

AGENDA

***Revised**

Added Consent Agenda item E.1.

Thursday, October 31, 2019 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2019-93

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

II. 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 Grant Agreement with The Father's Heart Street Ministry for Warming Center Services - *Social Services*
2. Approval of an Intergovernmental Agreement with Oregon Trail School District to Provide Preschool Promise Program Services - *Children Family & Community Connections*
3. Approval of Amendment No.4 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for the Financing of Public Health Services, Administered by the Local Public Health Authority for Clackamas County – *Public Health*

B. Elected Officials

1. Approval of Intergovernmental Grant Agreement with the State of Oregon Department of Justice for the Child Abuse Multi-Disciplinary Intervention Program – *District Attorney*
2. Request by the Clackamas County Sheriff's Office for Approval of an Amendment to the Corizon Health Medical Services Contract – *CCSO via Procurement*

C. Juvenile Department

1. Approval of Intergovernmental Agreement with City of Gladstone for Youth Work Crews for the Project Payback Program
2. Approval of Intergovernmental Agreement with City of West Linn for Youth Work Crews for the Project Payback Program
3. Approval of Intergovernmental Agreement with the State of Oregon Acting by and through its Oregon Youth Authority for Individualized Services
4. Approval of Intergovernmental Agreement with the City of Wilsonville for the Community Diversion Program Services

D. Community Corrections

1. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Metro to Provide Work Crew Services for Fiscal Year 2019-2020

E. Department of Transportation & Development

- *1. Approval of an Intergovernmental Agreement with the Oregon Department of Transportation Related to the Collection and Distribution of Vehicle Registration Fees

III. DEVELOPMENT AGENCY

1. Approval of Personal Services Contract with Harper Houf Peterson Righellis, Inc., to Provide Design Services for Linwood Avenue Improvements Project - *Procurement*

IV. WATER ENVIRONMENT SERVICES

1. Approval of Purchase Order with Industrial Software Solutions-Wonderware, LLC to Provide Software, Support, and Upgrades for WES Treatment Plant and Pump Station Controls, Alarming and Data Acquisition - *Procurement*

V. COUNTY ADMINISTRATOR UPDATE

VI. COMMISSIONERS COMMUNICATION

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

October 31, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Agreement with The Father's Heart Street Ministry for
Warming Center Services

Purpose/Outcomes	Contractor will provide overnight warming center services to un-housed individuals in Clackamas County during periods of extreme cold.
Dollar Amount and Fiscal Impact	Not to exceed \$95,546 annually, for two years.
Funding Source	State of Oregon Housing and Community Services, Department, State Homeless Assistance Program funds. No County General Funds required.
Duration	November 1, 2019 through June 30, 2021
Previous Board Action	None.
Strategic Plan Alignment	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The agreement was approved in October 15, 2019.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	9499

BACKGROUND:

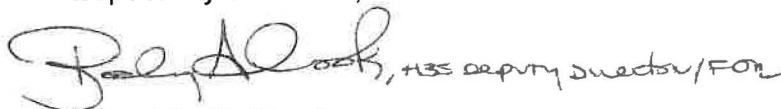
The Social Services Division of the Health, Housing and Human Services Department requests approval of a Grant Agreement with The Father's Heart Street Ministry (TFH). TFH will provide overnight warming center services to un-housed individuals in Clackamas County during periods of extreme cold.

The agreement is effective November 1, 2019 through June 30, 2021 and funds are available from Oregon Housing and Community Services Department, State Homeless Assistance Program. There are no County General Funds required.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director, or his designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services Department



**CLACKAMAS COUNTY
WARMING CENTER GRANT
H3S#9499**

This Personal Services Contract (this “Contract”) is entered into between **The Father’s Heart Street Ministry** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the Health, Housing and Human Services Department, Social Services Division.

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective **November 1, 2019**. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2021**.
2. **Scope of Work.** Contractor shall provide the following personal services: Provide an overnight warming center, and day shelter services to serve un-housed individuals in Clackamas County during periods of extreme cold (“Work”), further described in **Exhibit A**.
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Ninety-Five Thousand, Five Hundred and Forty-Six Dollars (\$95,546)** annually for accomplishing the Work required by this Contract. Payments made are on a rate basis for bednights and day shelter, and cost-reimbursement for Homeless Management Information System (HMIS) fees and licensing expenditures in accordance with **Exhibit A**. Year One contract term is November 1, 2019 to June 30, 2020. Year Two contract term is November 1, 2020 to June 30, 2021. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit A**.
4. **Invoices and Payments.** Outlined in Exhibit A, Section III Compensation.

Invoices shall reference the above Contract Number and be submitted electronically under a County-approved secure email to:
 ssdinvoices@clackamas.us

5. **Travel and Other Expense.** Authorized: Yes No
 If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference: Exhibit A.

7. Contractor and County Contacts.

Contractor	County
Program Manager: Jennifer Manning Phone: 503/722-9780 Email: tfhwarming@gmail.com Contract Administrator: Marty Gant Phone: 503/209-5356 Email: mgant@rconnects.com	Program Manager: Erika Silver Phone: 503/650-5725 Email: ESilver@clackamas.us Contract Administrator: Jessica Diridoni Phone: 503/655-8646 Email: jdiridoni@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County, Social Services Division, Attn: Jessica Diridoni, 2051 Kaen Road, Oregon City, OR 97045 or jdiridoni@clackamas.us

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 21 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16 and 21, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** A) This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County. Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** To the extent applicable, Contractor shall comply with ORS 279B.220 through ORS 279B.235.
- 27. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
- 28. FURTHER ASSURANCES.** Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Contractor
The Father's Heart Street Ministry

Marty Gant 10/14/19
Authorized Signature Date

Marty Gant, President
Name / Title

215651-97
Oregon Business Registry #

Non-profit 501(c)3
Entity Type / State of Formation

Email: mgant@rconnects.com

EIN: 65-1224857

Approved as to Content:

Jennifer Manning 10/14/19
Contractor Program Manager Signature Date

Jennifer Manning, Program Manager
Contractor Program Manager Name/Title

Clackamas County

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

Signing on Behalf of the Board

Richard Swift, Director Date
Health, Housing and Human Services

Approved as to Form:

Richard Swift 10/15/2019
County Counsel Date

October 31, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Oregon Trail School District to provide
Preschool Promise Program Services

Purpose/Outcome	Oregon Trail School District (OTSD) will provide a minimum of 900 direct-service classroom hours to, at least, 18 children ages 3-5 and their families to improve educational outcomes for preschool aged children using strength-approaches and asset-based mindsets.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$206,900. No County General Fund involved and no match required.
Funding Source	State of Oregon, Dept of Education through its Early Learning Division
Duration	October 1, 2019 to June 30, 2020
Previous Board Action/Review	N/A
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel reviewed and approved this document on October 14, 2019.
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC 9503

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of an Intergovernmental Agreement with Oregon Trail School District to provide Preschool Promise services. Preschool Promise, a model for high-quality preschool made available to children and families living below 200% of the Federal Poverty Level that lack access to quality preschool because of poverty, race/ethnic, language, and/or other barriers. Preschool Promise promotes healthy child development and early learning to underserved families to improve educational outcomes for their preschool-aged children.

This Intergovernmental Agreement is effective upon signature by all parties for services starting on October 1, 2019 and terminating on June 30, 2020. This Agreement has a maximum value of \$206,900.

RECOMMENDATION:

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

Respectfully submitted,

 H3S Deputy Director / For

Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY CHILDREN, FAMILY & COMMUNITY CONNECTIONS
AND OREGON TRAIL SCHOOL DISTRICT**

Contract # 9503

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), acting by and through its department of Health, Housing & Human Services, Children, Family & Community Connections Division (CFCC), a political subdivision of the State of Oregon, and Oregon Trail School District ("AGENCY"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

AGENCY agrees to accomplish the following work under this contract:

AGENCY will implement Preschool Promise, a model for publicly-funded, high-quality preschool made available to children and families living below 200% of the Federal Poverty Level and that lack access to quality preschool because of poverty, race/ethnic, language, and/or other barriers. AGENCY will provide a minimum of 900 hours of direct service classroom hours to a minimum of 18 children ages 3-5 and their families, using strength-based approaches and asset-based mindsets to facilitate and support statewide efforts to institutionalize equity as outlined in *Exhibit A-1: Statement of Program Objectives, Exhibit A-2 Monthly Program Report, Exhibit A-3 Quarterly Program Report, and Exhibit A-4 Client Feedback Survey and Report, attached hereto and incorporated herein.*

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution for services starting October 1, 2019 and terminating on June 30, 2020.
2. **Scope of Work.** The AGENCY agrees to provide the services further identified in the Statement of Program Objectives attached hereto as Exhibit A-1 and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay AGENCY, from available and authorized funds, a sum not to exceed **\$206,900** for satisfactorily performing the services outlined in Exhibit A-1: Statement of Program Objectives. AGENCY use of funds may not exceed the amount specified in Exhibit B: Program Budget. AGENCY may not transfer funds between budget lines without prior written approval of the COUNTY. At no time may budget modifications change the scope of this agreement. Payments shall be made on a cost reimbursement basis and disbursement will be made monthly in accordance with the requirements outlined in: Exhibit C: Financial Report and Request for Reimbursement.
4. **Payment.** Unless otherwise specified, the AGENCY shall submit monthly requests for reimbursement and required documentation as outlined in Exhibit C: Financial Report and Request for Reimbursement. Work performed and shall include the total amount billed to date by the AGENCY prior to the current invoice. Payments shall be made to AGENCY following the County's review and approval of invoices submitted by AGENCY. AGENCY shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Withholding of Contract Payments.** Notwithstanding any other payment provision of this Agreement, should AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall

immediately withhold payments hereunder. Such withholding of payment for causes may continue until AGENCY submits required reports, performs required services, or establishes COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.

6. **Record and Fiscal Control Systems.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of (6) years after receipt of final payment under this contract and all other pending matters closed.
7. **Access to Records.** COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of AGENCY, which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts, and transcripts.
8. If an audit discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, then AGENCY shall repay the amount of the excess to COUNTY.

9. **Representations and Warranties.**

- A. AGENCY represents and warrants to County that AGENCY has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of AGENCY enforceable in accordance with its terms.
- B. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. **Termination.**

- A. Either the County or the AGENCY may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the AGENCY may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the AGENCY shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either performance under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

11. **Indemnification.**

AGENCY shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of AGENCY, its subcontractors, agents, or employees. The AGENCY agrees to indemnify, hold harmless and defend Clackamas County, and their officers, elected officials, agents and employees from and against all claims and

actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the AGENCY or the AGENCY's employees, subcontractors, or agents.

However, neither AGENCY nor any attorney engaged by AGENCY shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall AGENCY settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

- 12. Insurance.** AGENCY agrees to comply with the Insurance Requirements outlined in Exhibit D-1. If self-insured, AGENCY shall provide documentation to the County of AGENCY's self-insured status by completing the Self-Insurance Certification form provided by the County.

13. General Provisions

- A. Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and AGENCY that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. AGENCY, by execution of this Agreement, hereby consents to the in person jurisdiction of the courts referenced in this section.
- B. Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. Access to Records.** AGENCY shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or longer period as may be required by applicable law, or until the conclusion of an audit, controversy, or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect action taken. During this record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement.

On completion or termination of the Agreement, the AGENCY shall promptly deliver these materials to the District's Project Manager.

- F. Hazard Communication.** AGENCY shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, AGENCY shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- G. Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. No Third-Party Beneficiary.** AGENCY and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. Subcontract and Assignment.** AGENCY shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve AGENCY of any of its duties or obligations under this Agreement.

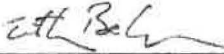
- N. Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. Survival.** All provisions in Sections 9, 11, and 13 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. Time is of the Essence.** AGENCY agrees that time is of the essence in the performance this Agreement.
- R. Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. Force Majeure.** Neither AGENCY nor County shall be held responsible for delay or default caused by events outside of the AGENCY or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, AGENCY shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. Confidentiality.** AGENCY acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by AGENCY or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). AGENCY agrees to hold Confidential Information in strict confidence, using at least the same degree of care that AGENCY uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- U. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

(Signature Page Attached)

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

AGENCY

Oregon Trail School District
36525 Industrial Way
Sandy, OR 97055

By: 
Timothy Belanger, Business Director

Date: 10-16-2019

DUNS: 034295998

EIN: 93-6000232

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services

Date: _____


Koren Mather, Interim Director
Children, Family & Community Connections

Date: 10/16/19

- Exhibit A-1: Statement of Program Objectives
- Exhibit A-2: Monthly Program Report
- Exhibit A-3: Quarterly Program Report
- Exhibit A-4: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Financial Report and Request for Reimbursement
- Exhibit D: Special and Standard Terms and Conditions
- Exhibit D-1: Subcontractor Insurance Requirements
- Exhibit E: Preschool Promise Operating Guidelines
- Exhibit F: Preschool Promise Program Requirements

COPY

October 31, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #04 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for the financing of public health services, administered by the
Local Public Health Authority for Clackamas County

Purpose/Outcomes	Amendment #4 adds PE 43-03 and PE 43-04 and increases contract value. This increase is for Hepatitis A outbreak prevention.
Dollar Amount and Fiscal Impact	Contract is increased by \$30,533. Bringing the contract maximum value to \$3,285,809.
Funding Source	Funding through the State - No County General Funds are involved.
Duration	Effective upon signature and terminates on June 30, 2021
Previous Board Action	The Board previously reviewed and approved this agreement on June 20, 2019, Agenda item 062019-A1, September 5, 2019, Agenda item 090519-A1, September 26, 2019, Agenda item 092619-A5, October 24, 2019, Agenda item 102419-A5
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on October 21, 2019
Contact Person	Richard Swift, Interim Public Health Director – (503) 655-8479
Contract No.	9329-04

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #04 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #04 increased the Agreement by \$30,533. Bringing the maximum contract value to \$3,285,809.

This contract is effective upon signature and continues through June 30, 2021.

RECOMMENDATION:

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

Respectfully submitted,

 H3S deputy director/for

Richard Swift, Director
Health, Housing, and Human Services

Agreement #159803



**FOURTH AMENDMENT TO OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Fourth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

RECITALS

WHEREAS, OHA and LPHA wish to e.g. modify the Fiscal Year 2020 (FY20) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to e.g. modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

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

AGREEMENT

- Exhibit A “Definitions”, Section 16 “Program Element” is amended to add Program Element titles and funding source identifiers as follows:

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE 43 Immunization Services	GF/FF	Title XIX Medicaid Admin/ Medical Assistance Program	93.778	N	N
• PE 43-03 Hepatis A Outbreak Prevention (HOPP)	FF	CDC/Immunization Cooperative Agreements	93.268	N	Y
• PE 43-04 Hepatis A Outbreak Prevention (HOPP) Incentives	GF/FF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N

- Exhibit C entitled “Financial Assistance Award” of the Agreement for FY20 is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
- Exhibit J “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

4. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
7. The parties expressly ratify the Agreement as herein amended.
8. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
9. This Amendment becomes effective on the date of the last signature below.

