropriations for the period of July 1, 2017 through June 30, 2018.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.338, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

## NEW SPECIFIC PURPOSE REVENUE REQUESTS

### Exhibit A

October 12, 2017

Recommended items by revenue source:

Federal Operating Grants	\$ 1,044,744
State Operating Grants	2,858,641
Charge for Services	(124,770)
Miscellaneous Revenue	(27,657)
Intefund Transfer	80,000
Total Recommended	<u>\$ 3,830,958</u>

### COMMUNITY CORRECTIONS FUND

Revenues:

State Operating Grants	\$ 317,309
Miscellaneous Revenue	(27,657)
Total Revenue	<u>\$ 289,652</u>

Expenses:

Public Protection	\$ 289,652
Total Expenditures	<u>\$ 289,652</u>

Community Corrections Fund is recognizing higher than anticipated Grant-in-Aid state revenue and a slight decrease in Measure 57 and Inmate Welfare revenue and adjusting program costs associated with these programs.

### SOCIAL SERVICES FUND

Revenues:

Federal Operating Grants	\$ 1,026,602
State Operating Grants	21,880
Total Revenue	<u>\$ 1,048,482</u>

Expenses:

Health and Human Services	\$ 1,048,482
Total Expenditures	<u>\$ 1,048,482</u>

Social Services Fund is recognizing additional revenue for the Developmental Disabilities Program and Family Caregiver Support Program and budgeting to add 7 full-time case managers, 1 full-time senior case manager, increase a part-time human services coordinator position to full-time and other program costs.

### CHILDREN, YOUTH & FAMILIES FUND

Revenues:

Federal Operating Grants	\$ 18,142
State Operating Grants	2,300,196
Charge for Services	(174,375)
Interfund Transfer	80,000

Total Revenue	<u>\$ 2,223,963</u>
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Expenses:

Health and Human Services	\$ (1,460,831)
Not Allocated to Organizational Unit	
Special Payments	<u>3,684,794</u>
Total Expenditures	<u>\$ 2,223,963</u>

Children, Youth and Families Fund is recognizing revenue from the Oregon Department of Education, budgeting for program costs and aligning to better fit actual costs. This fund is also recognizing an interfund transfer from the Health, Housing & Human Services Administration Fund and budgeting for costs associated with the Domestic Violence Services Program.

**JUVENILE FUND**

Revenues:

State Operating Grants	\$ 219,256
Charge for Services	<u>49,605</u>
Total Revenue	<u>\$ 268,861</u>

Expenses:

Public Protection	\$ 268,861
Total Expenditures	<u>\$ 268,861</u>

Juvenile Fund is recognizing revenue from Oregon Youth Authority, Youth Development Council and internal grant funding from Children, Youth and Families and budgeting to add a full-time human services assistant and for program costs.

DRAFT

Approval of Previous Business Meeting Minutes:  
September 21, 2017

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

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

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

**Thursday, September 21, 2017 – 10:00 AM**

**Public Services Building**

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

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

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Bernard recess as the Board of County Commissioners and convened as the Housing Authority Board for the next two items. He introduced Housing Authority Commissioner Paul Reynolds.

### **I. HOUSING AUTHORITY CONSENT AGENDA**

1. In the Matter of Writing off Uncollectible Accounts for the First Quarter of Fiscal Year 2018
2. In the Matter of Approval to Apply for a 2017 Resident Opportunity for Self-Sufficiency Service Coordinator Grant

#### **MOTION:**

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Schrader: Second.

*~Board Discussion~*

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 6-0.

Chair Bernard adjourned as the Housing Authority Board and re-convened as the Board of County Commissioners for the remainder of the meeting.

### **II. CITIZEN COMMUNICATION**

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

1. Les Poole, Gladstone – asked about the new County Courthouse; decorum at meetings.
2. John Little, Oak Grove – would like the County to enforce issues due to an abandon house in Oak Grove.

Board will have staff look into this issue for Mr. Little.

