



AGENDA *Revised

Added H.1 Removed VII. 1 (item was placed under the wrong heading)

Thursday, November 7, 2013 - 10:00 AM **BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2013-85

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Veteran's Day Presentation (Brenda Durbin)

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

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

1. Resolution No. _____ Approving a Clackamas County Supplemental Budget (Greater than Ten Percent and Budget Reduction) for Fiscal Year 2013-2014 (Diane Padilla, Budget Manager)

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

Administration

1. Resolution No. _____ Concurring with the City of Wilsonville's Proposed Revenue Sharing Formula in New Tax Increment Finance Zones (Urban Renewal Areas) (Laurel Butman, County Administration and Chris Storey, County Counsel)

LIBRARY DISTRICT OF CLACKAMAS COUNTY

2. Resolution No. _____ Concurring with the City of Wilsonville's Proposed Revenue Sharing Formula in New Tax Increment Finance Zones, (Urban Renewal Areas)

EXTENSION SERVICE AND 4-H SERVICE DISTRICT

3. Resolution No. _____ Concurring with the City of Wilsonville's Proposed Revenue Sharing Formula in New Tax Increment Finance Zones, (Urban Renewal Areas)

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

A. Health, Housing & Human Services

1. Approval of a Contract with Northwest Family Services for Family Reunification Services – *Children, Youth & Families*
2. Approval of an Amendment to the Sub-Recipient Agreement with Northwest Family Services for Drug and Alcohol Prevention Specialist Services – *Children, Youth & Families*
3. Approval of an Amendment with Washington County for Alcohol and Drug Treatment Services – *Behavioral Health*

B. Department of Emergency Management

1. Approval of Fiscal Year 2011 Urban Area Security Initiative Local Grant Agreement with the City of Oregon City

C. Finance Department

1. Resolution No. _____ for the Approval of a Supplemental Budget (Less than Ten Percent) for Fiscal Year 2013-2014
2. Resolution No. _____ for the Approval of Budgeting of New Specific Purpose Revenue for Fiscal Year 2013-2014
3. Resolution No. _____ for the Approval of a Transfer of Appropriation for Fiscal Year 2013-2014

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Intergovernmental Agreement between Clackamas County District Attorney's Office and the State of Oregon Department of Justice for the Juvenile Dependency Litigation Program - *DA*
3. Approval of an Intergovernmental Agreement between Clackamas County District Attorney's Office and the State of Oregon Department of Justice for the Child Abuse Multidisciplinary Intervention (CAMI) Program - *DA*

E. Juvenile Department

1. Approval of a Contract with Justice Benefits Inc. to Design, Develop, and Implement an Integrated Work Plan and Systems Process for Clackamas County to Secure Title IV-E Funding

F. Community Corrections

1. Approval of Intergovernmental Agreement No. 4000 between Clackamas County and the State of Oregon Department of Corrections

G. Business & Community Services

1. Approval of the Contract with Mackenzie Inc. for the Revised Clackamas County Strategically Significant Employment Lands Project-Phase II – *Purchasing*

***H. Department of Transportation & Development**

1. Approval of an Urban Growth Management Agreement between Clackamas County and the City of Happy Valley

VII. DEVELOPMENT AGENCY

- ~~1. Approval of an Urban Growth Management Agreement between Clackamas County and the City of Happy Valley~~

VIII. COUNTY ADMINISTRATOR UPDATE

IX. COMMISSIONERS COMMUNICATION

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

www.clackamas.us/bcc/business.html

November 7, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Recognition of Veterans Day

Purpose/Outcomes	Acknowledge the service, commitment and sacrifices of those who have served our great nation. Appreciation and support for those who have served and those who are currently serving, and for the family and friends who are also impacted by military service.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	N/A
Duration	N/A
Previous Board Action	None
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	N/A

BACKGROUND:

Since 1938, the United States has commemorated the sacrifices of its armed forces by designating November 11th as a national holiday. Today, the Program Manager of the Clackamas County Veterans Service Office comes before the Board of County Commissioners to acknowledge the service, commitment and sacrifices of those who have served our great nation. Appreciation and support for those who have served and those who are currently serving, and for the family and friends who are also impacted by military service, is needed now more than ever.

The County assists Veterans to receive financial and medical benefits through the Veterans Service Office. This year the County's four Veterans Service Office staff members, Janice Raisl, Rick Rutherford, Gina Thomas and Tamara Hoffmeister helped secure more than 10 million dollars in Federal benefits for Clackamas County Veterans.

Clackamas County continues to use innovative strategies to support our Veterans by helping them address a broad spectrum of needs. Several new projects are underway in partnership with the Veterans Advisory Council. A strategic multi-media outreach campaign is launching to ensure that all Clackamas County Veterans are aware of the free, high quality services available to help them secure VA benefits. Planning is in high gear for the first Stand-Up for Military families. This will be held in February 2014 and will utilize fun, family centered activities as a way to distribute resource and support information to ease some of the everyday stressors Military families face. Clackamas County Social Services also worked with a consortium of community partners to bring a robust new resource to Veterans who are homeless or at imminent risk of homelessness, the Supportive Services for Veteran Families project.

Community Solutions assists Veterans in need of training and employment services through individualized workforce services. These Veterans have multiple complex needs including poverty,

disability and criminal justice involvement. Last year, 71% of Veterans who received training were placed into jobs earning an average of \$12.66 an hour or 43% above minimum wage. With Clackamas Community College, Community Solutions also facilitates monthly Team Clackamas meetings, comprised of tri-county providers sharing information on services available to Veterans and their families. Clackamas County supports its veterans.

Recommendation

Staff respectfully requests that the Board recognize and honor the service, commitment and sacrifices of all military personnel, reservists, Veterans and their families.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Cindy Becker", with a long horizontal line extending to the right.

Cindy Becker, Director



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MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

November 7, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget
(Greater Than Ten Percent and Budget Reduction) for Fiscal Year 2013-2014

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2013-2014
Dollar Amount and fiscal Impact	The effect is a decrease in appropriations of \$4,533,135.
Funding Source	Includes Prior Year Revenue, Fund Balance, Federal and State Operating Grants, Local Government and Other Agencies, Charge for Services and Miscellaneous Revenue.
Safety Impact	N/A
Duration	July 1, 2013-June 30, 2014
Previous Board Action/Review	Budget Adopted June 27, 2013
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Each fiscal year it is necessary to reduce allocations or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 (4) which allows for governing body approval of supplemental budget changes for items ten percent or greater of the qualifying expenditures of the budget funds(s) being adjusted. The required notices have been published.

The Telecommunication Services Fund is recognizing fund balance and budgeting it in capital outlay for county phone replacements and upgrades, including the Brooks Building and Holman Building phone systems.

The Behavioral Health Fund is decreasing its budget in recognition of lower than expected funding, particularly Community Mental Health Program support from the state. The budget was constructed assuming that the FY 13-15 contract would be similar to that of the previous biennium. Corresponding reductions are being made in personnel services, materials and services and contingency. Additionally, actual beginning fund balance is being recognized an interfund transfer to the Social Services Fund is being reduced.

The Social Services Fund is decreasing its budget to recognize lower than estimated Community Action Agency beginning fund balance and reducing personnel services and material and services.


The effect of this Resolution is to decrease appropriations of \$4,533,135 including revenues as detailed below:

Prior Year Revenues	\$	2,366,130.
Fund Balance		(958,425.)
Grant Revenue		1,916.
Federal Operating Grants		42,181.
State Operating Grants		(6,228,793.)
Local Government & Other Agencies		177,270.
Charge for Services		65,150.
Miscellaneous Revenue		<u>1,436.</u>
Total Recommended	\$	<u>(4,533,135.)</u>

RECOMMENDATION:

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

Sincerely,



Diane Padilla
Budget Manager

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

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget for Items Greater Than 10
Percent of the Total Qualifying Expenditures
and Making Appropriations for Fiscal
Year 2013-14



Resolution No _____

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

WHEREAS, a supplemental budget for the period of July 1, 2013 through June 30, 2014, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on November 7, 2013.

WHEREAS; the funds being adjusted are:

- . Technology Services Fund
- . Behavioral Health Fund
- . Social Services Fund;

It further appearing that it is in the best interest of the County to approve this greater than 10 percent change in appropriations for the period of July 1, 2013 through June 30, 2014.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.480, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED November 7, 2013

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF GREATER THAN 10% OF BUDGET
November 7, 2013

Recommended items by revenue source:

Prior Year Revenue	\$ 2,366,130.
Fund Balance	(958,425.)
Grant Revenue	1,916.
Federal Operating Grants	42,181.
State Operating Grants	(6,228,793.)
Local Gov't and Other Agencies	177,270.
Charge for Services	65,150.
Miscellaneous Revenue	<u>1,436.</u>
 Total Recommended	 <u>\$ (4,533,135.)</u>

TELECOMMUNICATION SERVICES FUND

Revenues:	
Fund Balance	\$ 455,061.
Total Revenues	<u>\$ 455,061.</u>
Expenses:	
Capital Outlay	\$ 455,061.
Total Expenses	<u>\$ 455,061.</u>

Telecommunication Services Fund is recognizing fund balance and budgeting it in capital outlay for county phone replacements and upgrades, including the Brooks Building and Holman Building phone systems.

SOCIAL SERVICES FUND

Revenues:	
Fund Balance	\$ (160,000.)
Total Revenues	<u>\$ (160,000.)</u>
Expenses:	
Personnel Services	\$ (32,587.)
Materials and Services	(127,143.)
Total Expenses	<u>\$ (160,000.)</u>

Social Services Fund is decreasing its budget to recognize lower than estimated Community Action Agency beginning fund balance and reducing personnel services and material and services.

BEHAVIORAL HEALTH FUND

Revenues:

Prior Year Revenue	\$ 2,366,130.
Fund Balance	(1,253,486.)
Grant Revenue	1,916.
Federal Operating Grants	42,181.
State Operating Grants	(6,228,793.)
Local & Gov't and Other Agencies	177,270.
Charge for Services	65,150.
Miscellaneous Revenue	<u>1,436.</u>
Total Revenues	<u>\$ (4,828,196.)</u>

Expenses:

Personnel Services	\$ (895,837.)
Materials & Services	(1,293,774.)
Interfund Transfer	(105,000.)
Contingency	<u>(2,533,585.)</u>
Total Expenses	<u>\$ (4,828,196.)</u>

The Behavioral Health Fund is decreasing its budget in recognition of lower than expected funding, particularly Community Mental Health Program support from the state. The budget was constructed assuming that the FY 13-15 contract would be similar to that of the previous biennium. Corresponding reductions are being made in personnel services, materials and services and contingency. Additionally, actual beginning fund balance is being recognized an interfund transfer to the Social Services Fund is being reduced.



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OFFICE OF THE COUNTY ADMINISTRATOR

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

November 7, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution Concurring with the City of
Wilsonville's Proposed Revenue Sharing Formula in New TIF Zones**

The City of Wilsonville proposes to use urban renewal funds as an incentive for private sector conversion of under-utilized industrial buildings into higher value manufacturing uses in five (5) Urban Renewal TIF Zone Areas (Zones) located in Clackamas County. Wilsonville project would provide tax rebates to qualifying investments in each of the Zones from a portion of any incremental property tax revenue increases.

Clackamas County has received, as legally required, the proposed urban renewal plans for the Zones as an overlapping taxing district. An approach proposed by Wilsonville for sharing tax revenues with the overlapping jurisdictions is different than that defined in state statute and exceeds the revenue sharing defined in ORS 457. Specifically, Wilsonville proposes an under-levy of 25% to be shared back with the taxing districts while 75% is returned to each respective Area developer as an incentive for investment.

If taxing districts comprising 75% or more of the taxable assessed value support or concur with Wilsonville's distribution proposal, the County would continue to receive tax revenues at the current rate. Also, until a Zone qualifies for participation in the urban renewal plan, taxing districts would continue to receive 100% of their proportional share of tax increases. Once qualified, taxing districts will receive their proportional shares of 25% of any increased tax revenue in the Zone due to increased assessed value.

RECOMMENDATION:

At a Study Session on October 29, a majority of the Board directed staff to bring forward a resolution concurring with Wilsonville's proposed revenue sharing approach. Your favorable consideration is requested.

Sincerely,



Don Krupp
County Administrator

For information on this issue or copies of attachments,
please contact Laurel Butman at 503-655-8893.

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

In the Matter of Clackamas County
Response to the City of
Wilsonville Request for
Consent Regarding Certain
Tax Increment Financing Zones



Resolution No.

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board") at its regularly scheduled meeting on November 7, 2013.

WHEREAS, the City of Wilsonville has initiated formation of up to six urban renewal tax increment financing plans, five of which are proposed to be located within Clackamas County; and

WHEREAS, the City has provided notice to Clackamas County of such proposal and described an alternative revenue sharing plan in such notice; and

WHEREAS, pursuant to ORS 457.470 such alternative revenue sharing plan requires the affirmative consent of at least 75% of the underlying taxing districts by ad valorem valuation; and

WHEREAS, the Board desires to provide such affirmative consent;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that Board of County Commissioners on behalf of Clackamas County concurs with the City of Wilsonville proposal as provided and agrees that the revenue sharing plan otherwise required under ORS 457.470(4) will not apply.