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

10. Signatures.

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

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

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

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Steven Marlowe, Senior Assistant Attorney General on July 26, 2019. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

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

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

State of Oregon Oregon Health Authority Public Health Division				Page 1 of 4
1) Grantee Name: Clackamas County		2) Issue Date October 10, 2019	This Action AMENDMENT FY 2020	
Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		3) Award Period From July 1, 2019 Through June 30, 2020		
4) OHA Public Health Funds Approved				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE01-01 State Support for Public Health	506,554	0	506,554	
PE02 Cities Readiness Initiative	37,499	0	37,499	
PE07 HIV Prevention Services	128,846	0	128,846	
PE12 Public Health Emergency Preparedness and Response (PHEP)	170,273	0	170,273	
PE13-01 Tobacco Prevention and Education Prgram (TPEP)	94,828	0	94,828	
PE27-03 PDOP - Gap Funding (OSTR/PDO)	28,497	0	28,497	
PE27-04 PDOP Naloxone Project (SOR)	48,753	0	48,753	
PE27-05 PDOP Bridge (PDO/SOR)	41,665	0	41,665	
PE40-01 WIC NSA: July - September	188,990	0	188,990	
PE40-02 WIC NSA: October - June	566,969	0	566,969	
PE40-03 BFPC: July - September	17,325	0	17,325	
PE40-04 BFPC: October - June	51,975	0	51,975	
PE40-05 Farmer's Market	2,699	0	2,699	
PE42-03 MCAH Perinatal General Funds & Title XIX	11,060	0	11,060	
PE42-04 MCAH Babies First! General Funds	35,342	0	35,342	
PE42-06 MCAH General Funds & Title XIX	20,752	0	20,752	
PE42-07 MCAH Title V (July-Sept)	29,663	0	29,663	
PE42-08 MCAH Title V (Oct-June)	88,988	0	88,988	

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 4	
1) Grantee Name: Clackamas County		2) Issue Date October 10, 2019		This Action AMENDMENT FY 2020
Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		3) Award Period From July 1, 2019 Through June 30, 2020		
4) OHA Public Health Funds Approved				
Program		Award Balance	Increase/ (Decrease)	New Award Bal
PE42-09	MCAH Oregon Mothers Care Title V (July-Sept)	2,283	0	2,283
PE42-10	MCAH Oregon Mothers Care Title V (Oct-June)	6,849	0	6,849
PE43	Public Health Practice (PHP) - Immunization Services (Vendors)	92,462	0	92,462
PE43-03	Hepatitis A Outbreak Prevention Project (HOPP)	0	29,533	29,533
PE43-04	HOPP Incentives (Hepatitis A Outbreak Prevention Project)	0	1,000	1,000
PE44-01	SBHC Base	300,000	0	300,000
PE44-02	SBHC - Mental Health Expansion	376,500	0	376,500
PE46-02	RH Community Participation & Assurance of Access (July - Mar)	0	0	0
PE46-03	RH Community Participation & Access (State Funds)	41,893	0	41,893
PE46-04	RH Community Participation & Access Federal Funds (July-Mar)	1,638	0	1,638
PE50	Safe Drinking Water (SDW) Program (Vendors)	147,475	0	147,475
PE51-01	LPHA Leadership, Governance and Program Implementation	215,498	0	215,498
		3,255,276	30,533	3,285,809
5) Foot Notes:				
PE01-01	1	Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.		
PE01-01	2	8/2019: SFY20 Award amended for increase for July 1, 2019-June 30, 2020. Previous footnotes are void and replaced by this one.		
PE13-01	1	Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd		
PE13-01	2	8/2019: Award is 5 months (July-November 2019) of bridge TPEP funding and will be paid out at 1/5th, all previous footnotes are void and replaced by this one.		
PE40-05	1	7/2019: Funding available SFY2020 July - December 2019		
PE42-07	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		

State of Oregon Oregon Health Authority Public Health Division			Page 3 of 4
1) Grantee Name: Clackamas County		2) Issue Date October 10, 2019	This Action AMENDMENT FY 2020
Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		3) Award Period From July 1, 2019 Through June 30, 2020	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE42-08 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-09 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-10 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE43-03 1	Funding is for Oct. 1, 2019 – June 30, 2020 – Funds to be used on Hepatitis A Outbreak Prevention.		
PE43-04 1	Funding is for Oct. 1, 2019 – June 30, 2020 – Funds to be used on Hepatitis A Outbreak Prevention Incentives.		
PE46-03 1	7/2019: Funding is for July 15, 2019 - June 30, 2020		
PE46-04 1	7/2019: Funding for July 1-14, 2019		
PE51-01 1	9/2019: Funding is for period of October 1, 2019-June 30, 2020		
6) Comments:			
PE02	7/2019: Adding program element as result of Washington County relinquishing CRI lead agency status		
PE07	Initial SFY20: \$39,628 is for the period of 7/1/19 to 12/31/19 and must be spent by 12/31/19.		
PE07	7/2019: Funding period 07/01/19 - 12/31/19 - \$64,422. A minium of \$39,627 must be spent by 12/31/19. Funding period 01/01/20 - 06/30/20 - \$64,422		
PE13-01	8/2019: Amending to add 2 months of funding (total award is now for July-November 2019)		
PE27-03	Initial SFY20: \$28,496.83 in FY20 is available 7/1/19-8/31/19 ONLY. This is the balance of Gap Funding from PDO Year 4 for OSTR funded LPHA's.		
PE27-04	9/2019: \$48,753 in SFY20. Funding Period 10/1/19-6/30/20.		
PE27-05	8/2019: \$41,665 in FY20 Available 9/1/19-1/31/20.		
PE40-01	Initial SFY20: spend \$37,798 Nutrition Education, \$7,618 Breastfeeding Promotion by 9/30/19		
PE40-02	Initial SFY20: spend \$113,394 Nutrition Education, \$22,855 Breastfeeding Promotion by 6/30/20		
PE44-02	7/2019: MH Expansion funding increase		
PE46-02	7/2019: Reducing award to \$0 and re-allocating award to PE46-03 and PE46-04		
PE46-03	7/2019: State Funding for July 15, 2019 – June 30, 2020		
PE46-04	7/2019: Federal Funding for July 1 – July 14, 2019 only		

State of Oregon Oregon Health Authority Public Health Division		Page 4 of 4	
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		2) Issue Date October 10, 2019	This Action AMENDMENT FY 2020
		3) Award Period From July 1, 2019 Through June 30, 2020	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
7) Capital outlay Requested in this Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG APPROV

Attachment B
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE43-03: Hepatitis A Outbreak Prevention Project (HOPP)

Funding Information Table

Federal Award Identification Number (FAIN):	NH23IP922626	NH23IP922626
Federal Award Date:	6/26/2019	6/26/2019
Performance Period:	07/01/19-06/30/20	07/01/19-06/30/20
Federal Awarding Agency:	CDC	CDC
CFDA Number:	93.268	93.268
CFDA Name:	Immunization Cooperative Agreements	Immunization Cooperative Agreements
Total Federal Award:	\$5,795,834	\$5,795,834
Project Description:	Immunization and Vaccines for Children	Immunization and Vaccines for Children
Awarding Official:	Michelle Banks	Michelle Banks
Indirect Cost Rate:	17.15%	17.15%
Research and Development (Y/N):	No	No

PCA: 53133 53132

INDEX: 50404 50404

Agency/Contractor	DUNS	Amount	Amount	Total FY 2020
Clackamas	96992656	\$29,533	\$0	\$29,533

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

- 4. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
- 5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 7. The parties expressly ratify the Agreement as herein amended.
- 8. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
- 9. This Amendment becomes effective on the date of the last signature below.

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

10. Signatures.

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

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

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

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Steven Marlowe, Senior Assistant Attorney General on July 26, 2019. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

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



John S. Foote, District Attorney for Clackamas County

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

October 31, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Grant Agreement with the State of Oregon
Department of Justice for the Child Abuse Multi-Disciplinary Intervention Program

Purpose/Outcomes	The CAMI Program’s goal is to support a multidisciplinary approach to child abuse intervention. Services include assessment, advocacy, and treatment to children who are victims or alleged victims of child abuse (ORS 419B.005 through 419B.050).		
Dollar Amount and Fiscal Impact	Total grant award: \$939,332.90; Carry Over from 18-19: \$1,826.54		
	Total Budget = \$941,159.45		
	Expenditure Description	MDT Approved 2019-2020 Budget:	Estimated 2020-2021 Budget:
	Children’s Center	\$400,000.00	\$400,000.00
	RISK Outreach	\$20,000.00	\$20,000.00
	MDT Coordinator	\$30,000.00	\$30,000.00
	Training	\$21,143.00	\$19,317.00
Supplies	\$349.99	\$349.45	
	Total	\$471,492.99	\$407,597.69
Funding Source	State of Oregon, acting by and through OR Department of Justice		
Duration	Effective July 1, 2019 through June 30, 2021		
Previous Board Action/Review	The Board approved the 2017-2019 MDT CAMI grant award on Oct 26, 2017, Item Number B.1.		
Strategic Plan Alignment	Ensure safe, healthy and secure communities for children.		
Contact Person	Bob Willson, Management Analyst 2 – District Attorney’s Office, 503-650-3011		

BACKGROUND:

Oregon law (ORS 418.746-418.796) requires that every county utilize a multidisciplinary approach to child abuse intervention. In 1989, the law specified that every county create a multidisciplinary team (MDT) that is coordinated through each county’s District Attorney’s office. The legislature recognized then, as it does still today, that identifying and responding to child abuse is complicated and thus requires complex collaboration and consistent team work in order to address child abuse situations adequately. (Grant Handbook, Page 5)

Clackamas County has received funding from the State of Oregon for Child Abuse Multi-Disciplinary Intervention (CAMI) since at least 2005. CAMI funds are intended for the ongoing support of community child abuse intervention centers (ORS 418.790 through 418.792) and for the development and maintenance of child abuse multidisciplinary teams (ORS 418.745 through 418.747).

RECOMMENDATION:

I respectfully recommend that the Board approve the attached 2019-2021 State Child Abuse Multidisciplinary Intervention (CAMI) Grant Program Award between Clackamas County, acting by and through its District Attorney’s Office and the State of Oregon, acting by and through its Department of Justice.

Respectfully submitted,

John S. Foote, District Attorney



DEPARTMENT OF JUSTICE
CRIME VICTIM AND SURVIVOR SERVICES DIVISION

MEMORANDUM

DATE: July 1, 2019

TO: 2019-2021 Child Abuse Multidisciplinary Intervention Grant
Recipients

FROM: Robin Reimer, CAMI Fund Coordinator
Crime Victim and Survivor Services Division

Attached is your agency's 2019-2021 Child Abuse Multidisciplinary Intervention Grant Agreement. Please download the entire document and have your authorized official sign the final page of the Grant Agreement.

Once the Grant Agreement is signed, please **change the application status in CVSSD E-Grants to "Agreement Accepted"** and upload a copy of the signed Grant Agreement with Exhibits in the "Grantee Signed Grant Agreement" upload field on the "Grant Agreement Upload" page in your application in E-Grants. **Please complete these steps as soon as possible.**

Once the signed Grant Agreement with exhibits has been received by CVSSD, a copy of the document signed by both your authorized official and CVSSD Director Shannon Sivell will be uploaded to E-Grants and the status of your application will be changed to "Grant Awarded." You will find the uploaded copy of your Grant Agreement under the "Agreement Upload" form on the Forms Menu of your application.

If you have any questions regarding this Agreement, please contact Robin Reimer at 971-673-3826.



DEPARTMENT OF JUSTICE
Crime Victim and Survivor Services Division

**2019-2021 STATE CHILD ABUSE MULTIDISCIPLINARY
INTERVENTION (CAMI) GRANT PROGRAM AWARD**

<p>1. Applicant Agency's Name and Address</p> <p>Clackamas County, acting by and through its District Attorney's Office 2051 Kaen Rd. Oregon City, OR 97045</p> <p>Contact Name: Joan Radonich Telephone: (503) 936-6267 E-mail: jprc5@comcast.net</p>	<p>2. Special Conditions:</p> <p>This grant project is approved subject to such conditions or limitations as set forth in ORS 418.746-418.793 and the grant application instructions.</p> <p>3. Statutory Authority for Grant:</p> <p>ORS 418.746</p>								
<p>4. Award Number:</p> <p>CAMI-MDT-2019-ClackamasCo.DAVAP-00017</p>	<p>5. Award Date:</p> <p>July 1, 2019</p>								
<p>6. Grantee Tax Identification Number:</p> <p>93-6002286</p>	<p>7. Type of Recipient:</p> <p>DAVAP</p>								
<p>8. Project Period:</p> <p>July 1, 2019 – June 30, 2021</p>	<p>9. Grant:</p> <p>Allocation Amount (Grant): \$939,332.90 Carryover in Addition Amount: \$ 1,826.54 Carryover in Offset Amount: \$.00</p> <p>Budget (Allocation + Carryover in Addition): \$941,159.45</p>								
<p>10. Semi-Annual Progress Reports:</p> <p>January 31, 2020 July 20, 2020 January 31, 2021 July 20, 2021 (final)</p>	<p>11. Financial Reports Due Dates:</p> <table border="0"> <tr> <td>October 31, 2019</td> <td>October 31, 2020</td> </tr> <tr> <td>January 31, 2020</td> <td>January 31, 2021</td> </tr> <tr> <td>April 30, 2020</td> <td>April 30, 2021</td> </tr> <tr> <td>July 20, 2020</td> <td>July 20, 2021 (final)</td> </tr> </table>	October 31, 2019	October 31, 2020	January 31, 2020	January 31, 2021	April 30, 2020	April 30, 2021	July 20, 2020	July 20, 2021 (final)
October 31, 2019	October 31, 2020								
January 31, 2020	January 31, 2021								
April 30, 2020	April 30, 2021								
July 20, 2020	July 20, 2021 (final)								
<p>This award is contingent upon the contractor agreeing to the attached assurances and terms of award for the grant entitled "State Child Abuse Multidisciplinary Intervention (CAMI) Grant Award". This award document, the certified assurances and terms of award must be signed by an authorized official in order to validate the acceptance of this award.</p>									

**OREGON DEPARTMENT OF JUSTICE
CHILD ABUSE MULTIDISCIPLINARY INTERVENTION ACCOUNT**

**INTERGOVERNMENTAL GRANT AGREEMENT
CAMI-MDT-2019-CLACKAMASCO.DAVAP-00017**

BETWEEN: State of Oregon, acting by and through (Grantor)
its Department of Justice,
1162 Court St. NE
Salem, Oregon 97301-4096
Facsimile Number: (503) 378-5738

AND: Clackamas County, acting by and through its District Attorney's Office (Grantee)
2051 Kaen Rd.
Oregon City, OR 97045

PROJECT START DATE: July 1, 2019

GRANT AWARD PROVISIONS

**SECTION 1
LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis for Award. Pursuant to ORS 418.746¹, Grantor is authorized to enter into a Grant Agreement and to make an award, from the Child Abuse Multidisciplinary Intervention (CAMI) Account, to Grantee for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Agreement, hereafter referred to as Agreement, is between Grantor and the forenamed Grantee.

Section 1.03. Effective Date. This Agreement will become effective on the date when all required signatures have been obtained, including any necessary approvals.

Section 1.04. Agreement Documents. This Agreement includes the following documents, listed in descending order of precedence and incorporated into this Agreement: this Agreement (except Exhibits and documents incorporated herein), and Exhibits A through C. 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.

This Agreement is also subject to the terms of the following documents. In the event of a conflict between two or more of the following documents, the language in the document with the higher precedence shall control.

- (a) The most current version of the CAMI Grant Management Handbook available at <https://www.doj.state.or.us/crime-victims/grant-funds-programs/child-abuse-multidisciplinary-intervention-cami-fund/>.

¹ 2019 Oregon Laws Ch. 141 (H.B. 2464 (2019 Regular Session)), amends ORS 418.746 and the related CAMI statutes. The amendments are operative January 1, 2020.

- (b) 2019-2021 CAMI MDT Grant Request for Applications Application Instructions and any Amendments.
- (c) Grantee's CAMI MDT 2019-21 Application.

Section 1.05. Source of Funds. Payment for the Project will be from the Child Abuse Multidisciplinary Intervention Account and monies allocated from the Oregon General Fund.

TERMS AND CONDITIONS

SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of **\$939,332.90** (the "Grant") from the Child Abuse Multidisciplinary Intervention Account provided however that Grantor shall deduct from the amount of said Grant the amount by which the Carryover exceeds five percent (5%) of Grantee's 2019-2021 grant allocation, to financially support and assist Grantee's implementation of the Grantee's Application submitted in E-Grants and dated as of **April 2, 2019** and referred to as the "Project." Grantee agrees and acknowledges that Grantor may need to change the amount of the Grant based upon fluctuations in revenue, assessments to the Child Abuse Multidisciplinary Intervention Account program and other factors. Changes to the Grant amount will be implemented through amendments to this Grant Agreement.

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Grantee shall carry out this Agreement on behalf of the multidisciplinary team. The multidisciplinary team shall implement the Project, using CAMI grant funds only for Project purposes.

Section 2.03. Disbursement of Grant Moneys. Subject to Sections 2.04, 2.05 and 2.06, Grantor shall disburse the Grant moneys to Grantees on a quarterly basis.

- (a) Additionally, grantee may retain (and expend in accordance with this Agreement) up to **\$ 1,826.54** of funds previously provided to Grantee in prior grant periods, which funds remained unexpended by Grantee on the date of this Agreement .