### **III. CONSENT AGENDA**

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

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

#### **MOTION:**

Commissioner Humberston: I move we approve the consent agenda.  
Commissioner Schrader: Second.  
all those in favor/opposed:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Schrader: Aye.  
Commissioner Savas: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

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

1. Approval for a Revenue Agreement with CareOregon for the Primary Care Incentive Payment Model (PCPM) - Per Member Per Month (PMPM) Incentive Program (Beavercreek, Sunnyside and Gladstone) – *Health Centers*
2. Approval for a Revenue Agreement with CareOregon for the Primary Care Incentive Payment Model (PCPM) -Per Member Per Month (PMPM) Incentive Program (Sandy) – *Health Centers*

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

1. Approval of Amendment No. 2 to Intergovernmental Agreement No. 28216 with Oregon Department of Transportation for the 122<sup>nd</sup> Avenue and 132<sup>nd</sup> Avenue Sidewalk Connections Project

#### **C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Intergovernmental Agreement between the State of Oregon and the Clackamas County Sheriff's Office for Participation in the Oregon Motor Carrier Safety Action Plan - *CCSO*
3. Request by the Clackamas County Sheriff's Office to Apply for the DUII Grant with the Oregon State Sheriff's Association for the 2017-2018 Grant Year - *CCSO*
4. Request by the Clackamas County Sheriff's Office for Acceptance of a Grant Award from the Oregon State Sheriff's Association for the Safety Belt Grant Program - *CCSO*

#### **D. Business & Community Services**

1. Approval of a Local Government Grant (LG17-012) from the Oregon Parks and Recreation Department for the Barton Park Day Use Area Restroom Replacement

#### **E. Technology Services**

1. Approval to Purchase from an Established GSA Contract with Carahasoft Technology Corporation for Acquia Hosting Services and Technical Migration Support for the Drupal Content Management System on the County Internet Website - *Procurement*

**IV. WATER ENVIRONMENT SERVICES**

*(Includes: Service District No. 1)*

1. Approval of a Resolution to Enter a Joinder to Trust Agreement for Insurance Coverage through the Special Districts Association of Oregon for Water Environment Services
2. Approval of Goods and Services Contract between Water Environment Services and Jacobi Corbons, Inc. for Carbon Replacement at the Tri-City Wastewater Resource Recovery Facility - *Procurement*

**V. COUNTY ADMINISTRATOR UPDATE**

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

**VI. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 10:46 AM**

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

[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)



Dave Cummings  
Chief Information Officer

## Technology Services

121 Library Court Oregon City, OR 97045

September 28, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

### Service Level Agreement between Technology Services and the Quest Center for Integrative Health

<b>Purpose/Outcomes</b>	Technology Services is seeking approval to enter into a Service Level Agreement (SLA) with the Quest Center for Integrative Health for voice and data services.
<b>Dollar Amount and Fiscal Impact</b>	The Quest Center for Integrative Health will pay non-recurring fees estimated at approximately \$500.00 for infrastructure at the service location. The Quest Center for Integrative Health will pay a recurring monthly fee estimated at \$510.00 or \$6120.00 annually for voice and data services at the service location.
<b>Funding Source</b>	The Quest Center for Integrative Health will be invoiced monthly for voice and data services.
<b>Duration</b>	Effective upon signature by the Board and until December 31 <sup>st</sup> , 2019 at which time the SLA can be renewed on a year to year basis.
<b>Previous Board Action</b>	
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. Ensure safe, healthy and secure communities.</li><li>2. Build public trust through good government.</li></ol>
<b>Contact Person</b>	Dave Devore (503)723-4996
<b>Contract No.</b>	

#### BACKGROUND:

Technology Services is proposing to provide voice and data services to a non-profit organization, the Quest Center for Integrative Health, in a County owned and managed building. This will help TS to maintain the integrity and security of the telecommunications and data network.

The SLA was reviewed and approved by County Counsel.