Dated this 7th day of November, 2013.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



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OFFICE OF THE COUNTY ADMINISTRATOR

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

November 7, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution Concurring with the City of
Wilsonville's Proposed Revenue Sharing Formula in New TIF Zones**

The City of Wilsonville proposes to use urban renewal funds as an incentive for private sector conversion of under-utilized industrial buildings into higher value manufacturing uses in five (5) Urban Renewal TIF Zone Areas (Zones) located in Clackamas County. Wilsonville project would provide tax rebates to qualifying investments in each of the Zones from a portion of any incremental property tax revenue increases.

The Library District of Clackamas County has received, as legally required, the proposed urban renewal plans for the Zones as an overlapping taxing district. An approach proposed by Wilsonville for sharing tax revenues with the overlapping jurisdictions is different than that defined in state statute and exceeds the revenue sharing defined in ORS 457. Specifically, Wilsonville proposes an under-levy of 25% to be shared back with the taxing districts while 75% is returned to each respective Area developer as an incentive for investment.

If taxing districts comprising 75% or more of the taxable assessed value support or concur with Wilsonville's distribution proposal, the Library District would continue to receive tax revenues at the current rate. Also, until a Zone qualifies for participation in the urban renewal plan, taxing districts would continue to receive 100% of their proportional share of tax increases. Once qualified, taxing districts will receive their proportional shares of 25% of any increased tax revenue in the Zone due to increased assessed value.

RECOMMENDATION:

At a Study Session on October 29, a majority of the Board directed staff to bring forward a resolution concurring with Wilsonville's proposed revenue sharing approach. Your favorable consideration is requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Krupp".

Don Krupp
Clackamas County Library District Administrator

For information on this issue or copies of attachments,
please contact Laurel Butman at 503-655-8893.

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

In the Matter of the Library
District of Clackamas County
Response to the City of
Wilsonville Request for
Consent Regarding Certain
Tax Increment Financing Zones



Resolution No.

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board") acting as the governing body of the Library District of Clackamas County (the "District") at its regularly scheduled meeting on November 7, 2013.

WHEREAS, the City of Wilsonville has initiated formation of up to six urban renewal tax increment financing plans, five of which are proposed to be located within the District; and

WHEREAS, the City has provided notice to the District of such proposal and described an alternative revenue sharing plan in such notice; and

WHEREAS, pursuant to ORS 457.470 such alternative revenue sharing plan requires the affirmative consent of at least 75% of the underlying taxing districts by ad valorem valuation; and

WHEREAS, the Board on behalf of the District desires to provide such affirmative consent;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that Board of County Commissioners on behalf of the Library District of Clackamas County concurs with the City of Wilsonville proposal as provided and agrees that the revenue sharing plan otherwise required under ORS 457.470(4) will not apply.

Dated this 7th day of November, 2013.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS
ACTING AS THE GOVERNING BODY OF
THE LIBRARY DISTRICT OF CLACKAMAS COUNTY**

Chair

Recording Secretary



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OFFICE OF THE COUNTY ADMINISTRATOR

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

November 7, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution Concurring with the City of
Wilsonville's Proposed Revenue Sharing Formula in New TIF Zones**

The City of Wilsonville proposes to use urban renewal funds as an incentive for private sector conversion of under-utilized industrial buildings into higher value manufacturing uses in five (5) Urban Renewal TIF Zone Areas (Zones) located in Clackamas County. Wilsonville project would provide tax rebates to qualifying investments in each of the Zones from a portion of any incremental property tax revenue increases.

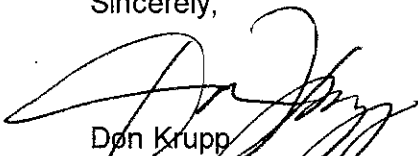
The Extension Service and 4-H District of Clackamas County has received, as legally required, the proposed urban renewal plans for the Zones as an overlapping taxing district. An approach proposed by Wilsonville for sharing tax revenues with the overlapping jurisdictions is different than that defined in state statute and exceeds the revenue sharing defined in ORS 457. Specifically, Wilsonville proposes an under-levy of 25% to be shared back with the taxing districts while 75% is returned to each respective Area developer as an incentive for investment.

If taxing districts comprising 75% or more of the taxable assessed value support or concur with Wilsonville's distribution proposal, the Extension & 4-H District would continue to receive tax revenues at the current rate. Also, until a Zone qualifies for participation in the urban renewal plan, taxing districts would continue to receive 100% of their proportional share of tax increases. Once qualified, taxing districts will receive their proportional shares of 25% of any increased tax revenue in the Zone due to increased assessed value.

RECOMMENDATION:

At a Study Session on October 29, a majority of the Board directed staff to bring forward a resolution concurring with Wilsonville's proposed revenue sharing approach. Your favorable consideration is requested.

Sincerely,



Don Krupp
Clackamas County Extension Service and 4-H District Administrator

For information on this issue or copies of attachments,
please contact Laurel Butman at 503-655-8893.

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

In the Matter of the Clackamas
County Agricultural Extension
And 4-H District Response to
the City of Wilsonville Request
for Consent Regarding Certain
Tax Increment Financing Zones



Resolution No.

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board") acting as the governing body of the Clackamas County Agricultural Extension and 4-H District (the "District") at its regularly scheduled meeting on November 7, 2013.

WHEREAS, the City of Wilsonville has initiated formation of up to six urban renewal tax increment financing plans, five of which are proposed to be located within the District; and

WHEREAS, the City has provided notice to the District of such proposal and described an alternative revenue sharing plan in such notice; and

WHEREAS, pursuant to ORS 457.470 such alternative revenue sharing plan requires the affirmative consent of at least 75% of the underlying taxing districts by ad valorem valuation; and

WHEREAS, the Board on behalf of the District desires to provide such affirmative consent;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that Board of County Commissioners on behalf of the Clackamas County Agricultural Extension and 4-H District concurs with the City of Wilsonville proposal as provided and agrees that the revenue sharing plan otherwise required under ORS 457.470(4) will not apply.

Dated this 7th day of November, 2013.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS
ACTING AS THE GOVERNING BODY OF
THE CLACKAMAS COUNTY AGRICULTURAL
EXTENSION AND 4-H DISTRICT**

Chair

Recording Secretary

November 7, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Contract with
Northwest Family Services for Family Reunification Services

Purpose/Outcomes	This contract provides Family Reunification services that connect a minimum of 225 families to existing social services provided by the county and provides crisis mental health, alcohol and drug services, to a minimum of 150 families to immediately stabilize the family while they wait to enter existing treatment services that will resolve the State Department of Human Services family's long term services needs.
Dollar Amount and Fiscal Impact	Total contract amount is \$377,566. No County staff are paid through this contract. No County General Funds are involved with this contract.
Funding Source	State of Oregon acting by and through its Department of Human Services
Safety Impact	N/A
Duration	Effective upon signature and terminates on October 31 st , 2014
Previous Board Action	Board approved the original contract on 1-17-13.
Contact Person	Rodney A. Cook - 503-650-5677
Contract No.	6487

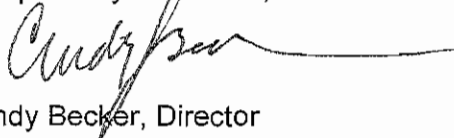
BACKGROUND:

The Clackamas County Division of Children, Youth and Families Division (CYF) of Health, Housing and Human Services Department (H3S) requests the approval of this amendment with Northwest Family Services for Family Reunification Services. This contract has been reviewed and approved by County Counsel. CYF has been charged with oversight of this contract and as such completed a procurement process in 2012 to determine which collaborating partner agency would provide the Family Reunification navigator and drug/alcohol and mental health service components. Northwest Family Services provided exemplary services and met all contract requirements in the first year (FY 12-13) of this contract. This contract (FY 13-14) is a continuation of the FY12-13 contract and includes minor modifications (increase number of navigators), as per the request of State Department of Human Services.

RECOMMENDATION:

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

Respectfully submitted,



Cindy Becker, Director

AGENCY SERVICE CONTRACT
(Regular Services or Community Development)
(FY13-14)

This contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Children, Youth & Families Division, (Commission on Children & Families) hereinafter called "COUNTY," and Northwest Family Services, Inc. hereinafter called "AGENCY."

I. SCOPE OF SERVICES

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

Provide Family Reunification services that: 1) connect a minimum 225 families to existing social services provided by the county and 2) provide crisis mental health, alcohol and drug services, to a minimum of 150 families to immediately stabilize the family while they wait to enter existing treatment services that will resolve the DHS client/family's long term service needs as described in Work Plan Exhibit 1 attached hereto.

- B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to **November 1, 2013**. This agreement shall terminate **October 31, 2014**.

II. COMPENSATION AND RECORDS

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

On a cost reimbursement basis as described in Exhibit 3, attached hereto.
Up to a maximum compensation of **\$377,566.00**.

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

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

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

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

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

AGENCY SERVICE CONTRACT

- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the AGENCY which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

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

III. MANNER OF PERFORMANCE

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

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

- B. Special Federal Requirements - Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).
- C. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. AGENCY certifies that it is an independent AGENCY and not an employee or agent of the COUNTY, State, or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the AGENCY.

IV. GENERAL CONDITIONS

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

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

- 1. Commercial General Liability Insurance

Required by COUNTY Not required by COUNTY

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

- 2. Commercial Automobile Insurance

AGENCY SERVICE CONTRACT

Required by COUNTY Not required by COUNTY

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

3. Professional Liability Insurance

Required by COUNTY Not required by COUNTY

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

4. Additional Insurance Provision

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

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

5. Notice of Cancellation.

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

6. Insurance Carrier Rating.

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

7. Certificates of Insurance.

As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. A

AGENCY SERVICE CONTRACT

renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

8. Independent Contractor Status.

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

9. Primary Coverage Clarification.

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

10. Cross-Liability Clause.

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

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

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

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

1. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
3. If any license or certificate required by law or regulation to be held by the AGENCY to provide the services required by this contract is for any reason denied, revoked, or not renewed.
4. If AGENCY fails to provide services or reports called for by this contract within the time specified herein or any extension thereof; or
5. If AGENCY fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the COUNTY, fails to correct such failures within 10 days or such longer period as the COUNTY may authorize.

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

AGENCY SERVICE CONTRACT

E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

1. AGENCY shall:
 - (a) Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in the performance of this agreement.
 - (c) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
 - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this agreement.
3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as defined in ORS 279A.055, employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.
4. AGENCY shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury, to the employees of AGENCY, of all sums which AGENCY collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

AGENCY SERVICE CONTRACT

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

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

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

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

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

- H. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of the COUNTY.

- I. Integration. This contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.

EXHIBIT 1
SCOPE OF WORK AND PERFORMANCE STANDARDS

- I. AGENCY shall meet all performance outcomes as outlined in attached Work Plan.
- II. Performance Standards:
 1. **Community Based, Holistic Approach**
 - AGENCY programs and services shall be community-focused, incorporating the greatest level of input from multiple stakeholders, including clients, families, and other agencies.
 - AGENCY programs and services shall have ongoing community investment and involvement.
 2. **Family-Centered Programs**
 - AGENCY programs and services shall involve families in all aspects, recognizing that they are the most important teachers, caregivers, and role models for their children.
 - AGENCY programs and services shall support and strengthen families in providing the foundation for the physical, social, emotional, and intellectual development for their children.
 3. **Establish/Maintain Effective Partnerships**
 - AGENCY, in order to enable data linkages, information sharing, and ongoing collaboration between partners to most effectively meet and address needs, shall ensure that appropriate staff attend CYF contractor's meetings, and training sessions, and participate in other activities as required by COUNTY.
 - AGENCY shall develop and promote continuous communications with similar organizations.
 4. **Utilize a Balanced SWOT (Strengths, Weaknesses, Opportunities, Threats) Approach**
 - AGENCY programs and services shall address both the risks/deficiencies, challenges and the strengths/assets/opportunities in their communities.
 5. **Implement Research Based Accountability**
 - AGENCY, in order to ensure programs and services are based on research-based, proven practices, shall complete and submit the Best Practices Assessment as required by CYF. In areas where proven practices are not available, AGENCY is encouraged to develop innovative strategies based on research principles.
 - AGENCY programs and services shall include research-based measurements of success to enable tracking of effectiveness toward meeting planned outcomes. These data shall be monitored by CYF on the Quarterly Work Plan. Quarterly Work Plans are to be submitted on or before date due.
 - 1st Quarter, Jul 1 – Sep 30: due on Oct 15, 2013
 - 2nd Quarter, Oct 1 – Dec 31: due on Jan 15, 2014
 - 3rd Quarter, Jan 1 – Mar 31: due on Apr 15, 2014
 - 4th Quarter, Apr 1 – Jun 30: due on Jul 15, 2014
 6. **Reflect and Incorporate Diversity**
 - AGENCY, in order to provide programs and services that meet the needs of diverse cultures and people with disabilities, shall complete and submit the Cultural Competency Assessment and Action Plan as required by CYF.