Section 2.04. Conditions Precedent to Each Disbursement. Grantor's obligation to disburse Grant moneys to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Moneys are available in the Child Abuse Multidisciplinary Intervention Account to finance the disbursement;
- (b) Grantor has received sufficient funding, appropriations, limitations, allotments, or other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantee is in compliance with all reporting requirements of all active or prior CAMI grants through the CAMI grant program, including, but not limited to:
 - (i) Grantor has received completed reports through E-Grants as described in

Section 5.05(b).

- (d) No default as described in Section 6.03 has occurred;
- (e) Grantee has submitted the required information to resolve all of the conditional eligibility criteria by the deadlines set forth in the CVSSD E-Grants Modification Announcement found in CVSSD E-Grants;
- (f) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Grant Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

None

Section 2.06. Grant Availability Termination. The availability of Grant moneys under this Agreement and Grantor's obligation to disburse Grant moneys pursuant to Section 2.03 shall only be for expenses that Grantee incurs before **June 30, 2021** (the "Availability Termination Date"). Grantor may not disburse any Grant money for expenses which Grantee incurs after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee's completed performance or on **June 30, 2021**, whichever date occurs last. Agreement termination shall not extinguish or prejudice Grantor's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

**SECTION 3
USES OF GRANT**

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant moneys is limited to those expenditures necessary to conduct an activity or complete a project falling within a Service Area, as described in Exhibit A, and is further limited as set forth in Exhibit B. Grantee's use of Grant moneys is further limited by the following budget categories set forth in the revised budget (the "Budget") submitted to Grantor: Personnel, Services and Supplies, and Other Expenses (the "Budget Categories"). Grantee's use of Grant moneys in a particular Budget Category may not exceed the amount specified therefore in the Budget except as permitted by and in accordance with the procedures set forth through CVSSD E-Grants with regard to budget revisions.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant moneys to retire any debt, to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement or to replace funds previously allocated by Grantee for child abuse intervention, or any other purpose not authorized by this Agreement.

Section 3.03. Unexpended Grant Moneys. Any Grant moneys disbursed to Grantee, or any interest earned by Grantee on the Grant moneys, that are not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor or, with Grantor's prior written approval, carried over to another award from the Child Abuse Multidisciplinary Intervention Account. Grantee may retain and carry forward unexpended amounts up to and including five percent (5%) of Grantee's 2017-2019 allocation to support and carry out obligations of this Grant Award. Any amount of Carryover that exceeds five percent (5%) of Grantee's 2017-2019 grant allocation shall be returned. Grantee may, at its option, satisfy its obligation to return unexpended funds under

this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor. If Grantee fails to return the amount of the unexpended funds within fifteen (15) days after the Availability Termination Date or the date this Agreement is terminated, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this agreement and any payment to Grantee from Grantor under any contract or agreement, present or future, between Grantor and Grantee.

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is a political subdivision of the State of Oregon duly organized, validly existing, and in good standing under the laws of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, any provision of Grantee's articles of incorporation or bylaws, or any provision of Grantee's charter or other organizational document and (c) 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 are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04. Approvals. 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.

SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01. Project Commencement. Grantee shall cause the Project to be operational no later than 60 days from the Project Start Date of this Agreement. If the Project is not operational by that date, Grantee must submit a letter to Grantor describing steps taken to initiate the Project, reasons for delay, and the expected Project Start Date. If the Project is not operational within 90 days of the date of this Agreement, the Grantee must submit a second letter explaining the additional delay in implementation, and the Grantor may, after reviewing the circumstances, consider the Grantee in default in accordance with Section 6.03 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Grantee shall complete the Project no later than **June 30, 2021** provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04(a) and (b) are not satisfied, the Grantee shall not be required to complete the project.

Section 5.03. Service Area Activities. Grantee shall conduct at least one activity or complete at least one project falling within at least one of the Service Areas no later than the Availability Termination Date.

Section 5.04. Confidentiality. In order to ensure the safety of child victims, and non-offending family members, Grantee shall protect the confidentiality and privacy of persons receiving services. Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs; or reveal individual client information without the informed, written, reasonably time-limited consent of the recipient of services or the recipient's responsible parent or guardian about whom information is sought, whether for this Project or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor. If a minor or a person with a legally appointed guardian is permitted by law to receive services without a parent's (or guardian's) consent, the minor or person with a guardian may consent to release of information without the additional consent from the parent or guardian.

If release of information described in the previous paragraph is compelled by statutory or court mandate, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and Grantee shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

Grantee may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.

The term "personally identifying information", "individual information", or "personal information" means individually identifying information for or about an individual victim of domestic violence, dating violence, sexual assault, or stalking, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.

Grantee shall notify the Grantor promptly after receiving a request from the media for information regarding a recipient of services funded with Grant moneys.

Section 5.05. Reporting Requirements. Grantee shall submit all reports through the CVSSD E-Grant system at www.cvssdegrants.com.

- (a) Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending: September 30, December 31, March 31, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly financial reports as described in the CVSSD E-Grant system.
- (b) Semi-Annual Progress Report. Twice in each year of the grant, Grantee shall submit

program progress and service information describing the activities of the Multidisciplinary Team (MDT) for that six-month period. Reports will be due no later than 30 days after the end of the calendar quarters ending December 31, and no later than July 20 for the calendar quarter ending June 30. These reports will document grant-funded activity as listed in the Intervention Plan, described in ORS 418.746(5)(a), and will document the number of children served by the MDT, the types of services provided, and compliance with Karly's Law (ORS 419B.022 *et. seq.*).

Section 5.06. Criminal History Verification. Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Grantee; or
- (b) As the employer, by contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or
- (c) By use of another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Grantee shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether based upon the conviction the person poses a risk to working safely with victims of crime. If Grantee intends to hire or retain the employee, potential employee or volunteer, Grantee shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant/ employee/volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Grantee will place this explanation, along with the applicant/employee/ volunteer's criminal history check, in the employee/volunteer personnel file for permanent retention.

Section 5.07. Procurement Standards. Grantee shall follow the same policies and procedures it uses for procurement from any other State or federal funds. Grantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards.

Section 5.08 Meeting Documentation. MDT Administrative Business. The MDT must keep minutes from each MDT administrative meeting or any administrative discussion during any

meeting. Grantee shall ensure that the MDT keeps proper minutes from each MDT administrative meeting as it occurs. Administrative discussion includes but is not limited to the changes to the grant Intervention Plan, requests to redirect grant funds, and changes to roles or personnel on the MDT. Per 5.09 below, Grantor periodically may request to review meeting minutes. Grantor will require meeting minutes as part of any budget revision discussion, indicating the MDT's approval for any change to the MDT budget.

Section 5.09. Records and Inspection. Grantee shall keep proper books of account and records on all activities associated with the Grant including, but not limited to, books of account and records on expenditure of the Grant moneys and on the services financed with the Grant moneys. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of six years after the Availability Termination Date set forth in Section 2.06 or the date that all disputes, if any, arising under this Agreement have been resolved. Grantee will permit Grantor, the Secretary of State of the State of Oregon, or their duly authorized representatives to inspect its properties, all work done, labor performed and materials furnished in connection with the activities financed with Grant moneys, and to review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of funds received from Grantor. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to records at any reasonable time for as long as the records are maintained. In particular, but without limiting the generality of the foregoing, Grantee shall permit Grantor's Child Abuse Multidisciplinary Intervention Account coordinator to attend case staffings, confidential proceedings and other meetings related to services financed with Grant moneys as Grantor deems reasonably necessary to monitor Grantee's use of the Grant moneys.

Section 5.10. Compliance with Laws. Grantee shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant moneys and the activities financed with the Grant moneys. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section V of the rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659A.142, (d) all regulations and administrative rules established pursuant to the foregoing laws, and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Section 5.11. Grant Management Handbook. Grantee shall comply, and cause its subgrantees to comply, with the terms of the Grant Management Handbook available at <https://www.doj.state.or.us/crime-victims/grant-funds-programs/child-abuse-multidisciplinary-intervention-cami-fund/>, and incorporated herein.

Section 5.12. Movement of Funds. Grantee shall obtain prior approval from Grantor for:

- (a) For grant awards totaling \$500,000 or less: Movement of funds that total more than \$3,000 in the Personnel, Services and Supplies, and/or Other Services categories;
- (b) For grant awards totaling more than \$500,000: Movement of funds that total more than \$5,000 in the Personnel, Services and Supplies, and/or Other Services categories; OR
- (c) Adding a budget category or line item that did not exist in the original budget; OR
- (d) Deleting an existing category.

SECTION 6 TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination for Convenience; Termination by Grantor. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) there are not sufficient funds in the Child Abuse Multidisciplinary Intervention Account to permit Grantor to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.04.

Section 6.03. Default. Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the Project, the expenditure of Grant moneys or the performance by Grantee is untrue in any material respect when made; or
- (b) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or
- (c) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If a party's default is not cured within fifteen (15) days of written notice thereof to the other party (or such longer period as the notifying party may authorize in its sole discretion), the notifying party 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, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, and declaration of ineligibility for the receipt of future CAMI Account awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantor terminates this Agreement as a result of Grantee's default, Grantee shall return all unexpended funds to Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee. The parties shall engage in nonbinding discussions to give the alleged defaulting party an opportunity to present reasons why it believes it is not in default or that the default is not material and give the notifying party an opportunity to withdraw its notice. The parties may also negotiate an appropriate resolution of the default, including without limitation the amount of any misexpended funds.

SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court of the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSSD E-Grants. No term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing.

Section 7.05. Subcontracts, Successors and Assignments.

a. Grantee shall not enter into any subcontracts for any of the Project activities required by this Agreement without Grantor's prior written consent. Grantee shall ensure that all subcontractors comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of Oregon Criminal Fines Account or General Funds. Grantor's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.

b. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06. Entire Agreement. This Agreement 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.

Section 7.07. Contribution and Indemnification.

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

(b) With respect to a Third Party Claim for which the Grantor is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the Grantor shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the Grantor 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 the Grantor on the one hand and of the 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. The Grantor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Grantor had sole liability in the proceeding.

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

- (d) Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- (e) Indemnification by Subcontractors. Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- (f) Subcontractor Insurance Requirements. Grantee shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS on Exhibit C, attached hereto and incorporated by reference herein, and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Grantee and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Grantor. Grantee shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier"

contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Agreement.

Section 7.09. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.10. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Moneys; Section 5.09, Records and Inspection; and Section 7, MISCELLANEOUS, and any other provisions that by their terms are intended to survive termination of this Agreement.

Section 7.11. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.12. 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.

Section 7.13. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.14. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.15. No Third Party Beneficiaries. Grantor and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.



STATE OF OREGON

Acting by and through its Department of Justice

By: _____

Name: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

Date: _____

AUTHORIZED AGENT FOR GRANTEE

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

By: Shannon Sivell

Title: Director, Crime Victim and Survivor Services

Date: Approved by email on 10/07/2019

EXHIBIT A
GRANT AWARD SERVICE AREAS

The Grant moneys are awarded solely for activities and projects falling within the following Service Areas:

1. Assessment Services. Assessment services are medical assessments of, intervention services to or psycho-social assessments of children in Oregon suspected of being victims of abuse or neglect. For purposes of this description, the phrases medical assessment, intervention service and psycho-social assessment have the following meanings:

Medical Assessment means an assessment by or under the direction of a physician who is licensed to practice medicine in Oregon and trained in the evaluation, diagnosis and treatment of child abuse and includes, but is not limited to, the taking of a thorough medical history, a complete physical examination, an interview for the purpose of making a medical diagnosis, a determination of whether or not the child has been abused or neglected, and identification of appropriate treatment or referral for follow-up for the child.

Intervention Service means a service provided by criminal justice or child protective services staff to intervene effectively in a case of suspected child abuse.

Psycho-Social Assessment means an evaluation of the child and his or her family to determine the need for services to reduce the adverse reaction to victimization and the availability of resources to meet those needs.

2. Advocacy Services. Advocacy services are services that reduce additional trauma to children (and their families) in Oregon suspected of being victims of abuse or neglect or that support the identification and development of therapeutic services to such children (and their families). Advocacy services include, but are not limited to, protective services, intervention advocacy, prevention advocacy and professional training and education, all as described below:

Protective Services means activities that are required to protect the child, prevent future abuse, and support the healing process associated with the abuse or neglect related trauma.

Intervention Advocacy means activities identified at the local and state level to provide more effective intervention for victims of child abuse or neglect.

Prevention Advocacy means activities associated with local and state fatality reviews or subsequent prevention strategies to reduce abuse or neglect related fatalities.

Professional Training and Education means support for professional training and education or for educational resources such as a clearinghouse, speakers bureau, or library, for professionals involved in child abuse and neglect intervention.

3. Treatment Services. Treatment services are information, referral or treatment for child abuse or neglect victims and their families. For purposes of this description, the words information, referral and treatment have the following meanings:

Information means providing information regarding treatment resources.

Referral means referral to therapeutic services.

Treatment means providing and coordinating therapeutic treatment intervention.

Exhibit B
ELIGIBLE EXPENSES

Grant moneys may be used only for the following expenses necessarily incurred by Grantee in conducting an activity or completing a project falling within a Service Area:

1. Costs for staff, interviewers, interpreters, prosecutors (Deputy District Attorneys) and expert witnesses.
2. Costs for services, supplies, rent, and capital equipment.
3. Other operational expenses necessarily incurred in connection with a particular project or activity falling within a Service Area.

EXHIBIT C
SUBCONTRACTOR INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE. Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Grantor.

i. **WORKERS COMPENSATION.** All employers, including Subcontractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

ii. **EMPLOYERS' LIABILITY.**

Required by Agency **Not required by Agency.**

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. **PROFESSIONAL LIABILITY**

Required by Agency **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontractor shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. **COMMERCIAL GENERAL LIABILITY.**

Required by Agency **Not required by Agency.**

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

v. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.

Required by Agency **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

B. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Subcontractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit C.

D. CERTIFICATE(S) OF INSURANCE. Subcontractor shall make available to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.**

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Application for: Subrecipient funds Direct Grant

Lead Department: Clackams County District Attorney Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: Child Abuse Multidisciplinary Intervention Account (CAMI)

Funding Source: Federal State Local: _____

Requestor Information (Name of staff person initiating form): Joan Radonich (MDT Grant Coordinator on Contract)

Requestor Contact Information: 807 Main Street, Rm 7, Oregon City, 503-936-6267, jprc5@comcast.net

Department Fiscal Representative: Bob Willson, Clackamas County DA Management Analyst

Program Name or Number (please specify): CAMI MDT, 220-1132-07101

Brief Description of Project:

The Child Abuse Multidisciplinary Intervention (CAMI) Account is the primary source of state funding for the intervention, assessment and investigation of child abuse. State law requires CAMI funds be distributed through multidisciplinary teams (MDTs). MDTs are established in each county under the leadership of the local district attorney. Each county develops a coordinated intervention plan and protocols to provide comprehensive services to the victims of child abuse, including assessment, advocacy, treatment and prosecution.

Name of Funding (Granting) Agency: State of Oregon Department of Justice - Crime Victims - Child Abuse Multi

Agency's Web Address for Grant Guidelines and Contact Information:

<https://www.doj.state.or.us/crime-victims/grant-funds-programs/child-abuse-multidisciplinary-intervention-cami-fund/>

OR

Application Packet Attached: Yes No

Completed By: Bob Willson 9/23/19 Date

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: _____

CFDA(s), if applicable: N/A

Announcement Date: _____ Announcement/Opportunity #: _____

Grant Category/Title: 2019-2021 State Child Abuse Multidisciplinary Intervention (CAMI) Grant Program Awa Max Award Value: \$ 939,333

Allows Indirect/Rate: N/A Match Requirement: None

Application Deadline: _____ Other Deadlines: _____

Grant Start Date: 7/01/2019 Other Deadline Description: _____

Grant End Date: 6/30/2021

Completed By: Bob Willson Program Income Requirement: _____

Pre-Application Meeting Schedule: _____

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant support the Department and/or Division's Mission/Purpose/Goals?

2. What, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this grant? How will we meet these objectives?

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant?