#### RECOMMENDATION:

Staff respectfully recommends approval of the Service Level Agreement. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings  
CIO Technology Services



## APPENDIX A

### **SERVICE AND RATE SCHEDULE**

#### **1. Specified Services and Rates**

Following is the site, services, and rates agreed to by County and Customer at which Customer shall be provided voice communication and data network services during the term of the Agreement. It is understood by both parties that service to the site shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein.

#### **2. Construction, Installation and Activation**

For construction, installation and activation work and provision of telecommunication devices and network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 6 of Appendix A. All equipment and devices under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

#### **3. Service Changes and Conversions**

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

#### **4. Site**

Clackamas County Beaver Creek Clinic Annex  
112 Beaver Creek Rd.  
Oregon City, OR 97045

#### **5. Monthly Recurring Charges**

<b>Service</b>	<b>Description</b>	<b>Monthly Rate (\$)</b>	<b>Quantity</b>	<b>Customer Initials</b>
1	Digital Telephone with one (1) County provided direct dial number.	Desk telephone (Maint. Incl.) \$32.50 each per month	TBD	
2	Analog line (1)	Analog telephone line (Maint. Incl.) \$32.50 each per month	TBD	
3	Voicemail box (1) on County centralized server	Voicemail Box (Maint. Incl.) \$10.00 each per month	TBD	
4	Data connectivity	Gigabit Internet access \$255.00 per month	1	

**6. Nonrecurring Charges**

<b>Service</b>	<b>Description</b>	<b>Amount (\$)</b>	<b>Customer Initials</b>
1	Wiring installation (if needed)	Cat6 data wiring	TBD
2	Installation of equipment and devices.	Data, desk telephones, adapter install	TBD
3	Programming		TBD
4			


**7. Late Payment Interest**

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

**Customer**

**Customer billing address**

Quest Center for Integrative Health

By (signature):   
 Name (print): DAVID EISEN  
 Title: EXEC. DIR.  
 Date: 9/24/17

2901 E Burnside  
Portland, OR 97214  
 Contact: Janet Brandt  
 Phone: 503-238-5203

**Remainder of this page intentionally left blank.**

# **Clackamas County NETWORK & TELEPHONE SERVICE LEVEL AGREEMENT**

## QUEST CENTER for INTEGRATIVE HEALTH

### **1. Recitals**

**WHEREAS, QUEST CENTER for INTEGRATIVE HEALTH** desires to have Clackamas County (County), a political subdivision of the State of Oregon, provide to **QUEST CENTER for INTEGRATIVE HEALTH** (Customer) the Services set forth in this Agreement, to the specified Customer site listed in Appendix A, and at the price contained in Appendix A; and

**WHEREAS, Clackamas County Technology Services** provides and is responsible for Network and Telephone service in all County managed buildings; and

**WHEREAS, County** desires to provide the services for **QUEST CENTER for INTEGRATIVE HEALTH** in a County owned and managed facility located at (112 Beaver Creek Rd., Oregon City, OR 97045) "service location"; and

**WHEREAS, Quest Center for Integrative Health** has entered into a Lease agreement with the County for a portion of the County owned and managed building at "service location"; and

**WHEREAS, the Parties** desire to set forth herein their respective rights and obligations with respect to the provision of Services;

**NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.**

### **2. Telephone - Voice Service description**

County will provide Customer with desk telephone connectivity, voicemail and analog lines as mutually agreed upon and set forth in Appendix A at the service location connected to a County voice server.

### **3. Network – Data Service description**

County will provide Customer with a Gigabit Internet connection, dual homed to two ISP's and provide /29 routable address space as mutually agreed upon and set forth in Appendix A at the service location.

Customer is responsible for their own firewall, DNS and any other services required beyond basic Internet connectivity.

### **4. Service Description**

Service provided to Customer by County are physical desk telephones, wiring,

programming, data network connectivity and support to the site specifically identified in Appendix A for the exclusive use of the Customer for the service location.