AGENCY SERVICE CONTRACT

- AGENCY, in order to provide programs and services that meet the needs of girls, shall complete and submit the Gender Specific Services Assessment and Action Plan as required by CYF.
7. **Internal Controls**
 - AGENCY shall submit a completed Annual Fiscal Capability Assessment to CYF on or before December 31, 2013.
 8. **Funder Recognition**
 - AGENCY shall demonstrate good faith efforts to acknowledge the COUNTY's Commission on Children & Families when communicating with media representatives and when creating and distributing flyers describing services, workshops and other contract related details.
 9. **Resource Expansion**
 - AGENCY shall demonstrate good faith effort to secure other funding to increase program capacity, enter into collaborative efforts and initiatives, and/or decrease dependence on long-term Commission on Children and Families funding.
 10. **Use of Grant Funds**
 - No grant funds shall be used, directly or indirectly, to promote or oppose any political committee, or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder.
 11. **HIPAA Compliance**
 - If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), AGENCY agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, if the work performed under this Contract is covered by HIPAA, AGENCY shall comply with the following:
 - i. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, AGENCY, its agents, employees and subcontractors shall protect individually identifiable health information obtained or maintained about Department's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. This Contract may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.
 - ii. Data Transaction Systems. Any electronic exchange of information on or after October 16, 2002, between AGENCY and COUNTY to carry out financial or administrative activities related to health care will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). The following types of information exchanges are included: Health care claims or equivalent encounter information; health care payments and remittance advice; coordination of benefits; health claim status; enrollment and disenrollment in a health plan; eligibility for a health plan; health plan premium payments; referral certification and authorization; first report of injury; and health claims attachments. This Contract may be amended to include additional terms and conditions related to data transactions.

AGENCY SERVICE CONTRACT

- iii. Consultation and Testing. If AGENCY reasonably believes that the AGENCY's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, AGENCY shall promptly consult the COUNTY's HIPAA officer. AGENCY or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY's testing schedule.

III. Performance Standards-County:

County shall:

1. Administer this contract in compliance with the Commission on Children and Families Act (Oregon laws 1993), and the Oregon Administrative Rules for the Commission on Children and Families, Chapter 423.
2. Communicate with service providers about contract performance and about Children, Youth & Families Division' operations, standards and objectives.
3. Provide technical assistance to the AGENCY in developing activities to address the needs of minority youth, program contract amendments, wellness referrals, collaborative services, community development projects and resources.

EXHIBIT 2

PAYMENT PROCEDURES AND REPORTING REQUIREMENTS

1. PAYMENT PROCEDURES

The compensation authorized in this agreement shall include reimbursable expenses as prescribed in the COUNTY-approved budget in Exhibit 3 and in accordance with OMB Circulars A-87 if agency is a local government, A-122 if non-profit, A-133 if college. This amount does not include expenses for unusual and special activities or materials not included in the scope of services. Such unusual and special expenses will not be incurred without prior COUNTY approval. In addition, expense totaling an amount greater than the total budget for this project shall not be incurred without prior written consent of the COUNTY.

a) Payment Options:

AGENCY shall submit a monthly Request for Funds and Fiscal Report within 15 days of the end of each month. COUNTY reserves the right to reduce monthly payment by the amount of unexpended funds during the previous month. The monthly fiscal report shall be in accordance with the approved budget in Exhibit 3.

OR

AGENCY shall submit a quarterly Request for Funds and Fiscal Report within 15 days of the end of each quarter. COUNTY reserves the right to reduce quarter payment by the amount of unexpended funds during the previous quarter. The quarterly fiscal report shall be in accordance with the approved budget in Exhibit 3.

The COUNTY shall make payment to AGENCY within 30 days of receipt and approval of each funds request and fiscal report submittal. AGENCY shall submit a quarterly "Program Performance Progress Report" in accordance with Exhibit 1, and section 3 of Exhibit 2 of this contract.

Reimbursement request required to be prepared and submitted by AGENCY to the COUNTY shall be accurate and correct in all respects, supported by attached documentation and traceable to source documents through AGENCY's accounting records. Should inaccurate reports be submitted to the COUNTY, the COUNTY may elect to have AGENCY secure the services of a certified accounting firm. Cost of such accounting services are to be borne by AGENCY and not reimbursed from funds authorized by the agreement unless specifically agreed to between AGENCY and COUNTY in writing.

AGENCY shall submit a financial statement covering all expenditures within 30 days following the end of the contract. When the total fund advanced does not equal the AGENCY's total actual expenditures and the total budget, the financial statement shall include either:

- A. A request for reimbursement of program expenditures. Such request shall not bring the total of funds received by the AGENCY in an amount in excess of the budget; or
- B. Contract amendment suitable to both the COUNTY and AGENCY.
- C. The return of all unexpended funds to the COUNTY.

AGENCY SERVICE CONTRACT

AGENCY shall return all unexpended funds to the COUNTY within 10 days of the contract's termination when such termination is due to the AGENCY's failure to provide services in accordance with the contract.

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

2. RECORDKEEPING

AGENCY shall keep detailed records of time and expenditures incurred and funded by this contract. Such records shall adequately identify the source and application of funds for activities within this contract in accordance with the provisions of OMB Circular (A-110 for non-profits, A-102 for local governments). These records shall allow accurate statements pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income in accordance with generally accepted accounting practices.

AGENCY shall maintain a system of internal control comprising a documented plan of all coordinating procedures adopted to account for and safeguard its assets, check the adequacy and reliability of its accounting data, promote operating efficiency, and assure adherence to applicable regulations.

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other source documentation evidencing in proper detail the nature and propriety of charges. All accounting documents shall be clearly identified and readily accessible.

Financial records and supporting documents pertinent to this agreement shall be retained by AGENCY for a period of three years from the date of completion of the contract except as follows:

- Records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

3. PROGRAM REPORTS

AGENCY shall submit program performance reports for each quarter of the fiscal year. These quarterly reports are to include: 1) Demographic report; 2) work plan outcomes, services and development activities performance report. The quarterly reports are due to the COUNTY within 30 days of the end of each fiscal year quarter.

AGENCY shall complete and submit other reports as required and supplied by the COUNTY.

4. MONITORING

COUNTY shall evaluate the services provided under this contract primarily by quarterly workplan progress reports. The COUNTY may also conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program and agency policies, procedures and files. COUNTY shall

AGENCY SERVICE CONTRACT

give written notification of problem areas related to performance under this contract, including requirements and time lines for corrective action.

The AGENCY will gather data necessary to complete quarterly workplan performance and budget, and any other reports required by the COUNTY.

The AGENCY will provide the client confidentiality releases necessary to facilitate site visits by the COUNTY.

At any time during normal business hours and as often as the COUNTY, or other appropriate state or federal representatives may deem necessary, the AGENCY shall make available to the COUNTY for examination all its records with respect to matters covered by this contract for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Should any records not meet the minimum standards of grant administration of the COUNTY, the COUNTY reserves the right to withhold any or all of its funding to AGENCY until such time as the standards are met. The COUNTY may require AGENCY to use any or all of the COUNTY's accounting and administrative procedures used in planning, controlling, monitoring and reporting all fiscal matters relating to this contract.

The COUNTY reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted or controlled in any way. If any audit or examination determines the AGENCY has expended funds which are questionable or disallowed, the AGENCY shall be given the opportunity to justify questioned and disallowed expenditures prior to the COUNTY's final determination. Any disallowed costs resulting from the final determination shall be remitted to COUNTY from AGENCY's non COUNTY-administered funds, payable by check within 30 days of final determination.

5. AUDIT

AGENCY shall have an annual audit performed of projects funded by this agreement unless specifically waived in writing by COUNTY. Audits shall be performed by an independent certified accountant in accordance with GAO Audit Standards, OMB Circulars (A-133 and A-110 for non-profits, A-128 for local government agencies), and generally accepted auditing standards. Audit schedules shall clearly show statement of COUNTY-funded assets, liabilities, fund balance, revenues, and expenditures separately from non COUNTY-funded assets, liabilities, fund balance, revenues and expenditures.

Auditor shall be selected competitively and AGENCY should contract with auditor to assure proper scope, reports and timelines are maintained.

Audits are not required for cost reimbursement contracts under \$25,000.

Audits are due 120 days after the end of the contract period.

6. CAPITAL PURCHASES

Capital purchases through children and youth services grants are subject to Oregon Administrative Rule 436-010-0036 which indicates capital purchases to be the property of the COUNTY unless the COUNTY determines otherwise.

AGENCY SERVICE CONTRACT

Capital purchases through children and families services grants are defined according to State of Oregon purchasing rules; initial value of more than \$5,000.

AGENCY SERVICE CONTRACT

EXHIBIT 3

BUDGET

1. AGENCY shall submit for COUNTY approval a budget indicating the amount of COUNTY funds allocated for project performance as described in the scope of services. Budget shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor compliance with the contract.

Any allocations of budgeted costs not directly allocable to the project shall be made in accordance with OMB Circular A-87, A-122 and A-133, and shall be properly documented by budget attachments.

2. Program income defined as amounts generated by the use of COUNTY funds shall be used to expand the program. AGENCY shall keep records to accurately record and report the use of program income.
3. AGENCY and the COUNTY shall administer budget adjustments and balances through the following processes:

ADJUSTMENTS

AGENCY shall not make major budget adjustments without prior written approval of the COUNTY. AGENCY is to notify the COUNTY of minor budget changes.

Major budget adjustments are defined as:

- those changes that move funds between the major budget categories of Personal Services, Materials and Services, Capital Outlay or Equipment, or
- those changes that exceed 10% within a major budget category.

Minor budget adjustments are those changes where less than 10% of the funds within a budget category (Personal Services, Materials and Services, Capital Outlay or Equipment) are moved between expenditure line items.

The COUNTY, working with the Commission on Children & Families and staff of the Children, Youth & Families Division, will work with the AGENCY to manage budget adjustments.

BALANCES

The AGENCY is to forecast any expected grant balance and notify the Children, Youth & Families Division by April 30 of each fiscal year. See also Payment Procedures in Exhibit 2.

4. Line item budget (COUNTY provided form attached).

CLACKAMAS COUNTY CHILDREN, YOUTH & FAMILIES DIVISION
Annual Budget (FY 13-14) - Exhibit 3

Organization:	Northwest Family Services	Report For: <input type="checkbox"/> Jul 12 <input type="checkbox"/> Aug 12 <input type="checkbox"/> Sep 12 <input type="checkbox"/> Oct 12 <input type="checkbox"/> Nov 12 <input type="checkbox"/> Dec 12 <input type="checkbox"/> Jan 13 <input type="checkbox"/> Feb 13 <input type="checkbox"/> Mar 13 <input type="checkbox"/> Apr 13 <input type="checkbox"/> May 13 <input type="checkbox"/> Jun 13
Service:	Strengthening, Preserving, Reunifying Families	
Program Contact:	Rose Fuller	
Date:	November 1, 2013 - October 31, 2014	

Category	Approved Grant Amount	Approved Match Amount	Approved Total Program Amount	Monthly Grant Expenditure	Monthly Match Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	YTD Match Expenditure	Total YTD Expenditure
Personnel (List salary, FTE & Fringe costs for each position)									
Family Support Navigator 1.0FTE	\$ 37,750.00		\$ 37,750.00			\$ -		\$ -	\$ -
Family Support Navigator 1.0FTE	\$ 37,750.00		\$ 37,750.00			\$ -		\$ -	\$ -
Family Support Navigator 0.25FTE	\$ 9,188.00		\$ 9,188.00						
Family Resource Coord. 0.75FTE	\$ 28,312.00		\$ 28,312.00			\$ -		\$ -	\$ -
Clinical Supervisor 0.2FTE	\$ 11,600.00		\$ 11,600.00			\$ -	\$ -	\$ -	\$ -
Family Therapist 1.0FTE	\$ 48,500.00		\$ 48,500.00			\$ -	\$ -	\$ -	\$ -
Dual A Therapist 1.0FTE	\$ 48,500.00		\$ 48,500.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Fringe 21%	\$ 46,590.00		\$ 46,590.00			\$ -		\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Personnel Svcs	\$ 268,190.00	\$ -	\$ 268,190.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration									
Executive Director 0.12FTE	\$ 9,979.00		\$ 9,979.00			\$ -		\$ -	\$ -
Office Mgr. 0.09FTE	\$ 5,360.00		\$ 5,360.00			\$ -		\$ -	\$ -
Health Nav. Dept. Mgr. 0.38FTE	\$ 17,780.00		\$ 17,780.00			\$ -		\$ -	\$ -
Clerical	\$ 8,400.00		\$ 8,400.00						
Fringe	\$ 8,720.00		\$ 8,720.00						
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Administration	\$ 50,239.00	\$ -	\$ 50,239.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies									
Office/materials	\$ 4,000.00		\$ 4,000.00			\$ -		\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Equipment									
Equipment Maint/Rental	\$ 3,680.00		\$ 3,680.00			\$ -		\$ -	\$ -

			\$ -			\$ -	\$ -	\$ -	\$ -
General Office			\$ -						
Rent			\$ -			\$ -	\$ -	\$ -	\$ -
Utilities			\$ -			\$ -	\$ -	\$ -	\$ -
Printing			\$ -			\$ -	\$ -	\$ -	\$ -
Telecommunications	\$ 4,512.00		\$ 4,512.00			\$ -		\$ -	\$ -
Insurance(s)	\$ 1,188.00		\$ 1,188.00			\$ -		\$ -	\$ -
Audit	\$ 2,137.00		\$ 2,137.00			\$ -		\$ -	\$ -
Postage	\$ 600.00		\$ 600.00			\$ -		\$ -	\$ -
Professional Fees & Contract Svcs									
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Travel									
Conferences & Training	\$ 2,000.00		\$ 2,000.00			\$ -		\$ -	\$ -
Mileage	\$ 7,020.00		\$ 7,020.00					\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Additional (please specify)									
Emergency Funds	\$ 34,000.00		\$ 34,000.00			\$ -		\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Program Costs	\$ 59,137.00	\$ -	\$ 59,137.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ 377,566.00	\$ -	\$ 377,566.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