2. How will grant performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this grant?

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

2. Are other revenue sources required? Have they already been secured?

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

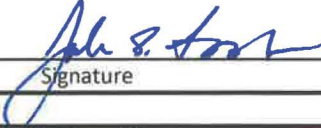
4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?


Program Approval:

Name (Typed/Printed)	Date	Signature
** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **		
** ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN. **		

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR or ELECTED OFFICIAL (or designee, if applicable)		
John S. Foote	9/07/19	
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Jeff Aldridge	10/1/19	
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

**County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.**



CRAIG ROBERTS, Sheriff

Clackamas County Sheriff's Office

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office for approval of an Amendment to the Corizon Health Medical Services Contract

Purpose /Outcomes	Corizon Health Medical Services to provide certain health care services delivered to individuals in the custody and control of CCSO, Jail Division.
Dollar Amount & Fiscal Impact	Addition of \$52,126.40 is requested to cover final obligations accrued under the total July 1, 2018-December 31, 2018 contract period. This amount increases the total contract value for that period to \$1,874,977.40.
Funding Source	Clackamas County Sheriff's Office Operations Fund.
Safety Impact	Medical services to inmates in custody at the Clackamas County Jail.
Duration	Effective upon signature; contract, including amendment is closed out when outstanding bill is processed.
Previous Board Action/Review	<i>Agreement has been approved annually since FY 2011-12.</i>
Counsel Review	June 19, 2019
Contact Person	Nancy Artmann, Sheriff's Finance Manager - Office 503-785-5012
Contract No.	Fourth Amendment, to close out final obligations under contract.

BACKGROUND:

The Clackamas County Jail operated a medical clinic that contracted with an outside vendor, Corizon Health Medical Services, from FY2011 – 2012 through December 31, 2018. Although Corizon's contract has ended, it allowed up to 150 days for Corizon to process all claims and submit final invoices. This contract amendment is needed to process payment and close out the contract. The Jail has been in contract with Corizon since FY 2011-12. In 2016, we had 70,003 medical clinic contacts and 3,006 mental health contacts.

RECOMMENDATION:

Staff recommends that the Board of Commissioners of Clackamas County approve Amendment #4 to the Corizon Health Medical Services contract and authorizes Craig Roberts, Sheriff to sign on behalf of Clackamas County.

Respectfully submitted,

Craig Roberts, Sheriff
Clackamas County Sheriff's Office

Placed on the _____ agenda by Procurement.

"Working Together to Make a Difference"

FOURTH AMENDMENT TO THE RENEWAL HEALTH SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO THE RENEWAL HEALTH SERVICES AMENDMENT (hereinafter "Amendment #4") is entered into this _____ day of October, 2019, by and between **Corizon Health, Inc.** (hereinafter "Corizon" or "Contractor") and Clackamas County, Oregon, acting by and through its Board of County Commissioners (hereinafter "County"). The County and Corizon shall be referred to collectively as the "Parties."

WHEREAS, Parties entered into a Renewal Health Services Agreement on August 6, 2015 (hereinafter the "Agreement"), by which Corizon assumed the responsibilities for the provision of certain Health Care Services to be delivered to individuals in the custody and control of the County; and

WHEREAS, Parties entered into a First Amendment to the Agreement effective July 1, 2016 (the " First Amendment"); and

WHEREAS, Parties entered into a Second Amendment to the Agreement effective June 29, 2017 (the "Second Amendment"); and

WHEREAS, Parties entered into a Third Amendment to the Agreement effective July 1, 2018 (the "Third Amendment"); and

WHEREAS, Parties desire to further amend the Agreement to effectuate the following changes:

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

1. ARTICLE I, Section 1.2 (d) **Scope of General Services**, Base Compensation is hereby amended solely for the purposes of final reconciliation per Article 1, Section 1.3 Limitations on Responsibility for Costs:

CONTRACT YEAR 4	\$ 1,822,851.00
<u>AMENDMENT #4</u>	<u>\$ 52,126.40</u>
TOTAL AMENDED CONTRACT	\$ 1,874,977.40

2. The funds listed above represents the amount to be reconciled between the parties and shall not exceed Fifty-Two Thousand One Hundred Twenty-Six Dollars and Forty Cents (\$52,126.40).
3. In all other respects, the terms and conditions of the Agreement, as amended, shall continue unchanged and in full force and effect.
4. This amendment is solely for purposes of final reconciliation and Contract closeout. Nothing herein shall be construed as authorization to perform additional work under the Contract. By signature below, the parties agree to this Amendment #4, effective upon the date of the last signature below.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment (the Fourth Amendment to the Renewal Health Services Agreement) in their official capacity and with legal authority to do so. This Amendment may be executed in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

Corizon Health, Inc.

Clackamas County

Authorized Signature Date

Craig Roberts, Sheriff

Printed Name

Date

__545710-89_____
Oregon Business Registry #

Approved as to Form:

__FBC / Delaware_____
Entity Type / State of Formation

County Counsel Date



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

October 31, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement with City of Gladstone for Youth
Work Crews for the Project Payback Program**

Purpose/ Outcomes	City of Gladstone will provide opportunities for youth involved with the Juvenile Department to complete general labor, including litter patrol, brush cutting, ivy removal and leaf pickup/removal within their city.
Dollar Amount and Fiscal Impact	Gladstone, Oregon will provide up to \$4,080 through June 30, 2020. There are no general fund dollars required.
Funding Source	City of Gladstone, Oregon
Duration	Effective through June 30, 2020.
Previous Board Action	June 7, 2018 Agenda Item F.1
Strategic Plan Alignment	1. Provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused. 2. Ensure safe, healthy and secure communities.
Counsel Review	10/15/19
Contact Person	Lisa Krzmarzick, Administrative Services Supervisor, Juvenile Department, ext. 8788
Contract No.	N/A

BACKGROUND:

This first renewal of the Intergovernmental Agreement provides work for youth which then provides an avenue for the youth to earn funds to repay victims and pay their court fines and fees.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement renewal.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

Renewal No. 1 to the 2018-IGA

Clackamas County Juvenile Department

And

The City of Gladstone, Oregon

For The Provisions of Youth Work Crews for the Project Payback Program

This Renewal No. 1, when signed by each party, as authorized by the original effective date July 1, 2018, will become part of the contract documents, superseding the original to the applicable extent indicated.

AGREEMENT FORM

Extend the term of the 2018 Contract through June 30, 2020.

Effective immediately contact information should be amended as follows:

City Payments should be mailed to:
Clackamas County Juvenile Department
Attn: Ed Jones, Administrative Services Manager
2121 Kaen Rd
Oregon City, OR 97045

The Liaison for the County will be:
Tanya Kramer (Tkramer@co.clackamas.or.us)

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

City of Gladstone

**Clackamas County, Oregon
Board of County Commissioners**


Steven Graves,
Gladstone City Supervisor

Jim Bernard
Chair

10-17-19
Date

Date

Jeffrey Munns 10/15/19
Approved by County Counsel

Recording Secretary



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

October 31, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement with City of West Linn for Youth
Work Crews for the Project Payback Program**

Purpose/ Outcomes	City of West Linn will provide opportunities for youth involved with the Juvenile Department to complete general labor, including litter patrol, brush cutting, ivy removal and leaf pickup/removal within their city.
Dollar Amount and Fiscal Impact	West Linn, Oregon will provide up to \$10,200 through June 30, 2020. There are no general fund dollars required.
Funding Source	City of West Linn, Oregon
Duration	Effective through June 30, 2020.
Previous Board Action	July 12, 2018 Agenda Item E.1.
Strategic Plan Alignment	1. Provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused. 2. Ensure safe, healthy and secure communities.
Counsel Review	10/15/19
Contact Person	Lisa Krzmarzick, Administrative Services Supervisor, Juvenile Department, ext. 8788
Contract No.	N/A

BACKGROUND:

This first renewal of the Intergovernmental Agreement provides work for youth which then provides an avenue for the youth to earn funds to repay victims and pay their court fines and fees.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement renewal.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

Renewal No. 1 to the 2018-IGA

Clackamas County Juvenile Department

And

The City of West Linn, Oregon

For The Provisions of Youth Work Crews for the Project Payback Program

This Renewal No. 1, when signed by each party, as authorized by the original effective date July 1, 2018, will become part of the contract documents, superseding the original to the applicable extent indicated.

AGREEMENT FORM

Extend the term of the 2018 Contract through June 30, 2020.

Effective immediately contact information should be amended as follows:

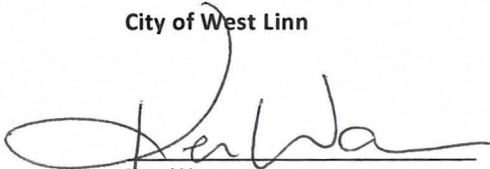
City Payments should be mailed to:
Clackamas County Juvenile Department
Attn: Ed Jones, Administrative Services Manager
2121 Kaen Rd
Oregon City, OR 97045

The Liaison for the County will be:
Tanya Kramer (Tkramer@co.clackamas.or.us)

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

City of West Linn

Clackamas County, Oregon
Board of County Commissioners



Ken Warner
Parks & Recreation Director, *INTERIM*

Jim Bernard
Chair

10-16-19

Date

Date

Jeffrey Munns 10/15/19

Approved by County Counsel

Recording Secretary



JUVENILE DEPARTMENT

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

October 31, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement with the State of Oregon Acting
by and through its Oregon Youth Authority for Individualized Services**

Purpose/ Outcomes	This Intergovernmental Agreement between the State of Oregon, by and through Oregon Youth Authority, and Clackamas County provides reimbursement dollars for Individualized Services.
Dollar Amount and Fiscal Impact	State of Oregon will provide up to \$69,239.00 to the Department. There are no general fund dollars required.
Funding Source	State of Oregon
Duration	Effective July 1, 2019 through June 30, 2021.
Previous Board Action	IGA #13191 signed July 16, 2015 Agenda Item C.1., IGA #13736 Signed June 29, 2017 Agenda Item G.2.
Strategic Plan Alignment	1. Provide intervention, accountability and support services to youth referred to the Department so they can stop committing offenses, understand the impact of their actions, repair harm and make positive change. 2. Ensure safe, healthy and secure communities.
Counsel Review	Approved 10/23/2019
Contact Person	Ed Jones, Administrative Services Manager, x3169
Contract No.	14318

BACKGROUND:

Provides funds for individual services for adjudicated youth and their families. Such services include psychological evaluations, therapy, GED testing and classes, bus passes, various pro-social and/or classes, polygraph tests, etc. The County agrees to provide youth-specific, comprehensive wrap around services for youth who are eligible for these services. In order to be eligible, a youth must be adjudicated delinquent and in need of services that cannot be funded through any other source, public or private, in any other way. Youth must be at risk of commitment to the Oregon Youth Authority (OYA), an OYA youth correctional facility, or youth at risk of recommitment/revocation to an OYA youth correctional facility.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Procurement Unit at (503) 373-7371.

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT
INDIVIDUALIZED SERVICES**



Agreement # 14318

This Agreement is between the State of Oregon, acting by and through its **Oregon Youth Authority**, hereafter called "OYA" or "Agency", and **Clackamas County**, hereafter called "County", both individually without distinction as "Party" and collectively as the "Parties."

Agency's **Agreement Administrator** for this Agreement is:

Laura Ward

Phone Number: (503) 373-7125

Address: 530 Center St NE, Suite 500, Salem, Oregon 97301

1. Effective Date and Duration. Upon receipt of all required approvals and execution by all parties, this Agreement shall be effective **July 1, 2019**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Agency accepts County's completed performance or on **June 30, 2021**, whichever date occurs first. Agreement termination shall not extinguish or prejudice Agency's right to enforce this Agreement with respect to any default by County that has not been cured.

2. Statement of Work. County shall perform the work (the "Work" or "Service") as set forth in the Statement of Work, which includes the delivery schedule for such Work, and that is attached hereto as Exhibit A. County shall perform the Work in accordance with the terms and conditions of this Agreement.

3. Consideration

a. The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$69,239.00**. Agency will not pay County any amount in excess of the not-to-exceed compensation of this Agreement for completing the Work, and will not pay for Work performed before the date this Agreement becomes effective or after the termination of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before County performs Work subject to the amendment.

b. Interim payments to County shall be subject to ORS 293.462, and shall be made in accordance with the payment schedule and requirements in Exhibit A.

c. Agency will pay only for completed Work that is accepted by Agency.

4. Documents. This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, Exhibit A (the Statement of Work), Exhibit B (Subcontractor Requirements) and Exhibit C (Service Tracking in JJIS). Exhibit A, B and C are attached hereto and incorporated herein by this reference.

5. Independent Contractor; Responsibility for Taxes and Withholding

a. County shall perform all Work as an independent contractor. The Agency reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, the Agency may not and will not control the means or manner of County's performance. County is responsible for determining the appropriate means and manner of performing the Work.

b. If County is currently performing work for the State of Oregon or the federal government, County by signature to this Agreement, represents and warrants that: County's Work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS 244 and no statutes, rules or regulations of the state or federal agency for which County currently performs work would prohibit County's Work under this Agreement.

c. The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an "officer", "employee", or "agent" of the Agency, as those terms are used in ORS 30.265 or otherwise.

d. County shall be responsible for all federal or state taxes applicable to compensation or payments paid to County under this Agreement and, unless County is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover County's federal or state tax obligations. County is not eligible for any social security,

OYA Agreement #14318

Clackamas County

Individualized Services

unemployment insurance or workers' compensation benefits from compensation or payments paid to County under this Agreement, except as a self-employed individual.

6. Subcontracts, Successors, and Assignments

a. County may contract with a third person or entity (a "Subcontractor") for delivery of a particular Service or portion thereof (a "Subcontract"). County may permit a Subcontractor to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Subcontractors for purposes of this Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. County shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. County shall ensure that the Subcontract is in writing and contains all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Subcontractor's performance under the Subcontract, including but not limited to, all provisions of this Agreement that expressly require County to require Subcontractor's compliance with respect thereto. County shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to the Agency upon request.

b. County shall not assign, delegate or transfer its interest in this Agreement without prior written approval of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Agency may deem necessary. No approval by the Agency of the assignment or transfer of interest shall be deemed to create any obligation of the Agency in addition to those set forth in the Agreement.

c. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, and permitted assigns.

7. No Third Party Beneficiaries. The Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of the Agency to assist and enable the Agency to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

8. Funds Available and Authorized; Payments. County shall not be compensated for Work performed under this Agreement by any other agency or department of the State of Oregon. Agency certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the Agency's current biennial appropriation or limitation. County understands and agrees that Agency's payment of amounts under this Agreement is contingent on Agency receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

9. Representations and Warranties. County represents and warrants to Agency as follows:

a. Organization and Authority. County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligation hereunder.

b. Due Authorization. The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County 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 County's charter or other organizational document and (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 County is a party or by which County or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

c. Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

d. Accuracy of Information. The statements made in and the information provided in connection with any applications, requests or submissions to the State hereunder or in connection with any funding provided to County hereunder are true and accurate in all materials respects.

e. Services. The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in Exhibit A.

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

10. Ownership of Intellectual Property.

a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Subcontractor in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 10.a(i) on OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 10a(i).

b. If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OYA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Subcontracts terms and conditions necessary to require that Subcontractors execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law or otherwise requested by OYA.

11. Contribution

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

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

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

12. Default; Remedies; Termination.

a. Default by County. County shall be in default under this Agreement upon the occurrence of any of the following events:

(i) County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Individualized Services Referral form;

(ii) Any representation, warranty or statement made by County herein or in any documents or reports relied upon by Agency to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

(iii) County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

(iv) A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues un-dismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. Agency's Remedies for County's Default. In the event County is in default under Section 12.a, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

(i) termination of this Agreement under Section 12.e(ii)(D), (E), or (F);

(ii) withholding all monies due for Work and Work Products that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

(iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

(iv) exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that County was not in default under Section 12.a, then County shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 12.e(ii)(A), (B), or (C).

c. Agency Default. Agency shall be in default under this Agreement upon the occurrence of any of the following events:

(i) Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

(ii) Any representation, warranty or statement made by Agency herein is untrue in any material respect when made.

d. County's Remedies for Agency's Default. In the event Agency terminates the Agreement under Section 12.e(ii)(A), (B), or (C), or in the event Agency is in default under Section 12.c and whether or not County elects to exercise its right to terminate the Agreement under Section 12.e(i)(B), County's sole monetary remedy shall be (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest within the limits permitted under ORS 293.462, and (b) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by Agency, less previous amounts paid and any claim(s) that Agency has against County. In no event shall Agency be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 12.d, County shall pay immediately any excess to Agency upon written demand.

e. Termination.