**5. Installation Requirements**

- a. County, when installing wiring and devices shall do so in a neat and professional manner. Routing and location of the wiring shall be mutually agreed upon between the parties.
- b. Customer will provide for County and its employees, elected officials, agents, lessees, officers and its authorized vendors, to have reasonable ingress and egress into and out of Customer leased premise at service location in connection with the provision of service and on-going maintenance.
- c. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.

**6. Term of Agreement**

At such time as County completes installation and connection of the necessary devices and equipment to provide service herein, County shall then notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date." Unless terminated with 30 days notice as herein provided, this agreement shall continue to December 31, 2019 and shall be automatically renewed on January 1 of each subsequent year, for a term of one year, at the County's then-current rate schedule as will be published from time to time. Customer's continued utilization of the services shall serve as complete and conclusive consent to such new rates.

**7. Rates**

In return for County providing the services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring installation charges and recurring charges for services as specified in Appendix A as it shall be updated by the County from time to time.

**8. Payment**

**a. Monthly Payments**

County shall provide a recurring monthly invoice to Customer at their billing address listed in Appendix A beginning the month after the service start date. The monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

**b. Electronic Payments**

Customer shall coordinate with County to make all payments by electronic means unless it is infeasible to do so.

**9. Maintenance**

County shall maintain the County-provided communication devices and network equipment in good operating condition, utilizing sound engineering practices and industry standards and maintenance procedures, throughout the Agreement Term. In the event the service fails, County shall endeavor to restore the service in as timely and expedited a manner as reasonably possible.

County may subcontract for installation, maintenance, testing, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

**10. Confidentiality**

All Customer data, voice, or video transmission using County network and telecommunication facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as required by law.

**11. Assignment and Successors**

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

**12. Damage**

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's equipment and devices, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the County equipment and devices caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

**13. Force Majeure**

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

**14. Consequential Damages**

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

**15. Public Contracting Provisions**

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

**16. Non-Appropriation**

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that any obligation of Customer to obtain services as provided herein is subject to fund availability and appropriation by Customer for such services through its adoption of an annual budget. Should funds not be appropriated or be available from Customer during the term of this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 8 of this Agreement.

**17. Compliance with Laws**

Customer shall comply with all applicable federal, state county and city laws, ordinances and regulations, including regulations of any administrative agency

thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

**18. Termination**

a. This Agreement shall terminate thirty (30) days following written notice by either party.

**19. Default**

1. Either of the following events shall constitute a default:

a. Failure to perform or comply with any material obligation or condition of this Agreement by any party; or

b. Failure to pay any sums due under this Agreement.

2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

**20. Amendment**

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

**21. No recourse Against the Grantor**

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

**22. Notice**

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile addressed as follows:

**Notice to the County**

Clackamas County Technology Services  
Manager, Telecom Services  
121 Library Court  
Oregon City, Oregon 97045  
Fax Number (503) 655-8255

with a copy to

Chief Information Officer  
Clackamas County Technology Services

121 Library Court  
Oregon City, Oregon 97045  
Fax Number: (503) 655-8255

**Notice to the Customer**

[Name or Title of Individual]  
[Customer]  
[Address]  
[City and Zip Code]  
[Fax Number]

*David Eisen, Exec Director  
Quest Center  
2901 E Burnside  
Portland, OR 97214  
503-238-5202*

with a copy to

[Name or Title of Individual]  
[Customer]  
[Address]  
[City and Zip Code]  
[Fax Number]

*Janet Brandt, Dir. of Finance & Admin  
Quest Center  
Above*

Either Party, by similar written notice, may change the address to which notices shall be sent.

**23. Whole Contract**

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the date and year first above written.

**Clackamas County**

By (signature): \_\_\_\_\_

Name: David Cummings

Title: Chief Information Officer, Clackamas County Technology Services

Date: \_\_\_\_\_

**Customer**

Quest Center for Integrative Health  
(Customer Name)

By (signature): 

Name (print): DAVID EISEN

Title: EXEC. DIR.

Date: 9/26/17