COPY

Cindy Becker
Director

November 7, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Amendment to the Sub-Recipient Agreement with
Northwest Family Services for Drug and Alcohol Prevention Specialist Services

Purpose/Outcomes	Primary services to be provided under this contract, by a Prevention specialist certified through the Addiction Counselor Certification Board of Oregon. Services provided will include implementing drug and alcohol prevention campaigns, delivery of prevention curriculum, small support group work, case coordination for at risk youth and treatment referrals when deemed appropriate
Dollar Amount and Fiscal Impact	\$240,000 Amendment increase the funding on this contract by \$70,000. SB5518-A includes language that assumes that for the first year of the 2013-15 biennium programs funded through the Oregon Youth Development division would maintain levels comparable to the annual amount received in 2011-13. This amount is comparable to the amount awarded to Northwest Family Services during the 2011-13 biennium.
Funding Source	State Youth Development Council, Alcohol & Drug 70, Drug Free Communities, Alcohol & Drug 66, Youth Investment
Safety Impact	N/A
Duration	Effective July 1, 2013 and terminates on June 30, 2014
Previous Board Action	Original contract approved by the Board 07/11/13. Board Contract #071113-A6
Contact Person	Brian McCrady
Contract No.	6311

BACKGROUND:

The Clackamas County Division of Children, Youth and Families Division of Health, Housing and Human Services Department (H3S) requests the approval of a Sub-Recipient Agreement with Northwest Family Services for drug and alcohol Prevention Specialist Services to be provided at three Clackamas County Middle Schools and Rex Putnam high school. This community/school-based service system is designed to improve the lives of children and their families by creating a web of support among schools, non-profit agencies, community members, local businesses and local government. This support includes prevention and early intervention services within local schools aimed at improving protective factors (building nurturing relationships with positive role models, improving attachment to school, building leadership and problem-solving skills, and participation in extra-curricular activities) and reducing risky behaviors such as poor school performance, truancy, family management problems, alcohol and other drug use, poverty/homelessness, and negative peer association.

Specific services to be provided by Northwest Family Services under this contract include universal youth drug and alcohol prevention campaigns, delivery of prevention curriculum for a minimum of 400 youth, group developmental activities for a minimum of 120 high risk youth, case coordination for a minimum of 100 high risk youth, and after school support.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cindy Becker", with a long horizontal flourish extending to the right.

Cindy Becker, Director

12/17/13

**Contract Amendment (FY 13-14)
Health, Housing and Human Services**

HHHS Contract Number: 6311

Board Order Number 071113-A6

Division: CYF/HHHS

Amendment No. 1

Contractor: Northwest Family Services, Inc.

Amendment Requested By: CYF

Changes: Scope of Service
 Contract Time

Contract Budget
 Other:

Justification for Amendment:

The State of Oregon allocated additional Youth Investment funding to Clackamas County for alcohol and drug prevention services to youth; therefore, the Children, Youth and Families Division (COUNTY) and Northwest Family Services (SUBRECIPIENT) seek to amend the maximum compensation amount.

Amend: Total grant agreement not to exceed **\$170,000**

To Read: Total grant agreement not to exceed **\$240,000**

Amend:

By June 30, 2014, provide case-coordination for **at least 60 at-risk youth** and their families that are designed to improve life skills and reduce substance use. Reported quarterly.

Case coordination should include:

- **One-on-one weekly check-in twice per month** for mentoring and to work on identified goals in case plan.

Referrals to appropriate services/treatment:

- Family outreach
- Mental Health Screens as necessary
- Drug and Alcohol assessments as necessary

Other appropriate services

To Read:

By June 30, 2014, provide case-coordination for **at least 100 at-risk youth** and their families that are designed to improve life skills and reduce substance use. Reported quarterly.

Case coordination should include:

- **One-on-one weekly check-in twice per month** for mentoring and to work on identified goals in case plan.

Referrals to appropriate services/treatment:

- Family outreach
- Mental Health Screens as necessary
- Drug and Alcohol assessments as necessary

Other appropriate services

Contract Amendment

Page 2

In Witness Hereof, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

Agency/Contractor

Northwest Family Services

Organization Name

6200 SW King Rd.

Address

Portland, OR 97222

City, State, Postal Code

Rose Juedar

Signature

Executive Director

Title

10/25/13

Date

CLACKAMAS COUNTY

Commissioner John Ludlow, Chair

Commissioner Jim Bernard

Commissioner Paul Savas

Commissioner Martha Schrader

Commissioner Tootie Smith

Signing on Behalf of the Board:

Cindy Becker, Director

Health, Housing and Human Services Dept.

Date

Rodney A. Cook

Rodney A. Cook, Director

Children, Youth & Families Division

10-29-13

Date

**Exhibit A-3
Commission on Children and Families
Work Plan and Quarterly Report**

Provider: **Northwest Family Services**
Activity: **Prevention Specialist**
Contact: **Rose Fuller (Director) rfuller@nwfs.org**
Prevention Specialists at Alder Creek, Kraxberger, and Gardiner Middle Schools and Rex Putnam High School:
Contract **July 1, 2013 - June 30, 2014**
Period: *Core Youth*: 100 (must be screened with JCP Assessment Tool)*
Universal Youth: 400 (measurement with sign-ins, observation)

Focus Areas: **School Success
Community Engagement**

Outcomes: **Reduce Underage Drinking & Other Substance Abuse**
Pro-social skills and behaviors

Increase Community Engagement
*Increased awareness of collective actions
to support children, youth and families*

Prevention Specialist Programming

Program Utilizes Best Practice Programming: YES NO

If yes, please indicate program/curriculum: Media Ready, Boys Council, Girls Circle (*list other curricula*):

Core Youth Definition:

- A core youth meets at least one risk indicator on the JCP screening tool related to drugs and alcohol (e.g., substance abusing family or household member (indicator 5.0 on the JCP), or one of the four items in indicator 6.0 on the JCP, **and**
- Has case file with an individualized case plan developed by the Prevention Specialist with goals identified by the youth and the family related to risk factors on the JCP screen (the family and youth must sign a consent form for services which is to be kept in the case file); **and**
- Has had a minimum of one (1) one-on-one case coordination interactions with the Prevention Specialist per week.
- Is also enrolled in academic and/or enrichment programming.

Services are based upon an Average Daily Population (ADP) of at least 100 Core Youth, which means that on any given day during the contract period (including summer), 100 Core youth should be receiving services. *Ideally*, this is the same 100 youth all year, however if youth leave the program, another youth should be given the slot to keep the ADP at 100.

Activities/Outputs	Outcomes/Measurement Tool		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
<p>Description of program or project. Methods for providing program. Specific processes or events undertaken. How many, how often, over what duration, start and end dates?</p>	<p>Identify the instrument used to measure the effectiveness of the activity or program and the timing of its use.</p>	<p># Served # Assessed # Successful % Successful</p>	<p>Reporting numbers are based upon an average daily population of 25 core youth (on any given day, at least 5 CORE youth are being served by the Prevention Specialist.</p>				
UNIVERSAL YOUTH							
<p>Prevention Services</p> <p>By June 30, 2014, Prevention Specialist will plan and implement at least eight prevention campaigns that focuses on drug and alcohol education and awareness for children, youth and families in the school community such as:</p> <ul style="list-style-type: none"> ▪ Family Dinner Night ▪ Red Ribbon Week ▪ Prevention Awareness Day ▪ Health Fairs ▪ Awareness walks ▪ Anti-stigma campaigns ▪ Above the Influence/PhotoVoice ▪ Other 	<p>Reported quarterly. A copy of your activity calendar must be submitted with quarterly report.</p> <p>Measured by sign in sheets or total number in attendance.</p>	<p>Univ. # Participants</p>					
<p>Activities to improve pro-social skills</p>	<p>Reported quarterly. Include the activities, dates and times in the narrative section.</p>	<p># of activities # of participants</p>					
<p>Media Ready</p> <p>By June 30, 2014, Prevention Specialist will be certified in the delivery of the Media Ready curriculum and implement Media Ready with no less than 400 youth per year. Prevention Specialist will complete a Teacher Fidelity of Implementation checklist.</p>	<p>By June 30, 2014, 85% of participants will demonstrate an increase in knowledge of drugs and alcohol, resistance skills, and critical thinking skills regarding media messages measured by Media Ready pre/post test fidelity instrument. Participants must complete a pre/post test and demographics must be reported. SCORED Pre/Post tests should be returned to CYF Contract staff.</p>	<p>Univ. # Served</p>					
<p>Groups</p> <p>Facilitate small group curriculum (must qualify as an evidenced based practice) for a minimum of 120 unduplicated at-risk youth and their families that are designed to improve life skills, problem-solving and/or parenting skills, and reduce youth drug and alcohol use. Reported quarterly.</p>	<p>By June 30, 2014, 85 %of participants will demonstrate positive change in pro-social skills and reduced drug and alcohol use. Participants must complete pre/post Evaluation Tool provided by evidence-based curriculum. Provide a list of groups conducted in the narrative section</p>	<p># Group participants # Groups</p>					
		<p># Successful</p>					
		<p>% Successful = #successful ÷ #participants x 100</p>					

CORE YOUTH							
<p>By June 30, 2014, provide case-coordination for at least 100 at-risk youth and their families that are designed to improve life skills and reduce substance use. Reported quarterly.</p> <p>Case coordination should include:</p> <ul style="list-style-type: none"> ▪ One-on-one weekly check-ins for mentoring and to work on identified goals in case plan. <p>Referrals to appropriate services/treatment:</p> <ul style="list-style-type: none"> ▪ Family outreach ▪ Mental Health Screens as necessary ▪ Drug and Alcohol assessments as necessary ▪ Tutoring ▪ Counseling ▪ Other appropriate services 	<p>By June 30, 2014, 85% of participants will demonstrate reduced drug and alcohol use as measured by individual case plan goal achievement.</p> <p>Goal should be measurable (e.g., "decrease cigarette smoking from 20 per day to 10 per day") and progress toward goal(s) should be clearly documented in the case file.</p> <p>Completed JCP risk assessment should be included in each case file</p>	CORE # Served <i>(should be at least 25 per quarter)</i>					
		# new					
		# terminations					
		# Referred by school staff					
		# Contacts with family					
		# Successful <i>Justification in case file</i>					
% Successful							
	<p>85% of CORE youth will demonstrate improvement in academic-related behaviors (e.g. attendance, homework completion, grades, etc.). Improvement(s) should be measurable and clearly documented and supported in the case file (e.g. attendance records, grades, etc.).</p>	% Successful					
Prevention Specialist will participate in school-based meetings where at-risk/high risk youth issues are discussed with school staff (Youth Service Team meetings, etc.)	<p>Reported quarterly. <i>Provide a list of dates attended in the narrative section.</i></p>	# of meetings attended					

COALITION and SYSTEM DEVELOPMENT							
<p>By June 30, 2014, Prevention Specialist will participate in the local coalition and/or Clackamas County Prevention Coalition meetings.</p>	<p>Reported quarterly. <i>Provide a list of the meetings and dates attended in narrative section.</i></p>	# of meetings attended					
<p>Staff Development</p> <p>By June 30, 2014, Prevention Specialist will participate in <u>Prevention Specialist trainings</u> & work towards becoming a Certified Prevention Specialist or maintaining certification.</p>	<p>Reported quarterly. <i>Provide a list of trainings and dates attended in narrative section.</i></p>	# trainings attended					
		# of prevention training credit hours					

<p>Prevention Specialist will participate in relevant Coffee Talk and/or other trainings as appropriate over the contract period.</p>	<p>Reported quarterly. Provide a list of trainings and dates attended in the narrative section.</p>	<p># of trainings attended</p>					
<p>System Development By June 30, 2014, Appropriate Agency Representative will participate in PreventNet All Staff system development meetings</p>	<p>Reported quarterly. Provide a list of dates attended in narrative section.</p>	<p># PreventNet meetings attended</p>					

**Prevention Specialist
2013-2014 Work Plan Comments and Narrative**

Please add narrative necessary to clearly explain the numbers reported.