(i) **County Termination.** County may terminate this Agreement:

(A) In its entirety for its convenience, upon 90 days advance written notice to the Agency.

(B) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

(C) Upon 45 days advance written notice to Agency, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.

(D) Immediately upon written notice to Agency, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that County no longer has the authority to meet its obligations under this

Agreement.

(ii) Agency's Termination. Agency may terminate this Agreement in its entirety or may terminate its obligation to provide funds under any portion of this Agreement:

(A) Upon 90 days' advance written notice to County, if Agency determines, in its sole discretion, to end all or any portion of the funds to County under this Agreement.

(B) Upon 45 days written notice to County, if Agency does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of Agency's reasonable administrative discretion, to meet the payment obligations of Agency under this Agreement.

(C) Immediately upon written notice if state or federal laws, regulations, or guidelines are modified changed or interpreted in such a way that the Agency does not have the authority to provide funds for one or more Services or no longer has the authority to provide the funds from the funding source it had planned to use.

(D) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Agency may specify in the notice.

(E) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular group of Services impacted by loss of necessary licensure or certification.

(F) Immediately upon written notice to County, if Agency determines that County or any of its subcontractors have endangered or are endangering the health or safety of a Client or others.

(iii) Entire Agreement. Upon termination of this Agreement in its entirety, Agency shall have no further obligation to pay funds to County under this Agreement, whether or not Agency has paid to County all funds described in Exhibit A. Notwithstanding the foregoing, Agency shall make payments to reimburse County's for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency.

13. Limitation of Liabilities. EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION 11, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

14. Records Maintenance; Access. County shall maintain, and require all subcontractors to maintain, all financial records relating to this Agreement or any subcontractor contract in accordance with generally accepted accounting principles. In addition, County shall maintain and require all subcontractors to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each subcontractor's performance. County acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of an audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

15. Compliance with Applicable Law. County shall comply and require all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to

the extent that they are applicable to the Agreement and required by law to be so incorporated. Agency's performance under the Agreement is conditioned upon County's compliance with the provisions of ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein. County shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

16. Force Majeure. Neither Agency nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, terrorist acts and other acts of political sabotage, and war which is beyond respectively, the Agency's or County's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

17. Survival. All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 1, 7, 8, 9, 10, 11, 12, 13, 14, 17, 20, 21, 22 and 24.

18. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing, by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid, to County or Agency at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section 18. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery to the recipient's e-mail system. Any communication or notice given by personal delivery shall be effective when actually delivered.

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

20. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

21. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

22. Integration and Waiver. This Agreement, including all of its 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 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. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

23. Criminal History Checks: The Agency has statutory authority to access criminal offender information on all persons providing services under this Agreement (ORS 181A.010, 420A.010 (11) and 420A.021).

24. Confidentiality of Information.

a. The use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to

such use or disclosure. The County shall prohibit the use or disclosure by the County's subcontractors and their employees and agents of any information concerning a recipient of Services provided under the applicable subcontracts, for any purpose not directly connected with the administration of the County's or subcontractor's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its subcontractors to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of client records.

b. Agency shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

c. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

25. County-Client Relationship. The County shall establish a system approved by Agency through which a youth and the youth's parents or guardian may present grievances about the operation of the County's service program. At the time arrangements are made for the County's services, the County shall advise the youth and parents or guardian of the youth of the existence of this grievance system. The County shall notify the Agency of all unresolved grievances.

26. Program Records, Controls, Reports and Monitoring Procedures. The County shall maintain program records including statistical records, and provide program records to the Agency at times and in the form prescribed by the Agency. The County shall establish and exercise such controls as are necessary to assure full compliance with the program requirements of this Agreement. The County also agrees that a program and facilities review (including meetings with youth, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by any or all of the following: state personnel, federal personnel, and other persons authorized by the Agency. The County shall cooperate fully with such reviews.

27. Mandatory Reporting: As required by Oregon Law (ORS 419B.005 through ORS 419B.050), all OYA contractors must immediately inform either the local office of the Department of Human Services (DHS) or a law enforcement agency when they have reasonable cause to believe that any child with whom the County comes in contact has suffered abuse, or that any person with whom the County comes in contact has abused a child. Oregon Law recognizes child abuse to include but not be limited to: physical injury; neglect or maltreatment; sexual abuse and sexual exploitation; threat of harm; mental injury; child selling.

Reports must be made immediately upon awareness of the incident. Contractors are encouraged to contact the local DHS office if any questions arise as to whether an incident meets the definition of child abuse.

28. Amendments. No amendment, waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties and no such amendment, waiver, consent, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, waiver, consent, modification or change if made, shall be effective only in the specific instance and for the specific purpose given.

29. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

30. Construction. The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.

31. HIPAA Compliance. To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), and the federal regulations implementing the Act, including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time (collectively referred to as HIPAA). County shall comply and require all subcontractors to comply with the following:

a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.

b. Consultation and Testing. If County reasonably believes that County's delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with Agency.

32. Alternative Dispute Resolution

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

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

YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.

By: _____ Date: _____

Title: _____

Mailing Address: 2051 Kaen Rd _____

Oregon City, OR 97045

Facsimile: 503-742-5919 _____

County Counsel Approval:
By: Jeffrey Munns
Date: 10/23/19

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: _____ Date: _____
Amber Forster, Designated Procurement Officer

Mailing Address: 530 Center St. NE, Suite 500
Salem, Oregon 97301-3740
Facsimile: (503) 373-7921

Approved as to Legal Sufficiency by the **Attorney General's Office:** (Required if total amount owing under the Agreement, including amendments, exceeds or is likely to exceed \$150,000.00)

By: Exempt Per OAR 137-045-0050 Date: _____
Assistant Attorney General

Reviewed and Approved by OYA Agreement Administrator:

By: _____ Date: _____
Laura Ward

Reviewed by OYA Procurement Specialist:

By: _____ Date: _____
Susanna Ramus

**EXHIBIT A
STATEMENT OF WORK**

1. STATEMENT OF WORK:

1.1 Overview: Individualized services funds are intended to purchase services to meet widely varied needs, ranging from simple one-time services/purchases to complex, multi-disciplinary case management services necessary to keep a youth offender in the community, prevent commitment to Oregon Youth Authority (OYA or Agency) Probation and/or an OYA youth correctional facility, or revocation/recommitment of a youth offender to an OYA youth correctional facility. Funds are not intended for routine and ongoing costs that are already built in to other payment structures such as ongoing clothing needs, grooming needs, student body cards, etc. Rather, they are intended to fill in where other funding sources are unavailable because of the uniqueness of the need. The purchase shall directly support a need specifically itemized in a case/reformation plan. County shall research and use other resources before using Individualized services funds. Individualized services are intended to be based on evidence-based principles.

Individualized services provided by the County shall have a holistic approach across the following case plan domains:

- a) Medical;
- b) Mental Health;
- c) Social Living Skills;
- d) Alcohol and Drug Treatment;
- e) Education;
- f) Vocational;
- g) Family; and
- h) Offense specific.

Individualized services requested shall be:

- a) case-plan driven and community based;
- b) based on evidenced-based principles;
- c) outcome oriented;
- d) proactive in approach (not crisis driven); and
- e) culturally competent and gender specific.

1.2 Eligibility: The County agrees to provide youth-specific, comprehensive wrap around services for youth who are eligible for Individualized services funds. Eligible youth are those youth who have been adjudicated delinquent; are in need of services that **cannot** be funded through any other source, public or private, in any other way and services are case plan driven; and are determined to:

- a) be at risk of commitment to the OYA; or
- b) be at risk of commitment to an OYA youth correctional facility; or
- c) be at risk of recommitment/revocation to an OYA youth correctional facility.

1.3 Supervising Representatives: The Supervising Representatives for purposes of this Agreement shall be:

AGENCY: Peter Sprengelmeyer, Assistant Director, Community Services
530 Center Street NE, Suite 500, Salem, Oregon, 97301
(503) 373-7531
Peter.Sprengelmeyer@oya.state.or.us

COUNTY: Christina McMahan
2121 Kaen Road Oregon City, Oregon 97045-4037
(503) 655-8342 ext. 3171
CMcMahan@co.clackamas.or.us

Should a change in the Agency's or County's Supervising Representative or Agency's Agreement Administrator become necessary, Agency or County will notify the other party of such change. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

1.4 Services: The County's juvenile department staff shall be responsible for providing services to youth offenders referred for services under this Agreement. All referrals shall be submitted and approved using the Individualized Services Referral form as identified in subsection 1.6 of this Exhibit A. The services provided under this Agreement must:

- a) be youth-specific;
- b) provide direct support of the youth offender's specific case/reformation plan;
- c) be utilized only when no other funding sources exist, public or private, for which the youth offender could qualify;
- d) reflect a prudent expenditure of public funds and be within acceptable community norms;
- e) present no threat to public safety; and
- f) conform to the Agency's Individualized Services User Handbook. A copy of the Agency's Individualized Services User Handbook will be on file with the County and Agency.

1.5 Process: Individualized services expenditures must be approved in advance and in writing by a designee of the County and a designee of the Agency. The designee for both the County Juvenile Department and Agency shall be approved by the Agency's Supervising Representative of this Agreement.

1.6 Individualized Services Referral Form: Before any expenditures can be approved under this Agreement, the County, in consultation with the Agency, shall develop a form for each youth for whom Services are requested, titled "Individualized Services Referral" that shall be approved by the Agency Parole / Probation Supervisor or designee and Juvenile Department-designated representative for authorization of services under this Agreement. The form shall include:

- a) a statement that services are being provided under the terms of this Agreement;
- b) youth offender's Juvenile Justice Information System (JJIS) number;
- c) name of the youth offender;
- d) youth offender's date of birth;
- e) basis of jurisdiction;
- f) the signature of the requestor;
- g) case/reformation plan domain and objective and how the requested service will aid in the accomplishment of that plan;
- h) a description of the services to be provided;
- i) the service provider selected;
- j) unit cost;
- k) number of units;
- l) the total dollar amount of the services being requested;
- m) beginning and ending dates for which the services are to be delivered; and
- n) the approval signatures from a designated representative of both the County and the Agency.

County shall keep the detailed Individualized Services Referral form on file with the County and available for Agency review for a period of 24 months after the end date of this Agreement. County shall keep copies of the form available thereafter in the County's youth offender's case specific file.

1.7 Goals/Objectives: The goal of the expenditure of funds under this Agreement shall be to prevent the youth offender from further escalation into the Juvenile Justice System. Measurable progress toward these general goals shall be included in the synopsis as described in subsection 1.8 of this Exhibit A below. The goals for these funds include:

- a) reduce commitments and revocations of youth offenders who can safely be managed in the community;
- b) increase public safety by providing more appropriate services to youth offenders in the community;
- c) increase positive reformation and evidenced-based reduction of risk;
- d) decrease self-destructive behavior of youth offenders served;
- e) increase educational participation of youth offenders served;
- f) reduce the propensity of youth offenders to commit crimes;
- g) increase the skills of youth offenders to appropriately live in a community setting; and
- h) reduce the propensity of a youth offender to engage in antisocial behavior.

1.8 Synopsis: The County shall provide the Agency, **on a monthly or quarterly basis**, a synopsis of youth offenders who have been approved for the Individualized services funds during the previous month or quarter. The expenditure of Individualized service funds is directly related to the youth offender’s case/reformation plan. All of the information required in the synopsis is available in the youth offender’s case/reformation plan. The synopsis shall include:

- a) the youth offender’s JJIS number;
- b) the youth offender’s status (OYA, Juvenile Department);
- c) the risk score from the Agency’s adopted risk tool or the Oregon JCP Screen/Assessment instrument;
- d) the date(s) services were provided;
- e) the type of service authorized for the youth offender;
- f) the service provider;
- g) the total amount expended for the youth offender; and
- h) a brief description of what domain and objective from the youth offender’s case/reformation plan were met.

The synopsis shall be detailed and in the following format:

JJIS Number	Youth Status	Risk Score	Date(s) of Service	Type of Service	Service Provider	Amount Expended	Domain	Objective	OYA Agreement Number
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All of the information required in the synopsis is available in the youth offender’s case/reformation plan.

The County shall provide additional youth offender specific and service specific information upon request by the Agency. County shall send the synopsis monthly or quarterly attached to the invoice to the Oregon Youth Authority, Supervising Representative per Subsection 1.3 of this Exhibit A.

1.9 Survey/Report: The Agency is periodically required to report information on how the Individualized service funds are utilized. To meet this requirement the Agency may periodically request a report from the County that may include all or a portion of the information reported in the synopsis. The County shall provide this report upon the Agency’s request.

1.10 Verification of Service: The County by **submitting an invoice, completed Individualized Services Referral Form(s) and synopsis for reimbursement** is verifying that all services obtained for youth offenders under this Agreement have been provided as specified in the Individualized Services Referral form.

1.11 Other Funding Source Limits: Should a youth offender receiving services under this Agreement become eligible for services under any other private or public funding, then the services authorized by the Agreement for that specific youth offender shall be terminated and County shall not seek reimbursement for any future services so long as other funding exists.

1.12 Equal Access: The County agrees that there will be equal access to these funds for all adjudicated youths that have need for services under this Agreement. The County agrees that gender equity and diversity will be addressed appropriately and equitably.

1.13 Female Offenders: The Agency recognizes that female offender services continue to be more difficult to access; the use of Individualized services for female youth offenders will reflect services that offer specific and appropriate services for this population and employ service providers cognizant of female issues.

1.14 Evidence-Based Programs: County shall work with Agency to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness as described under SB 267 (2003), ORS 182.515, as applicable. County shall work with Agency to develop a reporting process on County’s evidence-based programs and services funded under this Agreement. County shall submit such reports to the Agency on County’s evidence-based programs and services funded under this Agreement at such frequency as may be requested by Agency.

1.15 Reporting and Documentation: During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, as defined by JJIS policy, Exhibit C “Service Tracking in JJIS” as it may be from time to time amended, or by service extracts, for progress in achieving the high level outcomes. This also applies to providing information on funded services not tracked in JJIS.

2. CONSIDERATION:

2.1 As consideration for the services provided by the County under this Agreement, the Agency, subject to the provision of ORS 293.462 (payment of overdue account charges) and the terms and conditions of this Agreement, will pay to the County, by warrant(s) an amount not to exceed **\$69,239.00**.

2.2 The Agency reserves the right to deny payment for services provided that do not conform to the Agency's Individualized Services User Handbook, as may be revised from time to time.

2.3 Agency will reimburse County for all Allowable Costs that are authorized pursuant to this Agreement. "Allowable Costs" are defined as those costs which are reasonable and necessary for delivery of services under this Agreement, determined in accordance with 2 CFR Part 230 (Office of Management and Budget (OMB) Circular A 122) as revised from time to time. Agency will reimburse County for the Allowable Costs under this Agreement at the rates not to exceed those shown on the published OYA rate schedule or, if the services are not listed on the OYA rate schedule, then at the Oregon Medicaid rate, at the time services were provided. The rate schedule is available at <http://www.oregon.gov/oia/Pages/contracts.aspx>. When the rate schedule is revised, the County will be notified of the new rates. When determining appropriate providers for County adjudicated youth, County must be aware of any Agency contracts with the same providers and not agree to reimburse the provider for more than the comparable amount the provider charges the Agency for similar services.

2.4 It is agreed that any payment or reimbursement received by the County from a parent or guardian or any other personal entitlement received on behalf of any youth offender served under this Agreement shall be promptly remitted by the County to the Agency.

2.5 If the County allocates any indirect costs to this Agreement, the County shall make available to the Agency, upon request, a written cost allocation plan covering the handling and distribution of indirect costs. If all costs are direct costs to this Agreement, no cost allocation plan is required. In no event shall this subsection be construed to allow the County to require the Agency to pay any indirect costs allocated to this Agreement by County.

The County shall make available upon request by the Agency a monthly or quarterly detailed administrative financial report to support the actual monthly or quarterly administrative expenditures required under this Agreement.

2.6 The County agrees that the costs reimbursed by the Agency for services to youth offenders under this Agreement shall not exceed the costs for comparable services that are not covered by this Agreement.

2.7 The County will not impose or demand any fees from any person or agency (other than the Agency) for services provided and paid for under this Agreement, unless these fees have been approved in advance in writing by the Agency.

2.8 If, as a result of County's neglect or misconduct, the Agency terminates a youth offender's referral to the County under this Agreement, then the County shall no longer be entitled to reimbursement under this Agreement with respect to such youth offender after the date of such termination.

2.9 The County shall not use the funds provided hereunder to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth.

3. PAYMENT:

3.1 County shall submit monthly or quarterly invoices along with the completed and approved Individualized Services Referral Form(s) described in subsection 1.6 and the attached synopsis as identified in subsection 1.8 of this Exhibit A, for Work performed for review and approval by the Agency. The invoices shall describe the Work performed and the total amount for that month or quarter. The invoices shall be provided on a form provided by the Agency. County shall retain copies of the invoices and receipts in accordance with Section 14 of the Agreement and shall make available for review by Agency as described in subsection 3.5 of this Exhibit A. The invoices shall be prepared on Agency's form of invoice which County shall submit to: Oregon Youth Authority, Agency Parole / Probation Supervisor outlined in subsection 1.6 of this Exhibit A in accordance with Agency's instructions provided by Agency to County. Payment of any amount under this Agreement shall not constitute approval of the Work. The Agency's obligation to pay an invoice is conditioned upon the County providing the Agency with the synopsis specified in subsection 1.8 of this Exhibit A for the month or quarter for which payment is sought.

3.2 County shall not submit invoices for, and Agency will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before County performs services subject to the amendment. County shall notify Agency's Agreement Administrator in writing thirty (30) calendar days before this Agreement expires of the upcoming expiration of the Agreement. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

3.3 If payments to County by the Agency under this Agreement are made in error or are found by the Agency to be excessive under the terms of this Agreement, the Agency, after giving written notification to the County, may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by the Agency to recover the amount of the overpayment. This subsection 3.3 shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

3.4 County must submit its final invoice to the Agency no later than sixty (60) days after the expiration date of this Agreement. The Agency shall be under no obligation to pay for services not billed within sixty (60) days after the expiration date of this Agreement.

3.5 The Agency reserves the right to periodically audit and review the actual expenses of the County for the following purposes:

- 1) To document the relation between the established payments under this Agreement and the amounts spent by the County.
- 2) To document that the amounts spent by the County are reasonable and necessary to assure quality service.
- 3) To assure that the County's expenses are allowable in accordance with 2 CFR Part 225 or 2 CFR Part 230 (Federal OMB Circulars A-87 or A-122, respectively) on Allowable Costs. In the event a periodic audit and review by the Agency shows that the County's expenses are not allowable under 2 CFR Part 225 or 2 CFR Part 230 (Federal OMB Circulars A-87 or A-122, respectively) on Allowable Costs in any material respect, Agency may terminate this Agreement.

3.6 In addition to any other rights accorded to the Agency under this Agreement, if the County fails to comply with the provisions of subsections 2.3, 2.4, 2.6, 2.7 and 3.5 above, the Agency may terminate this Agreement pursuant to Section 12 e.(ii)(D) and invoke the remedies available to it, exercise its rights under subsection 3.3 of this Exhibit A, or both. Nothing in this provision shall require County or Agency to act in violation of state or federal constitutions, statutes, regulations or rules. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.

3.7 If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement. In such circumstances, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement as a result of a reduction in appropriations or allotments. Notwithstanding the order of precedence listed in Section 4 of this Agreement, this Subsection 3.7 of this Exhibit A takes precedence over all other provisions of this Agreement including all Exhibits.

4. AMENDMENT:

This Agreement may be amended one or more times by mutual agreement of the Parties for time, money, terms, conditions, services, or any combination of the preceding. Any such amendment is not effective until approved by all parties and all necessary legal approvals have been obtained from the Department of Justice.

5. CONFLICT OF INTEREST

County shall notify Agency in writing when a current employee or newly hired employee is also an employee of the Agency. The notification shall be submitted to the Agreement Administrator and the OYA Procurement Unit and shall include the name of the employee and their job description. The Agency will review the employment situation for actual and potential conflicts of interest as identified under ORS Chapter 244.

6. EMERGENCY SUSPENSION/TERMINATION BY AGENCY

The parties understand and agree that under any of the following circumstances, without limitation, the Agency may remove or suspend a youth offender from services with the County immediately:

- i. An allegation of child abuse/neglect or other conditions causing the Agency to determine that the youth offender's health, safety or welfare may be endangered; and
- ii. An allegation of misconduct of County, County's employee or subcontractor causing the Agency to determine that the youth offender's health, safety or welfare may be endangered.

If as a result of County's alleged child abuse/neglect or misconduct, Agency suspends or terminates a youth offender's services with County in accordance with this Agreement, the County shall not be entitled to any compensation under this Agreement with respect to such youth from and after the date of such suspension or termination.

7. CRIMINAL HISTORY RECORDS CHECK

County shall ensure that, before any person provides services under this Agreement, the person has passed a criminal history check based on Agency's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards, when having direct contact with Agency youth offenders under this Agreement.

EXHIBIT B
SUBCONTRACTOR REQUIREMENTS

1. Indemnification by Subcontractors

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

2. Subcontractor Insurance Requirements

A. GENERAL.

County shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

B. TYPES AND AMOUNTS.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the Agency. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and County's acceptance of all Services required under the Subcontract, or, (ii) County or Contractor termination of the Subcontract or, (iii) The expiration of all warranty periods provided under the Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

County shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:






Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and County.

STATE ACCEPTANCE:

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

EXHIBIT C – SERVICE TRACKING IN JJIS

This Policy Statement “Service Tracking in JJIS” may be updated from time to time. County is responsible for checking OYA’s Public website at <http://www.jjis.state.or.us/policy/servicetracking.htm> for the most current version. Below is an example of the Policy Statement current as of the date of this Agreement. Any additional forms listed within the example can be accessed by accessing the website listed above and following the associated links.

 	<h2 style="margin:0;">Oregon</h2> <h1 style="margin:0;">Juvenile Justice Information System</h1> <h2 style="margin:0;">Policy Statement</h2>	 
Service Tracking in JJIS		
Approved:  Philip Cox, Co-Chair JJIS Steering Committee	Effective Date: 1/16/2013 JJIS Steering Committee Approval: 12/19/2012 JJIS Policy & Standards Committee Approval: 8/22/2012 Supersedes:	
REFERENCE:		

<u>PURPOSE:</u>	<ul style="list-style-type: none"> • To provide a standard for consistency in tracking services in JJIS; • To provide a threshold for a view of current juvenile justice practice; • To provide a foundation to compare trends in key service areas over time; and • To establish a foundation to develop capacity to measure results based on evidence
<u>DEFINITIONS:</u>	Services are classified in JJIS according to Program Type as described below. Services are organized activities or programs designed to hold youth accountable for behavior or provide treatment, skills and capacities to change behavior.

Program Type	Definition
Accountability	Services designed to provide a consequence or an accountability experience for a youth. Examples include extended detention, community service, and restitution. Includes services designed to provide alternative service coordination for accountability experiences such as Sanction Court, Peer Court and Youth Court.
Competency Development	
Educational	Elementary and secondary education programs and services designed to assist a youth in obtaining either a high school diploma or a GED.
Independent Living	Services designed to assist a youth transition into independent living.



Program Type	Definition
Skill Development – Non-Residential	Non-residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
Skill Development – Residential	Residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
Therapeutic Foster Care	Foster care in homes with foster parents who have been trained to provide a structured environment that supports youth’s learning social and emotional skills.
Vocational	Services to teach basic vocational skills, career exploration, skills and vocational assessment, vocational training, work experience, work readiness and life skills related to maintaining employment.
Family	
Family Counseling	General family counseling services.
Family Education	Family & Parent Training and Education services. This category excludes family mental health programs and multi-dimensional family services like Family Counseling, Multi-Systemic Therapy & Functional Family Therapy.
Functional Family Therapy	Empirically based family intervention services for youth and their families, including youth with problems such as conduct disorder, violent acting-out, and substance abuse. Service is conducted both in clinic settings as an outpatient therapy and as a home-based model
Multi-Systemic Therapy	Empirically based family intervention service for youth and their families that works on multi-systems within the family and extended family structure.
Fire Setter	
Fire Setter – Non-Residential	Non-residential treatment services for youth with inappropriate or dangerous use of fire.
Fire Setter – Residential	Residential treatment services for youth with inappropriate or dangerous use of fire.



Program Type	Definition
Gang	
Gang – Non-Residential	Non-residential services designed to address juvenile gang related behavior, membership and affiliation.
Gang – Residential	Residential services designed to address juvenile gang related behavior membership and affiliation.
Mental Health	
Mental Health – Non-Residential	Non-residential and aftercare services designed to treat specific DSM-IV Mental Health diagnoses.
Mental Health – Residential	Residential services designed to treat specific DS-MIV Mental Health diagnoses.
Co-Occurring	
Co-Occurring – Non-Residential	Non-residential and aftercare services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
Co-Occurring – Residential	Residential services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
Sex Offender	
Sex Offender – Non-Residential	Non-residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
Sex Offender – Residential	Residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
Substance Abuse	
Substance Abuse - Non-Residential	Non-residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency. Interventions include Drug Courts, DUII Impact Panels, Substance Abuse Education and Support Groups and Outpatient Treatment or after care.
Substance Abuse - Residential	Residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency.



Other Youth Services	
Drug Court	Specialized courts designed to handle cases involving substance abuse where the judiciary, prosecution, defense, probation, law enforcement, mental health, social service and treatment communities work together to break the cycle of addiction. Offenders agree to take part in treatment, regular drug screenings, and regular reporting to the drug court judge.
Mentoring	Services foster a relationship over a prolonged period of time between a youth and older, caring, more experienced individuals who provide help to the younger person to support healthy development.
Other – Residential	Residential services which are unable to be categorized with any of the existing categories.
Other – Youth Services	Other services which are unable to be categorized with any of the existing categories.
Victim Related	Services other than Restitution or Community Service that assist youth in developing empathy for victims of their crimes and provide opportunities to repair harm. Interventions in this category include Victim Impact Panels, Victim Offender Mediation.
Wrap Around	Planning process designed to create individualized plans to meet the needs of children and their families by utilizing their strengths. The exact services vary and are provided through teams that link children, families and foster parents and their support networks with child welfare, health, mental health, educational and juvenile justice service providers to develop and implement comprehensive service and support plans.
Assessment	Assessments and evaluations performed to help identify the need for specialized services.
Foster Care	Foster care
Medical	Medical services such as medication management, routine physicals and dental exams, tattoo removal services and other medical care.



POLICY:

Tracking and reporting on services provided to youth by Oregon's juvenile justice system provides a view of current juvenile justice practice, creates a preliminary framework to develop means of analyzing results in the future, and moves the juvenile system toward evidence-based practices.

Tracking

Required Tracking

All youth specific competency development, treatment services, and designated youth services funded with state Prevention, Basic, and Diversion funds and all OYA paid services in the following Program Types will be tracked in JJIS:

- Competency Development
 - Educational
 - Independent Living
 - Skill Development – Non-Residential
 - Skill Development – Residential
 - Therapeutic Foster Care
 - Vocational
- Family
 - Family Counseling
 - Family Education
 - Functional Family Therapy
 - Multi-Systemic Therapy
- Fire Setter
 - Fire Setter – Non-Residential
 - Fire Setter – Residential
- Gang
 - Gang – Non-Residential
 - Gang – Residential
- Mental Health
 - Mental Health – Non- Residential
 - Mental Health – Residential
- Co-Occurring
 - Co-Occurring – Non-Residential
 - Co-Occurring – Residential
- Sex Offender



	<ul style="list-style-type: none"> ○ Sex Offender – Non-Residential ○ Sex Offender – Residential ● Substance Abuse <ul style="list-style-type: none"> ○ Substance Abuse - Non-Residential ○ Substance Abuse - Residential ● Other Youth Specific Services <ul style="list-style-type: none"> ○ Drug Court ○ Mentoring ○ Other Residential ○ Other Youth Services ○ Victim Related ○ Wrap Around <p>At a minimum, the Service Start Date, End Date and Completion Status will be tracked consistent with local policy, using at least one of three JJIS features:</p> <ul style="list-style-type: none"> ○ Services ○ Case Plan Interventions ○ Programs attached to Conditions <p>In the event that multiple features have been used to track the same program with overlapping dates, JJIS will create a summary Service Episode record for reporting.</p> <p>Services tracked in other JJIS features, such as Population Groups, will not be recognized in reports designed to analyze service records because the data will not be standardized with appropriate reporting attributes.</p> <p>Unless otherwise approved to provide a comparable data file to include with reports, only those services tracked in one of the three approved features will be recognized in statewide JJIS reports. The annual published report will include only accountability, competency development, and treatment services.</p> <p>Subject to local policy, service dosage, attendance, and participation may be tracked using the Attendance Tracking feature.</p> <p><u>Optional Tracking</u></p> <p>Service tracking is not required for the following basic and infrastructure services, but may be tracked according to local protocol.</p> <ul style="list-style-type: none"> ● Accountability services designed to provide a consequence or an accountability experience for a youth. <ul style="list-style-type: none"> ○ Community Service ○ Work Crews
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	<ul style="list-style-type: none"> ○ Restitution Programs ● Accountability services designed to provide alternative service coordination for accountability experiences <ul style="list-style-type: none"> ○ Sanction Court ○ Peer Court ○ Youth Court ● Basic and Intensive supervision; offense specific caseloads; intensive monitoring ● * Basic pre-adjudicatory detention, detention sanctions, extended detention, and basic shelter care <p>* Detention and shelter based treatment programs may be tracked as service separate from the custody episode.</p> <p><u>Non-trackable Services</u></p> <ul style="list-style-type: none"> ● Other Basic Services <ul style="list-style-type: none"> ○ Assessments and Evaluations. ○ Medical Services ○ Activity Fees ○ Clothing Vouchers ○ Education (including GED Testing and Tutoring) ○ Electronic Monitoring & Tracking ○ Medication ○ **Polygraphs ○ School Liaison Counselor ○ Service Coordination ○ Translation Services ○ Transportation & Gas Voucher ○ **UA's. <p>** Polygraphs and UA's results may be tracked in Conditions.</p> <p><u>Monitoring Data Integrity</u></p> <p>Monitor Administrative - Set Up</p> <p>OYA and county juvenile departments will review the providers and programs set up in JJIS at least annually to assure proper Program Type classification, accurate visibility to users in the drop down lists, and other optional reporting attributes. OYA and counties share provider and programs and it is essential that these attributes be set up correctly in order to assure accurate reporting.</p>
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	<p>Counties programs also have a funding reporting attribute called Report Option – which identifies how a program is funded for a particular county during a specified date range. This is the only attribute that provides the opportunity to report on programs funded with state Diversion, Basic, and Prevention dollars and must be maintained. Counties are responsible to assure their Report Options are accurate.</p> <p>OYA’s Diversion Specialist will facilitate an annual audit of county programs in JJIS to assure consistency with the annual Diversion and Basic plans, and will provide a copy of the annual inventory to the state office responsible for administering state Prevention funds to assure consistency with the Prevention plans.</p> <p>JJIS Report 562 – Active Program Report Options and Visibility can be used to monitor the administrative set up for a specific office.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00562.htm <p>Monitor Service Tracking</p> <p>A variety of reports have been developed to monitoring tracking throughout the year. Offices will use these reports to assure that services intended to be tracked are tracked.</p> <p>Data provided via a data file, instead of recorded in JJIS, will be included in these reports only if the data file has been submitted to the OYA Information System Reports team prior to the scheduling of the report in the format and within the timeline established by team.</p> <p>JJIS Report 363 – Program History Summary Extract - can be used to monitor service tracking data entry. This data extract can be scheduled for active during a date range, started during a date range, or ended during a date range for a specific reporting category and for a specific agency.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00363.htm <p>Attendance Tracking</p> <p>JJIS maintains a comprehensive Attendance Tracking feature to provide a way to document youth attendance and progress in a number of defined program sessions, and can be used to document group and individual treatment sessions. Offices will implement this feature subject to local policy. Offices that implement this feature are responsible to maintain the Program Course Definitions that are required to manage its use.</p>
<p><u>PROCEDURES:</u></p>	<p>Tracking Services</p> <ol style="list-style-type: none"> 1. Determine which JJIS feature the office will use to track services: <ul style="list-style-type: none"> o Services o Case Plan Interventions