1st Quarter:

Universal Services

- **Events and dates:**

- **Prosocial activities/dates/times:**

- **Media Ready:**

- **Groups:**

Core Services

- **Core Youth:**

- **Youth Service Team Meeting dates:**

Coalition and System Development

- **Coalition meetings/dates:**

- **Prevention Specialist Trainings/dates:**

- **Coffee Talk and/or other trainings/dates:**

- **PreventNet meeting attendance/dates:**

- **Notable accomplishments:**

2nd Quarter:

Universal Services

- **Events and dates:**

- **Prosocial activities/dates/times:**

- **Media Ready:**

- **Groups:**

Core Services

- **Core Youth:**

- **Youth Service Team Meeting dates:**

Coalition and System Development

Coalition meetings/dates:

- Prevention Specialist Trainings/dates:
- Coffee Talk and/or other trainings/dates:
- PreventNet meeting attendance/dates:
- Notable accomplishments:

3rd Quarter:

Universal Services

- Events and dates:
- Prosocial activities/dates/times:
- Media Ready:
- Groups:

Core Services

- Core Youth:
- Youth Service Team Meeting dates:

Coalition and System Development

- Coalition meetings/dates:
- Prevention Specialist Trainings/dates:
- Coffee Talk and/or other trainings/dates:
- PreventNet meeting attendance/dates:
- Notable accomplishments:

4th Quarter:

Universal Services

- Events and dates:
- Prosocial activities/dates/times:
- Media Ready:
- Groups:

**EXHIBIT 3-A
CLACKAMAS COUNTY CHILDREN, YOUTH & FAMILIES DIVISION
PREVENTNET COMMUNITY SCHOOLS SERVICES Approved Budget 2013-2014**

Organization:	Northwest Family Services	Report For: <input checked="" type="checkbox"/> Jul 12 <input type="checkbox"/> Aug 12 <input type="checkbox"/> Sep 12 <input type="checkbox"/> Oct 12 <input type="checkbox"/> Nov 12 <input type="checkbox"/> Dec 12 <input type="checkbox"/> Jan 13 <input type="checkbox"/> Feb 13 <input type="checkbox"/> Mar 13 <input type="checkbox"/> Apr 13 <input type="checkbox"/> May 13 <input type="checkbox"/> Jun 13
Service:	PreventNet Community School Services : Alder Creek MS	
Program Contact:	Rose Fuller	
Date:	July 1, 2013 June 30, 2014	

Category	Approved Grant Amount	Approved Match Amount	Approved Total Program Amount	Monthly Grant Expenditure	Monthly Match Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	YTD Match Expenditure	Total YTD Expenditure
Personnel (List salary, FTE & Fringe costs for each position)									
Laura MacLannan, Site Coordinator 1.0 FTE x \$37,000	\$ 36,400.00	\$ 600.00	\$ 37,000.00			\$ -	\$ -	\$ -	\$ -
Site Coordinator fringe @ .21	\$ 5,890.00	\$ 336.00	\$ 6,216.00			\$ -	\$ -	\$ -	\$ -
C Bankston, Program Supervision .125 FTE	\$ 5,800.00	\$ 1,275.00	\$ 6,875.00			\$ -	\$ -	\$ -	\$ -
Project Oversight Fringe	\$ 1,444.00		\$ 1,444.00			\$ -	\$ -	\$ -	\$ -
J. Lange, Roving Support Staff .20 FTE	\$ 6,400.00		\$ 6,400.00			\$ -	\$ -	\$ -	\$ -
Support staff fringe @ .21	\$ 1,344.00		\$ 1,344.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Personnel Svcs	\$ 57,068.00	\$ 2,211.00	\$ 59,279.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration									
Bookkeeper/payroll	\$ 800.00	\$ 600.00	\$ 1,400.00			\$ -	\$ -	\$ -	\$ -
Bookkeeper/payroll fringes	\$ 32.00	\$ 262.00	\$ 294.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Administration	\$ 832.00	\$ 862.00	\$ 1,694.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies									
Program Supplies		\$ 1,245.00	\$ 1,245.00			\$ -	\$ -	\$ -	\$ -
General Supplies	\$ 900.00		\$ 900.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Equipment									
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
General Office									
Rent		\$ 3,505.00	\$ 3,505.00			\$ -	\$ -	\$ -	\$ -
Utilities			\$ -			\$ -	\$ -	\$ -	\$ -
Printing			\$ -			\$ -	\$ -	\$ -	\$ -
Phone			\$ -			\$ -	\$ -	\$ -	\$ -
Insurance(s)		\$ 276.00	\$ 276.00			\$ -	\$ -	\$ -	\$ -
Telecommunications		\$ 844.00	\$ 844.00			\$ -	\$ -	\$ -	\$ -
Professional Fees & Contract Svcs									
School Space/fields			\$ -			\$ -	\$ -	\$ -	\$ -
Referees			\$ -			\$ -	\$ -	\$ -	\$ -
Travel									
Conferences & Training	\$ 300.00		\$ 300.00			\$ -	\$ -	\$ -	\$ -
Mileage	\$ 900.00					\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Additional (please specify)									
Youth Meals		\$ 1,000.00	\$ 1,000.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Program Costs	\$ 2,100.00	\$ 6,870.00	\$ 8,070.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ 60,000.00	\$ 9,943.00	\$ 69,043.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Please provide information on any budget anomalies in the budget above:

**EXHIBIT 3-A
CLACKAMAS COUNTY CHILDREN, YOUTH & FAMILIES DIVISION
PREVENTNET COMMUNITY SCHOOLS SERVICES Approved Budget 2013-2014**

Organization:	Northwest Family Services	Report For: <input checked="" type="checkbox"/> Jul 12 <input type="checkbox"/> Aug 12 <input type="checkbox"/> Sep 12 <input type="checkbox"/> Oct 12 <input type="checkbox"/> Nov 12 <input type="checkbox"/> Dec 12 <input type="checkbox"/> Jan 13 <input type="checkbox"/> Feb 13 <input type="checkbox"/> Mar 13 <input type="checkbox"/> Apr 13 <input type="checkbox"/> May 13 <input type="checkbox"/> Jun 13
Service:	PreventNet Community School Services : Kraxberger MS	
Program Contact:	Rose Fuller	
Date:	July 1, 2013 June 30, 2014	

Category	Approved Grant Amount	Approved Match Amount	Approved Total Program Amount	Monthly Grant Expenditure	Monthly Match Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	YTD Match Expenditure	Total YTD Expenditure
Personnel (List salary, FTE & Fringe costs for each position)									
Kayla Rask, Site Coordinator 1.0 FTE x \$37,000	\$ 36,400.00	\$ 600.00	\$ 37,000.00			\$ -	\$ -	\$ -	\$ -
Site Coordinator fringe @ .21	\$ 5,980.00	\$ 336.00	\$ 6,216.00			\$ -	\$ -	\$ -	\$ -
C Bankston, Program Supervision .125 FTE	\$ 5,600.00	\$ 1,275.00	\$ 6,875.00			\$ -	\$ -	\$ -	\$ -
Project Oversight Fringe	\$ 1,444.00		\$ 1,444.00			\$ -	\$ -	\$ -	\$ -
J. Lange, Roving Support Staff .20 FTE	\$ 6,400.00		\$ 6,400.00			\$ -	\$ -	\$ -	\$ -
Support staff fringe @ .21	\$ 1,344.00		\$ 1,344.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Personnel Svcs	\$ 57,088.00	\$ 2,211.00	\$ 59,299.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration									
Bookkeeper/payroll	\$ 800.00	\$ 600.00	\$ 1,400.00			\$ -	\$ -	\$ -	\$ -
Bookkeeper/payroll fringe	\$ 32.00	\$ 262.00	\$ 294.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Administration	\$ 832.00	\$ 862.00	\$ 1,694.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies									
Program Supplies		\$ 1,245.00	\$ 1,245.00			\$ -	\$ -	\$ -	\$ -
General Supplies	\$ 900.00		\$ 900.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Equipment									
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
General Office									
Rent		\$ 3,505.00	\$ 3,505.00			\$ -	\$ -	\$ -	\$ -
Utilities			\$ -			\$ -	\$ -	\$ -	\$ -
Printing			\$ -			\$ -	\$ -	\$ -	\$ -
Phone			\$ -			\$ -	\$ -	\$ -	\$ -
Insurance(s)		\$ 276.00	\$ 276.00			\$ -	\$ -	\$ -	\$ -
Telecommunications		\$ 844.00	\$ 844.00			\$ -	\$ -	\$ -	\$ -
Professional Fees & Contract Svcs									
School Space/fields			\$ -			\$ -	\$ -	\$ -	\$ -
Referees			\$ -			\$ -	\$ -	\$ -	\$ -
Travel									
Conferences & Training	\$ 300.00		\$ 300.00			\$ -	\$ -	\$ -	\$ -
Mileage	\$ 900.00					\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Additional (please specify)									
Youth Meals		\$ 1,000.00	\$ 1,000.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Program Costs	\$ 2,100.00	\$ 6,870.00	\$ 8,970.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ 60,000.00	\$ 9,943.00	\$ 69,043.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Please provide information on any budget anomalies in the budget above:

**EXHIBIT 3-A
CLACKAMAS COUNTY CHILDREN, YOUTH & FAMILIES DIVISION
PREVENTNET COMMUNITY SCHOOLS SERVICES Approved Budget 2013-2014**

Organization:	Northwest Family Services	Report For: <input checked="" type="checkbox"/> Jul 12 <input type="checkbox"/> Aug 12 <input type="checkbox"/> Sep 12 <input type="checkbox"/> Oct 12 <input type="checkbox"/> Nov 12 <input type="checkbox"/> Dec 12 <input type="checkbox"/> Jan 13 <input type="checkbox"/> Feb 13 <input type="checkbox"/> Mar 13 <input type="checkbox"/> Apr 13 <input type="checkbox"/> May 13 <input type="checkbox"/> Jun 13
Service:	PreventNet Community School Services : Gardiner MS	
Program Contact:	Rose Fuller	
Date:	July 1, 2013 June 30, 2014	

Category	Approved Grant Amount	Approved Match Amount	Approved Total Program Amount	Monthly Grant Expenditure	Monthly Match Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	YTD Match Expenditure	Total YTD Expenditure
Personnel (List salary, FTE & Fringe costs for each position)									
Amanda Takish, Site Coordinator .80 FTE x \$37,000	\$ 29,000.00	\$ 600.00	\$ 29,600.00			\$ -	\$ -	\$ -	\$ -
Site Coordinator Fringe @ .21	\$ 5,536.00	\$ 554.00	\$ 6,090.00			\$ -	\$ -	\$ -	\$ -
C Bankston, Program Supervision .125 FTE	\$ 5,600.00	\$ 1,275.00	\$ 6,875.00			\$ -	\$ -	\$ -	\$ -
Project Oversight Fringe	\$ 1,444.00		\$ 1,444.00			\$ -	\$ -	\$ -	\$ -
J. Lange, Roving Support Staff .40 FTE	\$ 12,800.00		\$ 12,800.00			\$ -	\$ -	\$ -	\$ -
Support staff fringe @ .21	\$ 2,688.00		\$ 2,688.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Personnel Svcs	\$ 57,068.00	\$ 2,429.00	\$ 59,497.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration									
Bookkeeper/payroll	\$ 800.00	\$ 600.00	\$ 1,400.00			\$ -	\$ -	\$ -	\$ -
Bookkeeper/payroll fringe	\$ 32.00	\$ 262.00	\$ 294.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Administration	\$ 832.00	\$ 862.00	\$ 1,694.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies									
Program Supplies		\$ 1,245.00	\$ 1,245.00			\$ -	\$ -	\$ -	\$ -
General Supplies	\$ 900.00		\$ 900.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Equipment									
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
General Office									
Rent		\$ 3,505.00	\$ 3,505.00			\$ -	\$ -	\$ -	\$ -
Utilities			\$ -			\$ -	\$ -	\$ -	\$ -
Printing			\$ -			\$ -	\$ -	\$ -	\$ -
Phone			\$ -			\$ -	\$ -	\$ -	\$ -
Insurance(s)		\$ 276.00	\$ 276.00			\$ -	\$ -	\$ -	\$ -
Telecommunications		\$ 844.00	\$ 844.00			\$ -	\$ -	\$ -	\$ -
Professional Fees & Contract Svcs									
School Space/fields			\$ -			\$ -	\$ -	\$ -	\$ -
Referees			\$ -			\$ -	\$ -	\$ -	\$ -
Travel									
Conferences & Training	\$ 300.00		\$ 300.00			\$ -	\$ -	\$ -	\$ -
Mileage	\$ 900.00					\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Additional (please specify)									
Youth Meals		\$ 1,000.00	\$ 1,000.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Program Costs	\$ 2,100.00	\$ 6,870.00	\$ 8,970.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ 60,000.00	\$ 10,161.00	\$ 69,261.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Please provide information on any budget anomalies in the budget above:

EXHIBIT 3-A
CLACKAMAS COUNTY CHILDREN, YOUTH & FAMILIES DIVISION
PREVENTNET COMMUNITY SCHOOLS SERVICES Approved Budget 2013-2014

Organization:	Northwest Family Services	Report For:	<input checked="" type="checkbox"/> Jul 12	<input type="checkbox"/> Aug 12	<input type="checkbox"/> Sep 12
Service:	PreventNet Community School Services : Rex Putnam HS		<input type="checkbox"/> Oct 12	<input type="checkbox"/> Nov 12	<input type="checkbox"/> Dec 12
Program Contact:	Rose Fuller		<input type="checkbox"/> Jan 13	<input type="checkbox"/> Feb 13	<input type="checkbox"/> Mar 13
Date:	July 1, 2013 June 30, 2014		<input type="checkbox"/> Apr 13	<input type="checkbox"/> May 13	<input type="checkbox"/> Jun 13