	<ul style="list-style-type: none"> ○ Programs on Conditions <ol style="list-style-type: none"> 2. Determine when service will be tracked in JJIS – when service is opened, when service is closed, when case is closed. Services tracked when the case is closed might be excluded from reports. 3. Determine local protocol for who will enter the services. 4. Train staff on local policy and protocol. <p>Maintaining Provider/Programs in JJIS</p> <ol style="list-style-type: none"> 1. Conduct an annual inventory of Providers and Programs in JJIS. 2. Verify the program is still active for the office and other reporting attributes. 3. Submit changes to the JJIS Help Desk via the appropriate Provider/Program Request Form. Requests for new programs and requests to inactivate or remove visibility from a program must be initiated with the form. <p>Maintaining Attendance Tracking Course Definitions</p> <ol style="list-style-type: none"> 1. Conduct an annual inventory of active Course Definitions in JJIS. 2. Verify the course and course definitions are still active for the office. 3. Submit requests for new program course descriptions or changes to existing descriptions to the JJIS Help Desk the appropriate Provider/Program Request Form. Requests to inactivate an existing course description may be submitted by an authorized representative from your office to the JJIS Help Desk by email.
<p><u>FORMS:</u></p>	<ul style="list-style-type: none"> • OYA Provider Program and Course Definition Request Form (YA 1751) • JJIS Form 10a and 10b Instructions • JJIS Form 10a – County Provider Program Request Form (new program) • JJIS Form 10b – County Program Form (mass entry/annual review)



October 31, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement with the City of Wilsonville
for the Community Diversion Program Services**

Purpose/Outcomes	Clackamas County Juvenile Department will provide Community Diversion Program services (including referral services, Diversion services and centralized juvenile records depository services) for at-risk youth who live within the city limits of eleven (11) Cities as part of the Clackamas County Juvenile Crime Prevention Plan.
Dollar Amount and Fiscal Impact	City of Wilsonville , Oregon will provide \$2,500 each through June 30, 2019. There are no general fund dollars required.
Funding Source	City of Wilsonville
Duration	Effective through June 30, 2020
Previous Board Action	None
Strategic Plan Alignment	1. Provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused. 2. Ensure safe, healthy and secure communities.
Counsel Review	Reviewed and approved by County Counsel on 5-6-19
Contact Person	Ed Jones, Administrative Services Mgr, 503-650-3169

BACKGROUND:

Community Diversion Program services provided by Clackamas County Juvenile Department to Wilsonville. The City of Wilsonville has agreed to contribute to help fund the community diversion services provided in their city.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement renewal.

Respectfully submitted,

Christina L. McMahan, Juvenile Department Director

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY THROUGH THE
CLACKAMAS COUNTY JUVENILE DEPARTMENT
AND THE CITY OF WILSONVILLE, OREGON

I. Purpose

This agreement is entered into between Clackamas County (COUNTY), by and through its Juvenile Department, and the City of WILSONVILLE (CITY) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative working relationship for the purpose of COUNTY providing to CITY Diversion Panel services for at-risk youth who live within the CITY limits and are referred from the Clackamas County Juvenile Department to Diversion Panel services as part of the Clackamas County Juvenile Crime Prevention Plan.

II. Scope of Work and Cooperation

A. CITY agrees to the following obligations:

1. Permit COUNTY to determine, at its sole discretion, eligibility and referral to Diversion Panel services for at risk youth.
2. Make payment to COUNTY for services provided to eligible youth who live within CITY limits who have been referred by COUNTY to Diversion Panel services.

B. COUNTY agrees to the following obligations:

1. Determine youth eligibility and provide referral to Diversion Panel services for at risk youth who live within the CITY limits that have been identified for eligibility through criminal investigation reports received by the Clackamas County Juvenile Department.
2. Notify CITY of youth's eligibility and referral to Diversion Panel services.
3. Provide, or contract with subcontractors to provide, Diversion Panel services within the city.
4. Serve as a centralized depository for all records involving juvenile offenders referred for Diversion Panel services.
5. Provide liaison staff for communication and networking with CITY as required.

III. Compensation.

A. Compensation for Fiscal Year 2019-20

1. Fiscal year 2019-20 begins on July 1, 2019 and ends on June 30, 2020.
2. CITY agrees to pay COUNTY \$2,500 for services in fiscal year 2019-20.

B. Payments by CITY.

1. COUNTY will bill CITY on or about July 1, 2019 for fiscal year 2019-20. Payment is due within 30 days of invoice.
2. CITY payments shall be mailed to:
Clackamas County Juvenile Department
Attn: Ed Jones, Administrative Services Manager
2121 Kaen Road, Oregon City, OR 97045

IV. Liaison Responsibility.

Jeanna Troha will act as liaison for CITY for this Agreement. Tanya Kramer will act as liaison for the COUNTY.

V. Special Requirements.

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VI. Amendment

This Agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

- A. Effective date and Term. The term of this Agreement begins on July 1, 2019, and ends on June 30, 2020, and is effective upon signature of both parties.
- B. Termination. This agreement is subject to termination by either party following thirty (30) days written notice to the other. Any termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- C. This Agreement can be renewed for up to four (4) additional one year terms with the written approval of both parties.

VIII. Severability

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

CITY OF WILSONVILLE

**CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS**



Jeanna Troha, Assistant City Manager

Jim Bernard, Chair

10/11/19

Date

Date

Approved by County Counsel

Jeffrey Munns

Date: 5/6/19



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

October 21, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County Community Corrections
and Metro to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the Metro.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$12,200.00 in revenue to support the Community Service program.
Funding Source	Metro.
Duration	Effective once signed and terminates June 30, 2020.
Previous Board Action	New Agreement
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Metro. Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$425 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for one year, July 1, 2019 through June 30, 2020, and allows for three additional one-year renewals.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to Metro.

Respectfully submitted,

Malcolm McDonald, Director
Community Corrections

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND METRO**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, by and through the Community Corrections Department, and Metro ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2020, but may be renewed for three (3) additional one (1) year agreements upon written approval by both parties.
2. **Rights and Obligations of the County.**
 - A. The COUNTY agrees to:
 - i. Provide a Work Crew Supervisor to supervise the Work Crews and perform work when safety and work flow allow.
 - ii. Provide a minimum of four (4) Community Service Members to perform general labor on a mutually agreed-upon schedule. Work crews will take (2) 15 minute breaks (non-billable) and (1) 30 minute lunch (non-billable) per County Policy. Total labor hours including mobilization will be a minimum of twenty- four (24) per work day.
 - iii. Provide all basic tools to perform assigned scope of work. Basic tools include: (Axes, Brooms, Chainsaws, Garden Rakes, Hand Saws, Hoes, Lawn Mowers, Leaf Blowers, Litter Pickers, Loppers, Machetes, Mattocks, Pitchforks, Pruning Shears, Shovels, String Trimmers, and Wheel Barrows.) If special tools are necessary, they shall be provided by the Agency.
 - B. For Graffiti removal services COUNTY agrees to:
 - i. Provide a Work Crew Supervisor to supervise the Work Crew and perform work when safety and work flow allow;
 - ii. Provide a minimum of two (2) Community Service Members to perform labor on mutually agreed schedule;
 - iii. Provide all necessary tools to perform scope of work; including pressure washer, buckets, brushes, and AGENCY approved graffiti removal chemicals when necessary. (SDS available);
 - iv. Remedy requested work within ten (10) days of notification per code;

- v. Take before and after photos for documentation and furnish to AGENCY upon completion;
- vi. Proactively notify AGENCY of any painted graffiti and address with consent from AGENCY.

3. Rights and Obligations of the AGENCY.

A. The AGENCY agrees to:

- i. Identify Work Crew projects, such as litter patrol, trail, and landscape maintenance in Clackamas County.
- ii. Schedule Work Crew projects on a mutually agreed-upon schedule; communicating scope of work and tool requirements to COUNTY.

B. For Graffiti removal services AGENCY agrees to:

- i. Promptly notify COUNTY of painted graffiti once it has been determined that COUNTY is going to be contracted for graffiti removal;
- ii. Provide COUNTY with a detailed description of the location and nature of the graffiti to be removed and ensure access for removal;
- iii. When paint over is the identified best remedy, AGENCY will provide paint to COUNTY for an accurate color match;
- iv. AGENCY will not Contract COUNTY in instances where ladders or man lifts are required or work has extreme grade or other inherent dangers beyond COUNTY's mutually understood capabilities.

4. Compensation.

- A. The Agency agrees to pay \$425 per crew per work day for the services outlined in Section II. A.
- B. For Graffiti removal services outlined in Section II.B above, Agency agrees to pay \$200 per event for maximum of nine (9) hours of labor. Events requiring more than nine (9) hours of labor will be charged a rate of \$400 per event.
- C. Payments shall be made on the basis of requests for payment submitted as follows:
 - i. COUNTY will bill the Agency within the first week following the last working day of each calendar month in which work is performed;
 - ii. The Agency agrees to pay COUNTY within 30 days of the receipt of the COUNTY'S invoice.

5. Representations and Warranties.

- A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The Agency may terminate this Agreement in the event the Agency fails to receive expenditure authority sufficient to allow the Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the Agency is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination, however, County remedy is limited to payment for County services performed and completed.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all

costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

A. Fred Weinberg, or their designee, will act as liaison for the County.

Contact Information:

Fred Wienberg
Clackamas County
Community Corrections
1024 Main St.
Oregon City, OR 97045
(503) 650-8929

Monty Woods, or their designee, will act as liaison for the Agency.

Contact Information:

Monty Woods
Metro
PO Box 40
Fairview, OR 97024
(971) 337-6401

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and

exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in person jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- K. **Subcontract and Assignment.** The Parties shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the other Party, which shall be granted or denied in the other Parties sole and absolute discretion. Consent to any subcontract shall not relieve the Parties of any of its duties or obligations under this Agreement.
- L. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- M. **Survival.** All provisions in sections 6, 8, and 9 shall survive the termination of this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, the Parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- Q. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

[Signatures on Following Page]

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.


Clackamas County

Chair Jim Bernard
Commissioner Sonia Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

Metro

600 NE Grand Ave
Portland, OR 97232

Chair, Board of County Commissioners



Authorized Signature

Date

Monty Woods / Park Operations Manager

Printed Name/Title

Recording Secretary

10/16/19

Date

Approved as to form

County Counsel



DAN JOHNSON
DIRECTOR

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

October 31, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) Between Clackamas County and the Oregon Department of Transportation Related to the Collection and Distribution of Vehicle Registration Fees

Purpose/Outcomes	This agreement with the Oregon Department of Transportation, Driver and Motor Vehicle Division (DMV) is necessary to implement the newly-created vehicle registration fee (VRF) and will allow DMV to collect the fee on behalf of the County.
Dollar Amount and Fiscal Impact	This countywide VRF will raise approximately \$11 million per year with 50% distributed to the County, 40% distributed to cities located in the County and 10% allocated to a strategic investment fund for road transfers and multi-jurisdictional congestion relief projects. As stated in this agreement, DMV will charge an administrative fee of \$0.05 per transaction.
Funding Source	Community Road Fund
Duration	Indefinite
Previous Board Action	December 18, 2018 - Board directed staff to draft an ordinance adopting a countywide vehicle registration fee for public hearing and discussion at two separate business meetings. February 7, 2019 – VRF Ordinance First Reading February 21, 2019 – VRF Ordinance Second Reading and approval
Strategic Plan Alignment	Build a strong infrastructure. Build public trust through good government.
Contact Person	Mike Bezner– 503-742-4651
Contract No.	N/A

BACKGROUND:

In response to a continuing need for a steady, local source of funds to maintain and improve our transportation system, officials from Clackamas County and cities in the county determined that a countywide vehicle registration fee (VRF) is needed. The County's VRF became effective on May 22, 2019.

Prior to fully implementing the adopted VRF, state law requires that the County enter into an intergovernmental agreement (IGA) with the Oregon Department of Transportation, Driver and Motor Vehicle Division (DMV) to address collection and distribution of the fees. The proposed

IGA allows DMV to collect the registration fees on behalf of the County, and directs how distributions are to be made.

- DMV will be required to provide to the County a monthly report of the total amount of registrations subject to the County's ordinance.
- In exchange for DMV collecting the fee on behalf of the County and fulfilling its other obligations under the IGA, the County will pay to DMV an administrative fee of \$0.05 per transaction, the same amount paid by neighboring counties with previously adopted vehicle registration fees.

DMV will begin collecting fees on behalf of the County for those vehicles that are registered, or required to be registered on or after January 1, 2020. Because DMV sends renewal reminders to vehicle owners up to two months in advance of the expiration of an existing registration, and allows those owners to pay the renewal fee in advance to avoid a lapse in registration status, some vehicle owners will see the new fee reflected in their registration materials as soon as November 2019.

With the adoption of this IGA, the County will begin receiving revenue in early 2020. The County has created a new fund – the Community Road Fund – to track the revenue and expenditures related to the new VRF.

Since the County's VRF ordinance has been effective, ODOT has been setting up its system to collect the new registration fee. County staff have been working on this IGA, as well as working with the newly-formed Community Road Fund Advisory Committee that will recommend which capital projects should be constructed with the County's VRF revenue.

This IGA is necessary to ensure that both DMV and the County are in position to begin collection and distribution efforts by January 1, 2020.

RECOMMENDATION:

Staff respectfully requests that the Board approve this Intergovernmental Agreement between Clackamas County and the DMV to implement the newly-created countywide vehicle registration fee.

Respectfully submitted,



Dan Johnson
Director – Department of Transportation and Development

Attachments: Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT
Clackamas County Vehicle Registration Fee Collection**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, Driver and Motor Vehicle Division, hereinafter referred to as "DMV;" and Clackamas County, acting by and through its elected officials, hereinafter referred to as "County," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 801.040, 801.041, and 803.445(1) DMV shall perform all of the duties, functions, and powers with respect to the administration of laws relating to the collection of county vehicle registration fees on behalf of County.
3. By the authority granted in ORS 802.110(2)(f), the moneys collected by DMV under this Agreement shall be paid to County after the deduction of expenses for collection, transfer and administration of county vehicle registration fees.
4. By the authority granted by County Ordinance No. 01-2019, DMV is authorized to collect a county vehicle registration fee for each Subject Vehicle at the time of registration.

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

TERMS OF AGREEMENT

1. EFFECTIVE DATE:

a. The terms of this Agreement shall begin October 1, 2019, and this Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.

2. DEFINITIONS:

a. "County Ordinance" means Clackamas County Ordinance No. 01-2019, relating to imposition of County Registration Fees on Subject Vehicles.

b. "County Registration Fees" means vehicle registration fees established under County Ordinance and imposed on Subject Vehicles for vehicles registered at a residence or business address within County. County Registration Fee amounts are

as set forth in EXHIBIT A, attached hereto and by this reference made a part hereof. County Registration Fees are in addition to DMV Registration Fees.

c. "Merchant Fee" means the fee charged to DMV by a credit or debit card company to process a credit or debit card transaction. DMV is charged a merchant fee each time a customer pays Registration Fees, including County Registration Fees, using a credit or debit card.

d. "Registration" means the initial recording of a vehicle as authorized for use within the State of Oregon pursuant to ORS 803.350.

e. "Registration Renewal" or "Renewal" means an extension of vehicle Registration.

f. "State Registration Fees" means the fees collected under ORS 803.420 upon initial registration or registration renewal of a vehicle authorized to operate for use within the State of Oregon pursuant to ORS 803.350.

g. "Subject Vehicle" means a vehicle described under EXHIBIT A, which is registered or required to be registered at a residence or business address within County and is subject to a County Registration Fee.