Category	Approved Grant Amount	Approved Match Amount	Approved Total Program Amount	Monthly Grant Expenditure	Monthly Match Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	YTD Match Expenditure	Total YTD Expenditure
Personnel (List salary, FTE & Fringe costs for each position)									
Tamara Wariu, Site Coordinator 1.0									
FTE x \$37,000	\$ 36,400.00	\$ 600.00	\$ 37,000.00			\$ -	\$ -	\$ -	\$ -
Site Coordinator fringe @ .21	\$ 5,880.00	\$ 336.00	\$ 6,216.00			\$ -	\$ -	\$ -	\$ -
C Bankston, Program Supervision .125 FTE	\$ 5,600.00	\$ 1,275.00	\$ 6,875.00			\$ -	\$ -	\$ -	\$ -
Project Oversight Fringe	\$ 1,444.00		\$ 1,444.00			\$ -	\$ -	\$ -	\$ -
J. Lange, Roving Support Staff .20 FTE	\$ 6,400.00		\$ 6,400.00			\$ -	\$ -	\$ -	\$ -
Support staff fringe @ .21	\$ 1,344.00		\$ 1,344.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Personnel Svcs	\$ 57,068.00	\$ 2,211.00	\$ 59,279.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration									
Bookkeeper/payroll	\$ 600.00	\$ 600.00	\$ 1,400.00			\$ -	\$ -	\$ -	\$ -
Bookkeeper/payroll fringe	\$ 32.00	\$ 262.00	\$ 294.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Administration	\$ 832.00	\$ 862.00	\$ 1,694.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies									
Program Supplies		\$ 1,245.00	\$ 1,245.00			\$ -	\$ -	\$ -	\$ -
General Supplies	\$ 900.00		\$ 900.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Equipment									
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
General Office									
Rent		\$ 3,505.00	\$ 3,505.00			\$ -	\$ -	\$ -	\$ -
Utilities			\$ -			\$ -	\$ -	\$ -	\$ -
Printing			\$ -			\$ -	\$ -	\$ -	\$ -
Phone			\$ -			\$ -	\$ -	\$ -	\$ -
Insurance(s)		\$ 276.00	\$ 276.00			\$ -	\$ -	\$ -	\$ -
Telecommunications		\$ 844.00	\$ 844.00			\$ -	\$ -	\$ -	\$ -
Professional Fees & Contract Svcs									
School Space/fields			\$ -			\$ -	\$ -	\$ -	\$ -
Referees			\$ -			\$ -	\$ -	\$ -	\$ -
Travel									
Conferences & Training	\$ 300.00		\$ 300.00			\$ -	\$ -	\$ -	\$ -
Mileage	\$ 900.00					\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Additional (please specify)									
Youth Meals		\$ 1,000.00	\$ 1,000.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Program Costs	\$ 2,100.00	\$ 6,670.00	\$ 8,070.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ 60,000.00	\$ 9,943.00	\$ 69,043.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Please provide information on any budget anomalies in the budget above:

8

COPY

Cindy Becker, Director

November 7, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment with Washington County
for Alcohol and Drug Treatment Services

Purpose/Outcomes	This contractor provides coordination of access to and payment for alcohol and drug treatment and detoxification services at Tigard Recovery Center for eligible individuals in Washington or Clackamas counties.
Dollar Amount and Fiscal Impact	The total maximum contract value is increased by \$6,082.00 to a revised contract value of \$91,234.26.
Funding Source	Oregon Health Authority 2013-2015 Community Mental Health Program (CMHP) Intergovernmental Agreement. No County general funds are involved.
Safety Impact	None
Duration	Effective upon signature and terminates on September 30, 2013.
Previous Board Action	The previous contract was approved by the Board of County Commissioners on October 3, 2013, agenda item 100313-A3.
Contact Person	Jill Archer, Director, Behavioral Health Division (503) 742-5336
Contract No.	BH-25-11/12 (944)

BACKGROUND:

The Behavioral Health Division (CCBHD) is requesting an amendment to an existing contract with Washington County for alcohol and drug treatment services. Through this contract, the CCBHD purchases service capacity for two (2) detoxification beds and ten (10) clinical care slots for alcohol and drug residential treatment at Tigard Recovery Center. These services are for eligible individuals in Washington or Clackamas counties. Washington County has an on-going operations contract with Tigard Recovery Center and will coordinate referrals and prioritize placement of consumers.

This amendment extends the termination date of the current contract for an additional 60 days. This extension is needed to complete language negotiations regarding the new sub-recipient Grant Agreement that will be effective January 1, 2014. It also updates the liaison responsibility information and adds funding to cover the additional month of services. This amendment is effective November 1, 2013 and continues through December 31, 2013

RECOMMENDATION:

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

Respectfully submitted,

Cindy Becker, Director

Healthy Families. Strong Communities.

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

www.clackamas.us/h3s

Contract Amendment
Health, Housing and Human Services Department

H3S Contract Number BH-25-11/12 (944) Board Agenda Number 100313-A3

and Date October 3, 2013

Division Behavioral Health Amendment No. 3

Contractor WASHINGTON COUNTY

Amendment Requested By Jill Archer, Director

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

This contract term is amended for an additional 60 days and adds funding for the extension. It also updates the liaison information for CLACKAMAS. It is effective upon signature and continues through **December 31, 2013**. Except as amended hereby, all other terms and conditions of the contract remain in full force and effect.

Amend to Read:

III. COMPENSATION

CLACKAMAS will pay WASHINGTON on a prospective rate basis at the rate of \$1,520.63 per bed per month for two beds of alcohol detoxification services. All payments are subject to reduction by AMH based on eligibility, payment, or other standards outlined in the County Financial Assistance Contract between the state and CLACKAMAS. The maximum payable to WASHINGTON under this agreement is \$91,234.26.

Amend to Read:

IV. LIAISON RESPONSIBILITY

Kathy Prenevost will act as liaison from WASHINGTON under this agreement. **Mary Rumbaugh** will act as liaison from CLACKAMAS.

Amend to Read:

VII. TERM OF AGREEMENT

A. This agreement becomes effective July 1, 2011, and is scheduled to terminate December 31, 2013.

Amend to Read:

Exhibit A
 SUB-RECIPIENT TERMS AND CONDITIONS

<u>CLACKAMAS COUNTY, OREGON</u>		
<u>SUB-RECIPIENT GRANT AGREEMENT 13-007</u>		
Project Name: A&D 66&70 Substance Abuse Block Grant		
Project Number: 40066		
This agreement is between Clackamas County, Oregon, acting by and through its Health, Housing and Human Services Department, Behavioral Health Division (COUNTY) and WASHINGTON COUNTY (SUB-RECIPIENT).		
SUB-RECIPIENT DATA	CLACKAMAS COUNTY DATA	
Program Administrator: Kathy Prenovost, LMSW	Grant Accountant: Wendy Towleron	Project Officer: Mary Rumbaugh
Washington County Health & Human Services 155 N. First Avenue, Suite 250 Hillsboro, Oregon 97124-3072 Phone: (503)846-4976 E-mail: Kathy.Prenovost@co.washington.or.us	Clackamas County Behavioral Health Division 2051 Kaen Road, # 367 Oregon City, Oregon 97045 Phone: (503)742-5324 E-mail: wendytow@clackamas.us	Clackamas County Behavioral Health Division 2051 Kaen Road, # 367 Oregon City, Oregon 97045 Phone: (503)742-5305 E-mail: MaryRum@clackamas.us
DUNS: 060588563		

As required by OMB Circular A-133, the COUNTY has identified Washington County as a sub-recipient of Federal funds, and has amended the existing agreement to be such with the addition of this exhibit. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUB-RECIPIENT agrees to provide alcohol and drug treatment services and alcohol detoxification services to eligible individuals in Washington or Clackamas counties.

NOW THEREFORE, according to the terms of this Grant Agreement the COUNTY and Washington County ("SUB-RECIPIENT") agree as follows:

1. **Term and Effective Date.** The changes as accepted in this exhibit shall be effective upon signature and shall expire on **December 31, 2013**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Standards of Performance.** SUB-RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this agreement and all applicable laws and regulations. Furthermore, SUB-RECIPIENT shall comply with the requirements of A&D 86 Continuum of Care Services within the 2011-2013 and 2013-2015 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services and all applicable Oregon Administrative Rules, the source of the grant funding. SUB-RECIPIENT agrees to comply with the standards set forth in 45 CFR Part 74.
3. **Grant Funds.** COUNTY's funding for this agreement is provided through the Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services for the biennium period 2011-2013 and 2013-2015 issued to COUNTY by the State of Oregon acting by and through its Oregon Health Authority (OHA) (CFDA No. 93.959). This is a cost reimbursement grant. The maximum, not to exceed, grant amount that COUNTY will pay is **\$72,991** through June 30, 2013 and a total of **\$18,243** July 1, 2013 through **December 31, 2013**. SUB-RECIPIENT will receive written notification of the split between funding sources CFDA No. 93.959 and general funds within 90 days of the end of the agreement.

4. **Administrative Requirements.** SUB-RECIPIENT agrees to its status as a SUB-RECIPIENT, and accepts among its duties and responsibilities the following:
- a. **Financial Management.** SUB-RECIPIENT shall comply with 2 CFR Part 215, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations* (OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred. In addition, SUB-RECIPIENT agrees to comply with the standards set forth in 45 CFR Part 74.
 - b. **Cost Principles.** SUB-RECIPIENT shall administer the award in conformity with 2 CFR 230, Appendix B (OMB Circular A-122) *Cost Principles for Nonprofit Organizations*. These principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUB-RECIPIENT.
 - c. **Period of Availability.** SUB-RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - d. **Match.**
 - Matching funds are not required for this Agreement.
 - Matching funds are required for this Agreement.
 - e. **Payment.** SUB-RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this agreement.
 - f. **Universal Identifier and Contract Status.** SUB-RECIPIENT shall comply with 2 CFR 25 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, SUB-RECIPIENT shall register and maintain an active registration in the Central Contractor Registration database.
 - g. **Suspension and Debarment.** SUB-RECIPIENT shall comply with 2 CFR 180 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUB-RECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUB-RECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>.
 - h. **Lobbying.** SUB-RECIPIENT agrees that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR Part 215 (OMB Circular A-122) which prohibits the use of Federal grant funds for litigation against the United States. In addition, SUB-RECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
 - i. **Audit.** SUB-RECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and revised OMB Circular A-133, *"Audits of States, Local Governments, and Non-Profit Organizations"*. SUB-RECIPIENT expenditures of \$500,000 or more in Federal funds require an annual Single Audit. SUB-RECIPIENT is required to hire an independent auditor qualified to perform an A-133 audit and submit the audit reports to COUNTY within 9 months from the SUB-RECIPIENT's fiscal year end or 30 days after issuance of the reports, whichever is sooner.
 - j. **Monitoring.** SUB-RECIPIENT agrees to allow access to conduct site visits and inspections of financial records for the purpose of monitoring. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents,

papers, plans, records of shipments and payments and writings of SUB-RECIPIENT that are pertinent to this agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion.

- k. **Record Retention.** SUB-RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of seven (7) 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.
- l. **Failure to Comply.** SUB-RECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUB-RECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUB-RECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

5. Additional Requirements

- a. **Public Policy.** SUB-RECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations and 2 CFR Part 215, as applicable.
- b. If SUB-RECIPIENT fails to comply with these contract terms, the COUNTY may exercise its right to terminate under Section IV.D. of this agreement.
- c. SUB-RECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUB-RECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- d. SUB-RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUB-RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- e. SUB-RECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUB-RECIPIENT's negligent or willful acts or those of its employees, agents or those under SUB-RECIPIENT's control.



DEPARTMENT OF EMERGENCY MANAGEMENT

November 7, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of FY11 Urban Area Security Initiative (UASI)
Local Grant Agreement (LGA) with the City of Oregon City

Purpose/Outcomes	Approving the FY11 LGA between Clackamas County and the City of Oregon City allows the City of Oregon City to receive and/or benefit from UASI grant funds that pass through Clackamas County.
Dollar Amount and Fiscal Impact	The UASI grant is a 100% federal share grant. Clackamas County acts as the pass-through for grant funds to sub-recipients, receiving full reimbursement for any expenses incurred. Upon approval of the LGA, the City of Oregon City will be eligible to receive a \$20,000 variable message sign trailer for use in public works and emergency/disaster operations.
Funding Source	The United States Department of Homeland Security, Federal Emergency Management Agency - no County General Funds are involved.
Safety Impact	The City of Oregon City will be able to enhance their emergency/disaster response equipment capability with funds from this grant.
Duration	The FY11 UASI grant award period is from March 1, 2012 through May 31, 2014.
Previous Board Action	The FY11 UASI LGA was reviewed by the Board of County Commissioners in a study session on January 29, 2013. Formal approval of the document was made during the February 7, 2013 business meeting – agenda item 020713-C1.
Contact Person	Sarah Stegmuller Eckman, Administrative Services Manager, 503-650-3381
Contract No.	N/A

BACKGROUND:

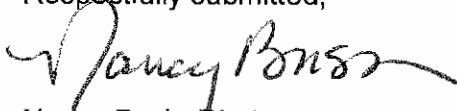
Clackamas County is a signatory to an Intergovernmental Agreement with the City of Portland that requires the County to be the sponsoring, or pass-through, agency for other county agencies and special districts that receive funding or benefit from UASI grants. Approval of the FY11 UASI LGA with the City of Oregon City will allow the City to receive a \$20,000 variable message sign trailer, as well as to be eligible to benefit from any future FY11 UASI funding opportunities.

The agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval of the FY11 UASI LGA between Clackamas County and the City of Oregon City.

Respectfully submitted,


Nancy Bush, Director

**URBAN AREA SECURITY INITIATIVE (UASI)
LOCAL GRANT AGREEMENT**

THIS IS an intergovernmental agreement (Agreement) between Clackamas County, Oregon (“County”) and the City of Barlow, the City of Canby, the City of Damascus, the City of Estacada, the City of Gladstone, the City of Happy Valley, the City of Johnson City, the City of Lake Oswego, the City of Milwaukie, the City of Molalla, the City of Oregon City, the City of Rivergrove, the City of Sandy, the City of West Linn, the City of Wilsonville, Boring Fire District, Canby Fire District #62, Clackamas Fire District #1, Colton Fire District #70, Estacada Rural Fire District #69, Hoodland Fire District #74, Molalla Rural Fire Protection District #73, Sandy Fire District #72, Boring Water District, Clackamas River Water and Sunrise Water District (“Sub-recipient”) entered into pursuant to the authority granted in Oregon Revised Statutes (ORS) Chapter 190 for the coordination of activities related to use of the United States Department of Homeland Security’s Urban Areas Security Initiative (UASI) grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas to assist in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

SECTION I. RECITALS

WHEREAS, the United States Department of Homeland Security, Federal Emergency Management Sub-recipient (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of \$4,925,160, in Fiscal Year 2011 to the state of Oregon (State) for distribution to the Portland Urban Area (PUA); and

WHEREAS, the State awarded UASI Grant #11-170 (CFDA #97.008) to the City of Portland, Bureau of Emergency Management (PBEM) (referred to as Portland Office of Emergency Management (POEM) in all other referenced documents, currently named PBEM), as sub grantee, for Fiscal Year 2011 in the amount of \$4,668,953, a copy of which is attached to this Agreement and incorporated herein as Exhibit A; and

WHEREAS, UASI Grant #11-170 is intended to increase the capabilities of the PUA, which includes jurisdictions, agencies, and organizations in Multnomah, Clackamas, Columbia, and Clackamas counties in Oregon and Clark County in Washington, to prevent, protect against, respond to, and recover from threats and acts of terrorism; and

WHEREAS, a list of equipment, supplies, professional services, training, and exercises to be funded by the grant has been developed through the application process and coordination with the State; and

WHEREAS, PBEM, as Grant Administrator, is required to oversee and coordinate the expenditure of the UASI grant funds and has developed procedures to guide the procurement, delivery, and reimbursement processes; and

WHEREAS, PBEM, as Grant Administrator, is required to make periodic reports to the State regarding the expenditure of the UASI grant funds and has developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, the City of Portland and all other PUA jurisdictions, agencies, and organizations that receive direct benefit from UASI grant purchases are required to comply with all terms of the UASI Grant # 11-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the City of Portland has entered into an agreement with Clackamas County to secure the County's commitment to follow the City of Portland-developed procurement, delivery, reimbursement, and reporting procedures, to ensure its compliance with all terms of the grant, and to obligate it to coordinate with and obtain similar assurances from directly benefiting jurisdictions, agencies, and organizations within the County.

WHEREAS, upon acceptance and signature of this Local Government Agreement, the sub-recipient becomes eligible to receive UASI FY2011 funding.

NOW, THEREFORE, the parties agree as follows:

1. **The County agrees:**

To coordinate grant-related procurement, reimbursement, and reporting activities with directly benefiting jurisdictions, agencies, and organizations in the County consistent with the processes developed by the City of Portland to manage those activities.

2. **The Sub-recipient agrees:**

a) That it has read the award conditions and certifications for UASI Grant #11-170, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the City of Portland, as grantee, under those grant documents.

b) To comply with all City of Portland and State financial management and procurement requirements, including competitive bid processes, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:

- i. Administrative Requirements: 44 CFR Part 13 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).
 - ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
 - iii. Audit Requirements: OMB Circular A-133.
- c) That all equipment, supplies, and services provided by the City of Portland are as described in the approved grant budget documents, which the Sub-recipient has seen.
 - d) That it will not deviate from the items listed in the approved grant budget documents without first securing written authority from the City of Portland.
 - e) To comply with all property and equipment tracking and monitoring processes required by the grants, this Agreement, the City of Portland, Clackamas County and the State.
 - f) To treat all single items of equipment valued over \$5,000 as fixed assets and to provide the City of Portland with a list of such equipment. The list should include, but is not limited to, dates of purchase, equipment description, serial numbers, and locations where the equipment is housed or stored. All requirements for the tracking and monitoring of fixed assets are set forth in 44 CFR Part 13.
 - g) To maintain and store all equipment and supplies, provided or purchased, in a manner that will best prolong its life and keep it in good working order at all times.
 - h) That regardless of how it is procured, all equipment and supplies purchased shall be owned by the Sub-recipient until proper disposition takes place. The Sub-recipient shall be responsible for inventory tracking, maintenance, and storage while in possession of such equipment and supplies.
 - i) That any request or invoice it submits for reimbursement of costs is consistent with the items identified in the approved grant budget documents.
 - j) That it understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the City of Portland, State, and the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.

- k) That all publications created with funding under this grant shall prominently contain the following statement: “This document was prepared under a grant from FEMA’s Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s Grant Programs Directorate or the U.S. Department of Homeland Security.”
- l) That all financial records and supporting documentation, and all other records pertinent to this grant or agreements under this grant, shall be retained for a minimum of six years following termination, completion, or expiration of this Agreement for purposes of City of Portland, State, or federal examination and audit.
- m) To obtain a copy of 44 CFR Part 13 and all applicable OMB circulars, and to apprise itself of all rules and regulations set forth.
- n) Not to supplant its local funds with federal and to, instead, use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to fund programs within the UASI grant program guidelines.
- o) To list the City of Portland as a party to be held harmless and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, indemnified by the City and any contractor or subcontractor thereof, for any injury to person or property arising out of the equipment, supplies, or services provided under this Agreement, and as a party to whom a listed duty is due.
- p) To comply with National Incident Management System (NIMS) objectives identified as requirements by the State.
- q) To comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.
- r) To provide timely compliance with all reporting obligations required by the grant's terms and the City of Portland.
- s) To provide the City of Portland with Performance Reports, Financial Reimbursement Reports, and Audit Reports when required by the City of Portland and in the form required by the City of Portland.
 - i. Performance Reports are due to PBEM biannually on June 15th and December 15th during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.

- ii. Financial Reimbursement Reports are due no less frequently than quarterly during the term of the grant agreement. Late Financial Reimbursement Reports could result in the suspension and/or termination of the grant.
- iii. Per UASI Grant #11-170, Section K.2.b., reimbursement for expenses may be withheld if performance reports are not submitted by the specified dates or are incomplete.
- t) To follow the travel expense and per diem guidelines set forth by the U.S. General Services Administration (GSA) as well as the guidelines of the City of Portland and State. Per UASI Grant #11-170, Section K.2.c., reimbursements rates for travel expenses shall not exceed those allowed by the State. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expense or authorized rates incurred.

GSA per diem rates can be found on the GSA website:
<http://www.gsa.gov/portal/category/21287>.

The City of Portland's guidelines can be found on the Office of the City Auditor's website:
BCP-FIN-6.13 Travel:
<http://www.portlandonline.com/auditor/index.cfm?&c=34747&a=160271>

BCP-FIN-6.14 Non-travel Meals, Light Refreshments and Related Miscellaneous Expenses:
<http://www.portlandonline.com/auditor/index.cfm?&a=160283&c=34747>

- u) To comply with all of its obligations under this Agreement and any applicable, incorporated document or documents.
3. **Effective Date and Duration.** This Agreement shall be effective from the date both parties have signed and shall be terminated on March 31, 2014, unless otherwise extended by the parties in writing or terminated due to failure of one of the Parties to perform.
 4. **Amendment.** This Agreement may be modified or amended only by the written agreement of both parties but must remain consistent with the requirements of the UASI program grant, the agreement between the State and the City of Portland, and the City of Portland's UASI grant agreement with the County.
 5. **Termination.** Either party may terminate this Agreement in the event the other fails to comply with its obligations under the Agreement. If the Agreement is terminated due to the Sub-recipient's failure or inability to comply with the

provisions of the grant or the Agreement, the Sub-recipient will be liable to the City of Portland for the full cost of any equipment, materials, or services provided by the City of Portland to the Sub-recipient, and any penalties imposed by the State or Federal Government. Each party will notify the other, in writing, of its intention to terminate this Agreement and the reasons therefore. The other party shall have fourteen days, or such other time as the parties may agree, from the date of the notice in which to correct or otherwise address the compliance failure which is the subject of the notice.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State, without regard to principles of conflicts of law. Any claim, action, suit or proceeding that arises from or relates to this Agreement shall be brought and conducted exclusively within the Circuit Court of Washington County for the state of Oregon. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.
7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
8. **Survival.** The terms, conditions, representations, and all warranties in this Agreement shall survive the termination or expiration of this Agreement.
9. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.
10. **Indemnification.**
 - a) Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City shall indemnify, defend and hold harmless the County, its commissioners, employees and agents from and against any and all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorneys fees arising out of or resulting from the acts of the Sub-recipient, its officers, employees, and agents in the performance of this Agreement.
 - b) Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the County shall indemnify, defend and hold harmless the Sub-recipient from and against all liability, loss and costs arising out of or resulting from the acts of the County, its officers, employees, and agents in the performance of this Agreement.

11. **Third Party Beneficiaries.** The County and the Sub-recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.
12. **Successors in Interest.** The terms of this Agreement shall be binding upon the successors and assigns of each party hereto.
13. **Entire Agreement.** The parties agree and acknowledge that this Agreement is a complete, integrated agreement that supersedes any prior understandings related to implementation of the FY-11 UASI program grant and that it is the entire agreement between them relative to that grant.
14. **Worker's Compensation.** Each party shall be responsible for providing worker's compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027). Neither party shall be required to provide or show proof of any other insurance coverage.
15. **Nondiscrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
16. **Access to Records.** Each party shall maintain, and shall have access to the books, documents, papers, and other records of the other party which are related to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Copies of applicable records shall be made available upon request. Access to records for Oregon Emergency Management (OEM), the Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall not be limited to the required retention period but shall last as long as records are retained.
17. **Subcontracts and Assignment.** Neither party will subcontract or assign any part of this Agreement without the prior written consent of the other party. Notwithstanding County approval of a subcontractor, the Sub-recipient shall remain obligated for full performance hereunder, and the County shall incur no obligation other than its obligations to the Sub-recipient hereunder.

County program liaison for this Agreement is:

Nancy Bush, Director
Clackamas County Department of Emergency Management
2200 Kaen Road
Oregon City, OR 97045
(503) 655-8665

Sub-recipient liaison for this Agreement is:

Name: _____
Jurisdiction/District: _____
Address: _____
Phone: _____

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

CLACKAMAS COUNTY, a political subdivision of the State of Oregon

SUB-RECIPIENT

By: _____

By: David W. Brasher
Authorized Signature

Date: _____, 2012

For: Oregon City
Sub-recipient

Approved as to form
By: [Signature]
County Counsel

Date: 9-20-13, 2012

Date: 10/15/13, 2012

Approved as to form
By: [Signature]
Attorney

Date: 9-18-13, 2012

10



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

November 7, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget
(Less Than Ten Percent) for Fiscal Year 2013-2014

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2013-2014
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$870,507.
Funding Source	Includes Fund Balance, Charges for Services and Miscellaneous Revenue.
Safety Impact	N/A
Duration	July 1, 2013-June 30, 2014
Previous Board Action/Review	Budget Adopted June 27, 2013
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 (3) which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The Resolution Services Fund is recognizing salary reimbursement revenue from Water Environment Services and budgeting it in personnel services for a part-time Mediation Services Assistant position.

The Clackamas Health Centers Fund is recognizing patient and insurance fee revenue and budgeting it in personnel services and materials and services to increase the hours of a current part-time Qualified Mental Health Professional position.

The Planning Fund is recognizing fund balance and appropriating it in contingency.

The Public Land Corner Preservation Fund is recognizing fund balance and appropriating it in contingency.

The Juvenile Fund is recognizing fund balance and appropriating it in materials and services for work not completed last fiscal year.

The DTD Capital Projects Fund is recognizing fund balance and appropriating it in contingency.

The Capital Projects Reserve Fund is recognizing an interfund transfer from the Technology Services Fund and appropriating it in contingency.

The Technology Services Fund is recognizing fund balance and budgeting it to complete projects carried over from the prior year as well as current year projects. This fund is also increasing its interfund transfer to the Capital Projects Reserve Fund towards repayment of funds advanced for network upgrade equipment.

The effect of this Resolution is an increase in appropriations of \$870,507 including revenues as detailed below:

Fund Balance	\$ 659,627.
Charge for Services	20,009.
Miscellaneous Revenue	40,871.
Interfund Transfer	<u>150,000.</u>
Total Recommended	<u>\$ 870,507.</u>

RECOMMENDATION:

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

Sincerely,



Diane Padilla
Budget Manager

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

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget for Items Less Than 10
Percent of the Total Qualifying Expenditures
and Making Appropriations for Fiscal
Year 2013-14



Resolution No _____

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

WHEREAS, a supplemental budget for the period of July 1, 2013 through June 30, 2014, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on November 7, 2013.

WHEREAS; the funds being adjusted are:

- . Resolution Services Fund
- . Planning Fund
- . Public Land Corner Preservation Fund
- . Clackamas Health Centers Fund
- . Juvenile Fund
- . DTD Capital Projects Fund
- . Capital Projects Reserve Fund
- . Technology Services Fund;

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2013 through June 30, 2014.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.480, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 7th day of November 2013

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
November 7, 2013

Recommended items by revenue source:

Fund Balance	\$ 659,627.
Charges for Services	20,009.
Miscellaneous Revenue	40,871.
Interfund Transfer	<u>150,000.</u>
 Total Recommended	 <u>\$ 870,507.</u>

RESOLUTION SERVICES FUND

Revenue:	
Miscellaneous Revenue	\$ 40,871.
Total Revenues	<u>\$ 40,871.</u>
Expense:	
Personnel Services	\$ 40,871.
Total Expenses	<u>\$ 40,871.</u>

Resolution Services Fund is recognizing salary reimbursement revenue from Water Environment Services and budgeting it in personnel services for a part-time Mediation Services Assistant position.