3. AUTHORIZATION TO COLLECT AND PAY COUNTY REGISTRATION FEES:

a. Subject to the provisions of this Agreement, DMV agrees to collect County Registration Fees upon receipt of all documents and fees for Registration or Registration Renewal as required under ORS 803.420 and OAR 735-30-0045 for Subject Vehicles and to transfer to County all collected County Registration Fees. County agrees DMV is authorized to collect County Registration Fees and to transfer collected County Registration Fees to County in accordance with the terms and conditions of this Agreement.

COUNTY OBLIGATIONS

1. County is responsible for resolving any disputes from registered owners regarding county of registration. If a registered owner claims an adjacent county has jurisdiction, the county listed in the DMV vehicle record, as shown on the vehicle's registration card or renewal notice, is considered the county of registration for DMV purposes.
2. If County determines, for any reason, that a Subject Vehicle is not registered at a residence or business address within the boundaries of Clackamas County, Oregon, County shall immediately notify DMV in writing of the determination. The notification shall include the date of the determination, an explanation for the determination, the vehicle's registration plate number, and the name and address of the registered owner. If the County determines that a Subject Vehicle is not registered at a residence or business address within the County, and the fees have already been paid, the County is responsible for refunding any such overpayment to the customer.

3. County's Project Liaison for this Agreement is: Diedre Landon, Administrative Services Manager, Department of Transportation and Development, 150 Beavercreek Rd, Oregon City, OR 97045, 503-742-4411, DLandon@clackamas.us, or assigned designee upon individual's absence. County may change its Project Liaison by providing to DMV's Project Liaison notice in writing of any contact information changes during the term of this Agreement.

DMV OBLIGATIONS

1. DMV shall collect vehicle registrations in the amounts specified in Exhibit A.
2. Funding. DMV certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within DMV's current appropriation or limitation of the current biennial budget.
3. Collection of County Registration Fees – Beginning Date. DMV shall begin collecting County Registration Fees for Subject Vehicles that are registered or required to be registered on or after January 1, 2020, and upon receipt of all documents and fees required for Registration or Registration Renewal pursuant to ORS 803.420 and OAR 735-030-0045.
4. Refund of County Registration Fees. DMV shall refund collected County Registration Fees to the registered owner of a vehicle if DMV determines the fees were collected in error and the fees have not been paid to Clackamas County. DMV shall refer customers to Clackamas County if the customer is requesting a refund after fees have been transferred to the County.
5. Transfer of County Registration Fees. Subject to DMV Obligations paragraphs 5 and 6 of this Agreement, DMV shall transfer to an account designated by County all County Registration Fees collected, not later than sixty (60) days following the month in which the fees were collected.
6. Prior to the transfer of County Registration Fees to County, DMV shall deduct a per transaction administrative fee to cover costs incurred by DMV for the collection, processing, deposit and transfer of County Registration Fees in accordance with the terms and conditions of this Agreement. The administrative fee amount for this Agreement is five (5) cents per transaction. This amount does not include costs incurred by DMV for Merchant Fees, the amount of any refunds made pursuant to DMV Obligations paragraph 4 or uncollectible debt. If there is a change in the administrative costs incurred by DMV, DMV shall provide to the County documentation describing the changes described in this paragraph. The Parties may amend the Agreement to adjust the fees to an amount mutually agreed upon by DMV and County.
7. Prior to the transfer of County Registration Fees to County, DMV shall deduct the actual costs incurred by DMV for monthly Merchant Fees, the amount of any refunds made pursuant to DMV Obligations paragraph 4 and any uncollectable debt

attributed to the County portion of Registration Fees. A deduction for refunds made or for uncollectible debt may occur any time after the date that DMV pays a refund or determines a fee previously transferred to County is uncollectible. DMV shall not make any deductions for collection costs associated with DMV collection efforts to recover uncollectible debt.

8. DMV shall prepare a monthly report of the total number of County Registration Fees collected. The report must also include the monthly administrative fee amount described in DMV Obligations paragraph 6 of this Agreement, the Merchant Fee costs and, if applicable, any fee amount deducted for refunds or uncollectible debt as described in DMV Obligations paragraph 7 of this Agreement. DMV shall send the monthly report to County not later than 30 days after the date of each monthly transfer of County Registration Fees to the following address:

Administrative Services Manager
Department of Transportation and Development
150 Beaver Creek Rd
Oregon City, OR 97045

9. DMV's project liaison for this Agreement is: Tracy Olander, Senior Policy Analyst, DMV Program Services, 1905 Lana Ave. NE, Salem, OR 97314, 503-945-5237, tracy.g.olander@odot.state.or.us, or assigned designee upon individual's absence. DMV may change its Project Liaison by providing County's Project Liaison notice in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. Termination.
 - a. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
 - b. DMV may terminate this Agreement effective upon delivery of written notice to County, or at such later date as may be established by DMV, under any of the following conditions:
 - i. State statutes, administrative rules or local ordinances are repealed, or are modified, changed, or interpreted in such a way that County Registration Fees can no longer be collected by DMV.
 - ii. DMV fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow DMV, in the exercise of its reasonable administrative discretion, to continue to provide services under this Agreement.
 - iii. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement

is prohibited or State is prohibited from paying for such work from the planned funding source.

c. Duties upon Termination. Upon termination of this Agreement, DMV shall immediately cease collecting County Registration Fees. DMV shall transfer to County any County Registration Fees collected by DMV as provided under DMV Obligations paragraphs 5, 6, and 7 of this Agreement.

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

2. Workers' Compensation Law. All employers, including County, that employ subject workers who work under this Agreement 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.
3. Waiver; Amendment. No waiver, consent, amendment or modification of or to this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary state approvals, if applicable, have been obtained. Such waiver, consent, amendment or modification, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of DMV to enforce any provision of this Agreement shall not constitute a waiver by DMV of that or any other provision.
4. Compliance with Law Generally. County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement and the performance of the services described herein. Without limiting the generality of the foregoing, County expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Title V and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) Section 188 of the Workforce Investment Act (WIA) of 1998, as amended; (ix) ORS Chapter 659, as amended; (x) all regulations and administrative rules established pursuant to the foregoing laws; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. DMV's performance under the Agreement is conditioned upon County's compliance with

the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 which are incorporated by reference herein. County shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

5. Inspection and Audit. County acknowledges and agrees that DMV, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of County, which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. County shall make available copies of applicable records upon request. DMV shall reimburse County for all costs associated with providing copies of records requested by DMV.
6. Force Majeure. Neither DMV nor County shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of DMV or County respectively. The Parties shall, however, make all reasonable efforts to remove or eliminate such a cause or delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
7. No Substitutions or Assignments. County shall not substitute, assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer any of its rights, obligations or interests under this Agreement. This Agreement is only valid to DMV and County named herein and is not valid to any respective successor in interest of County.
8. No Third Party Beneficiaries. County and DMV are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
9. Indemnification:
 - a. DMV and County each shall be responsible, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260 to 30.300), only for the acts, omissions or negligence of its own officers, employees or agents.
 - b. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a Party (the "Notified Party") with respect to which the Other Party (the "Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim, as provided in Section 10, and deliver to

the Other Party, along with the written notice, a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

- c. With respect to a Third Party Claim, each Party shall contribute to the amount of any defense expenses (including attorneys' fees or costs of litigation), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Party in such proportion as is appropriate to reflect the Parties' relative fault. Each Party's relative fault 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. Each Party's contribution amount shall be for its respective relative fault and payable solely from its risk management fund, insurance or other funds lawfully available for such purpose. The contribution amounts owed to the other Party under this Section 9 shall apply notwithstanding the relevant limits on liability to third parties under the Oregon Tort Claims Act, ORS 30.260 to 30.300.
 - d. 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.
10. Notice. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder must be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to County or DMV at the email address, postal address or telephone number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section 6.11. Any communication or notice so addressed and mailed is effective five business days after mailing. Any communication or notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against DMV, any notice transmitted by facsimile must be confirmed by telephone notice to DMV's Contract Administrator. Any communication or notice given by personal delivery is effective when actually delivered. Any notice given by email is effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.

11. Entire Agreement. This Agreement 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. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

12. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together, shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

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

DMV/County
Agreement No. 33258

Clackamas County, by and through its
elected officials

By _____
Jim Bernard, County Chair
or designated county commissioner
Board of County Commissioners
For Clackamas County, Oregon

Date _____

**REVIEW (If required in County's
process)**

By _____
County's Counsel

Date _____

County Contact:

Deidre Landon, Administrative Services
Manager
Clackamas County - Department of
Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97045
Phone: 503-742-4411
Email: dlandon@clackamas.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Tom McClellan, Division Administrator,
Driver and Motor Vehicle Service Division

Date _____

APPROVAL RECOMMENDED

By _____

Date _____

By _____

Date _____

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

DMV Contact:

Tracy Olander, Senior Policy Analyst
ODOT - DMV Program Services - Vehicle
Policy Unit
1905 Lana Ave NE
Salem, OR 97314
Phone: 503-945-5237
Email: tracy.g.olander@odot.state.or.us

EXHIBIT A
Clackamas County Vehicle Registration
Fee Amounts; Subject Vehicles; Exemptions

Vehicle Classification	Registration Period	Registration Fee Amounts
Passenger	Biennial or 4-year	\$60 or \$120
Motorcycles	Biennial or 4-year	\$30 or \$60
Mopeds	Biennial or 4-year	\$30 or \$60
Low-speed	Biennial	\$60
Medium-speed	Biennial	\$60
Trucks (10,000 - 26,000 lbs.)	Annual or Quarterly	\$30 or \$7.50
Light Trailers	Biennial	\$60
For Rent Trailers	Annual or 5-year	\$30 or \$150
Buses	Annual	\$30
Tow Trucks	Annual	\$30
Charitable/Non-Profit (Passenger)	Biennial	\$60
Charitable/Non-Profit (Truck or Bus)	Annual or Quarterly	\$30 or \$7.50
Special Use Trailers	Biennial	\$60
Permanent Fleet (Passenger)	Biennial	\$60
Permanent Fleet (Truck or Bus)	Annual	\$30
Exempt Vehicles		
Snowmobiles and Class I all-terrain vehicles	N/A	Exempt
Fixed load vehicles	N/A	Exempt
Vehicles registered to disabled veterans	N/A	Exempt
Vehicles registered to ex-POWs	N/A	Exempt
Antique vehicles	N/A	Exempt
Special interest vehicles	N/A	Exempt
Government-owned or operated vehicles	N/A	Exempt
School buses or school activity vehicles	N/A	Exempt
Law enforcement undercover vehicles	N/A	Exempt
Vehicles registered proportionally for interstate operation	N/A	Exempt
Vehicles with a registration weight of 26,001 pounds or more	N/A	Exempt
Farm vehicles	N/A	Exempt
Heavy trailers	N/A	Exempt
Travel trailers, campers and motor homes	N/A	Exempt
Vehicles registered to an employment address as provided in ORS 802.250 when residence address is not within county of employment address	N/A	Exempt
Vehicles registered under ORS 805.110 to former prisoners of war	N/A	Exempt



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Personal Services Contract with Harper Houf Peterson Righellis, Inc.,
to provide Design Services for
Linwood Avenue Improvements Project**

Purpose/Outcomes	Execution of the contract between Development Agency and Harper Houf Peterson Righellis Inc. to provide design services for the Linwood Avenue Improvements project.
Dollar Amount and Fiscal Impact	The contract amount is not to exceed \$1,126,395.02.
Funding Source	Clackamas County Development Agency: North Clackamas Revitalization Area Urban Renewal District – no County General Funds are involved.
Duration	Through September 30, 2021
Previous Board Action	Approval of the Development Agency budget allocating funds for the project.
Counsel Review	Reviewed and approved by Counsel on October 15, 2019
Strategic Plan Alignment	This project will build and provide strong Infrastructure
Contact Person	David Queener, Development Agency Program Supervisor 503.742.4322

Background:

In order to carry out the public improvement goals of the North Clackamas Revitalization Area (NCRA) urban renewal plan, and improve safety and multi-modal connectivity, the Development Agency is proceeding with a project that will include bike and pedestrian facilities, storm drainage improvements, and limited new roadway construction, which may include minor street lighting or utility upgrades on SE Linwood Avenue between SE Monroe Street and SE Johnson Creek Blvd.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on April 15, 2019. Proposals were opened on May 6, 2019, one (1) proposal was received: Harper Houf Peterson Righellis Inc. After review of the proposal and all necessary documentation, Harper Houf Peterson Righellis Inc., was determined to be the successful proposer.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, approve and execute the Contract between Development Agency and Harper Houf Peterson Righellis Inc., for the Design Services for Linwood Avenue Improvements project for a total contract amount not to exceed \$1,126,395.02.

Respectfully submitted,

David Queener
Development Agency Program Supervisor

Placed on the Agenda of _____ by the Procurement Division



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #2015**

This Personal Services Contract (this “Contract”) is entered into between **Harper Houf Peterson Righellis, Inc.**, (“Contractor” or “Consultant”), and Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County, a corporate body politic (“County”).

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **September 30, 2021**.
- 2. Scope of Work.** Contractor shall provide the following personal services: design services for Linwood Avenue Improvements. (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one million one hundred twenty-six thousand three hundred ninety-five dollars and two cents (\$1,126,395.02)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: David Queener.

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. Contractor and County Contacts.

Contractor	County
Administrator: Dan Houf Phone: 503-221-1131 Email: dan@hhpr.com	Administrator: David Queener Phone: 503-742-4322 Email: Dqueener@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all

claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

8. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. LIMITATION OF LIABILITIES. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 21 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16 and 21, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by

operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** A) This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County. Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

24. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.
- f. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- g. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

28. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR,

ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND
 CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Harper Houf Peterson Righellis, Inc.

Clackamas County Development Agency, a
 corporate body politic

 Authorized Signature Date

 Chair Date

 Name / Title (Printed)

 Recording Secretary

 227670-81
 Oregon Business Registry #

Approved as to Form:

 DBC/Oregon
 Entity Type / State of Formation

 County Counsel Date

**EXHIBIT A
PERSONAL SERVICES CONTRACT
STATEMENT OF WORK**

**EXHIBIT B
FEE SCHEDULE**



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Purchase Order with Industrial Software Solutions-Wonderware, L.L.C. to Provide Software, Support and Upgrades for WES Treatment Plant and Pump Station Controls, Alarming and Data Acquisition.

Purpose/ Outcomes	Approval of renewal and minor upgrades for legacy software that is critical to WES operations.
Dollar Amount and Fiscal Impact	The requested renewal and upgrades cost is \$45,000 per year for 2 years, for a total of \$90,000. Estimated total contract spent to date is approximately \$500,000.
Funding Source	WES Rate Revenue 631-01-55900-431746
Duration	2 years
Previous Board Action	N/A
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This system supports WES' Strategic Plan results that improve enterprise resiliency, infrastructure strategy and performance, and product quality. 2. This project supports the County's Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invests in our natural resources.
Counsel Review	Completed 10/23/19
Contact Person	Matt House, matthou@clackamas.us , 503-742-4601; Lynne Chicoine, LChicoine@clackamas.us

BACKGROUND:

Software from Industrial Software Solutions – Wonderware, L.L.C. is widely used across the country, and WES has used a version of this software since approximately 2001. This software is fully integrated with WES treatment plant and pump station controls, alarming and data acquisition. It is a critical system for the operation of the sanitary sewer conveyance and treatment infrastructure, permit compliance reporting and capital planning. The minor upgrades will add functionality that will improve operations and allow WES to test before going out to market for a long-term contract. If this renewal is timely approved, WES receives a 10% discount on the price and avoids costly reconnection fees.

Procurement Process

This is legacy software for which WES intends to reevaluate business needs over the next year and then issue formal solicitation proposals during year two. Approval of this contract is being requested under the Local Contract Review Board Rule C-047-0288 (15); where the efficient use of an existing equipment of supplies requires compatible products or services of a particular product or service without obtaining competitive bids or proposals.

County Counsel has reviewed and approved this transaction method and contract mechanism.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approves the Procurement Office to issue Purchase Orders for the renewal and upgrade of this software from Industrial Software Solutions – Wonderware, L.L.C. for the next two (2) years with a cumulative not to exceed amount of \$90,000.

Respectfully submitted,

Director

Placed on the Agenda of _____ by Procurement and Contract Services

Board Approval _____