PLANNING FUND

Revenue:	
Fund Balance	\$ 126,985.
Total Revenues	<u>\$ 126,985.</u>
Expense:	
Contingency	\$ 126,985.
Total Expenses	<u>\$ 126,985.</u>

Planning Fund is recognizing fund balance and appropriating it in contingency.

PUBLIC LAND CORNER PRESERVATION FUND

Revenue:	
Fund Balance	\$ 19,589.
Total Revenues	<u>\$ 19,589.</u>
Expense:	
Contingency	\$ 19,589.
Total Expenses	<u>\$ 19,589.</u>

Public Land Corner Preservation Fund is recognizing fund balance and appropriating it in contingency.

CLACKAMAS HEALTH CENTERS FUND

Revenue:	
Charge for Services	\$ 20,009.
Total Revenues	<u>\$ 20,009.</u>
Expense:	
Personnel Services	\$ 18,127.
Materials & Services	<u>1,882.</u>
Total Expenses	<u>\$ 20,009.</u>

Clackamas Health Centers Fund is recognizing patient and insurance fee revenue and budgeting it in personnel services and materials and services to increase the hours of a current part-time Qualified Mental Health Professional position.

JUVENILE FUND

Revenue:	
Fund Balance	\$ 86,955.
Total Revenues	<u>\$ 86,955.</u>
Expense:	
Materials and Services	\$ 86,955.
Total Expenses	<u>\$ 86,955.</u>

Juvenile Fund is recognizing fund balance and appropriating it in materials and services for work not completed last fiscal year.

DTD CAPITAL PROJECTS FUND

Revenue:	
Fund Balance	\$ 42,698.
Total Revenues	<u>\$ 42,698.</u>
Expense:	
Contingency	\$ 42,698.
Total Expenses	<u>\$ 42,698.</u>

Public Land Corner Preservation Fund is recognizing fund balance and appropriating it in contingency.

CAPITAL PROJECTS RESERVE FUND

Revenue:	
Interfund Transfer	\$ 150,000.
Total Revenues	<u>\$ 150,000.</u>
Expense:	
Contingency	\$ 150,000.
Total Expenses	<u>\$ 150,000.</u>

Capital Projects Reserve Fund is recognizing an interfund transfer from the Technology Services Fund and appropriating it in contingency.

TECHNOLOGY SERVICES FUND

Revenue:	
Fund Balance	\$ 383,400.
Total Revenues	<u>\$ 383,400.</u>
Expense:	
Personnel Services	\$ 55,000.
Materials and Services	103,400.
Interfund Transfer	150,000.
Capital Outlay	<u>75,000.</u>
Total Expenses	<u>\$ 383,400.</u>

Technology Services Fund is recognizing fund balance and budgeting it to complete projects carried over from the prior year as well as current year projects. This fund is also increasing its interfund transfer to the Capital Projects Reserve Fund towards repayment of funds advanced for network upgrade equipment.



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

November 7, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for Budgeting of
New Specific Purpose Revenue for Fiscal Year 2013-2014

Purpose/Outcome	Budget changes for Clackamas County FY 2013-2014
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$1,266,850.
Funding Source	Includes Federal and State Operating Grants and Local Government and Other Agencies.
Safety Impact	N/A
Duration	July 1, 2013-June 30, 2014
Previous Board Action/Review	Budget Adopted June 27, 2013 and amended August 8, 2013
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Each fiscal year it is necessary to appropriate additional expenditures and allocate additional sources of revenue to more accurately meet the changing requirements of the operating departments of the County. The attached resolution reflects those changes that departments have requested which pursuant to O.R.S. 294.326, qualify as grants in trust for specific purposes in keeping with legally accurate budget.

The Sheriff Fund is recognizing COPS 2010 Meth Initiative grant revenue and budgeting in materials and services and capital projects to upgrade the avionics system in the airplane used for drug surveillance activities.

The Community Corrections Fund is recognizing additional revenue from the Honest Opportunity Probation with Enforcement (HOPE) grant and appropriating it in personnel services for program costs.

The District Attorney's Fund is recognizing additional Department of Justice, Federal In Kind and Child Abuse Multidisciplinary Team Grant revenues and appropriating it in materials and services for program costs.

The Social Services Fund is recognizing Federal Operating Grant revenue and budgeting to purchase a vehicle for the Catch a Ride program.

The Community Solutions for Clackamas County Fund is recognizing additional revenue from the Adult and Dislocated Worker grant and budgeting in personnel services and materials and services for program costs.

The Clackamas Health Centers Fund is recognizing funding from Cognitive Remediation, Care Oregon and Health Center Outreach/Enrollment Assistance and budgeting it in personnel services and materials and services to add a full-time Certified Medical Assistant position, temporary workers and for other program costs.

The Juvenile Fund is recognizing revenue from Workforce Investment Act, Juvenile Assistance and State Criminal Justice Commission grants and budgeting in personnel services and material and services for program costs.

The effect of this Board Order is an increase in appropriations of \$1,266,850 including new revenues as detailed below:

Grant Revenue	\$ 14,000.
Federal Operating Grants	1,004,163.
State Operating Grants	192,607.
Local Government and Other Agencies	<u>56,080.</u>
Total Recommended	<u>\$ 1,266,850.</u>

RECOMMENDATION:

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

Sincerely,



Diane Padilla
Budget Manager

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

In the Matter of Providing
Authorization to Appropriate Grants
For Specific Purposes within the Fiscal
Year 2013-14



Resolution No. _____

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

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2013 through June 30, 2014, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents;

WHEREAS; the fund being adjusted is:

- . Sheriff Fund
- . Community Corrections Fund
- . District Attorney Fund
- . Social Services Fund
- . Community Solutions for Clackamas County Fund
- . Clackamas Health Centers Fund
- . Juvenile Fund;

It further appearing that it is in the best interest of the County to approve these grants entrusted for specific purpose of appropriations for the period of July 1, 2013 through June 30, 2014.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.326, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED _____

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

NEW SPECIFIC PURPOSE REVENUE REQUESTS

Exhibit A

Grant Revenue	\$ 14,000.
Federal Operating Grants	1,004,163.
State Operating Grants	192,607.
Local Gov't and other Agencies	<u>56,080.</u>
Total Recommended	<u>\$ 1,266,850.</u>

SHERIFF FUND

Revenue:	
Federal Operating Grants	\$ 286,170.
Total	<u>\$ 286,170.</u>
Expense:	
Materials and Services	\$ 109,690.
Capital Outlay	<u>176,480.</u>
Total	<u>\$ 286,170.</u>

Sheriff Fund is recognizing COPS 2010 Meth Initiative grant revenue and budgeting in materials and services and capital projects to upgrade the avionics system in the airplane used for drug surveillance activities.

COMMUNITY CORRECTIONS FUND

Revenue:	
Federal Operating Grants	\$ 98,143.
Total	<u>\$ 98,143.</u>
Expense:	
Personnel Services	\$ 98,143.
Total	<u>\$ 98,143.</u>

Community Corrections Fund is recognizing additional revenue from the Honest Opportunity Probation with Enforcement (HOPE) grant and appropriating it in personnel services for program costs.

DISTRICT ATTORNEY FUND

Revenue:	
Federal Operating Grants	\$ 229,939.
State Operating Grants	<u>81,895.</u>
Total	<u>\$ 311,834.</u>
Expense:	
Materials and Services	\$ 311,834.
Total	<u>\$ 311,834.</u>

District Attorney's Fund is recognizing additional Department of Justice, Federal In Kind and Child Abuse Multidisciplinary Team Grant revenues and appropriating it in materials and services for program costs.

SOCIAL SERVICES FUND

Revenue:		
	Federal Operating Grants	\$ 55,500.
	Total	<u>\$ 55,500.</u>
Expense:		
	Capital Outlay	\$ 55,500.
	Total	<u>\$ 55,500.</u>

Social Services Fund is recognizing Federal Operating Grant revenue and budgeting to purchase a vehicle for the Catch a Ride program.

COMMUNITY SOLUTION FOR CLACKAMAS COUNTY FUND

Revenue:		
	Federal Operating Grants	\$ 147,000.
	Total	<u>\$ 147,000.</u>
Expense:		
	Personnel Services	\$ 128,679.
	Materials and Services	18,321.
	Total	<u>\$ 147,000.</u>

Community Solutions for Clackamas County Fund is recognizing additional revenue from the Adult and Dislocated Worker grant and budgeting in personnel services and materials and services for program costs.

CLACKAMAS HEALTH CENTERS FUND

Revenue:		
	Grant Revenue	\$ 14,000.
	Federal Operating Grants	116,750.
	Local Gov't and Other Agencies	56,080.
	Total	<u>\$ 186,830.</u>
Expense:		
	Personnel Services	\$ 126,610.
	Materials and Services	60,220.
	Total	<u>\$ 186,830.</u>

Clackamas Health Centers Fund is recognizing funding from Cognitive Remediation, Care Oregon and Health Center Outreach/Enrollment Assistance and budgeting it in personnel services and materials and services to add a full-time Certified Medical Assistant position, temporary workers and for other program costs.

JUVENILE FUND

Revenue:

Federal Operating Grants	\$ 70,661.
State Operating Grants	<u>110,712.</u>
Total	<u>\$ 181,373.</u>

Expense:

Personnel Services	\$ 147,608.
Materials and Services	<u>33,765.</u>
Total	<u>\$ 181,373.</u>

Juvenile Fund is recognizing revenue from Workforce Investment Act, Juvenile Assistance and State Criminal Justice Commission grants and budgeting in personnel services and material and services for program costs.



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

November 7, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for
Transfer of Appropriations for Fiscal Year 2013-2014

Purpose/Outcome	Budget changes for Clackamas County FY 2013-2014
Dollar Amount and fiscal impact	No fiscal impact. Transfer of existing appropriations between categories.
Funding Source	N/A
Safety Impact	N/A
Duration	July 1, 2013-June 30, 2014
Previous Board Action/Review	Budget Adopted June 27, 2013 and amended August 8, 2013
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND: Periodically during the fiscal year it is necessary to transfer appropriations between the major spending categories (personal services, materials and services, debt service, interfund transfer, capital outlay and other requirements) to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.450. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

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

The General Fund – Non Departmental is transferring from contingency to the Capital Projects Reserve Fund for remodeling costs for the Family Justice Court at the Shaver Building.

The Business and Economic Development Fund is transferring from personnel services and contingency to materials and services to cover contractual agreements with Supply Chain and Ecotrust.

The Code Compliance and Sustainability Fund is transferring from materials and services to personnel services to increase a part-time Permit Specialist position to full-time to accommodate department's new work schedule.

The District Attorney's Fund is transferring from personnel services to materials and services to purchase an in-house scanning program and also eliminating a budgeted interfund transfer from the Capital Projects Reserve fund for tenant improvements as that work is more appropriately accounted for in a capital projects fund.

The Social Services Fund is realigning revenues and transferring from personnel services to materials and services for costs associated with the Rent Well Mental Health Program.

The Capital Projects Reserve Fund is transferring from contingency to capital outlay to pay for remodeling on the second floor of the Public Services Building for Veterans Services. This fund is also recognizing an interfund transfer from the General Fund for remodeling cost for the Family Justice Center at the Shaver Building and reversing a budgeted interfund transfer to the District Attorney's Fund and appropriating the funds in materials and services instead.

RECOMMENDATION:

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Diane Padilla".

Diane Padilla
Budget Manager

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

In the Matter of Providing Authorization
To Transfer Appropriations Within
the Fiscal Year 2013-14



Resolution No. _____

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

WHEREAS, transfer of appropriations for the period of July 1, 2013 through June 30, 2014, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . General Fund – Non Departmental
- . Business and Economic Development Fund
- . Code Compliance and Sustainability Fund
- . District Attorney Fund
- . Social Services Fund
- . Capital Projects Reserve Fund;

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2013 through June 30, 2014.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.450, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED _____

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUESTS

Exhibit A

GENERAL FUND – NON DEPARTMENTAL

Decrease:		
Expenses		
Contingency	\$	100,000.
Total	\$	<u>100,000.</u>
Increase:		
Expenses		
Interfund Transfer	\$	100,000.
Total	\$	<u>100,000.</u>

Transferring from contingency to the Capital Projects Reserve Fund for remodeling costs for the Family Justice Court at the Shaver Building.

BUSINESS AND ECONOMIC DEVELOPMENT FUND

Decrease:		
Expenses		
Personnel Services	\$	15,000.
Contingency		14,950.
Total	\$	<u>29,950.</u>
Increase:		
Expenses		
Materials & Services	\$	29,950.
Total	\$	<u>29,950.</u>

Transferring from personnel services and contingency to materials and services to cover contractual agreements with Supply Chain and Ecotrust.

CODE COMPLIANCE AND SUSTAINABILTY FUND

Decrease:		
Expenses		
Materials and Services	\$	3,754.
Total	\$	<u>3,754.</u>
Increase:		
Expenses		
Personnel Services	\$	3,754.
Total	\$	<u>3,754.</u>

Transferring from materials and services to personnel services to increase a part-time Permit Specialist position to full-time to accommodate department's new work schedule.

DISTRICT ATTORNEY FUND

Decrease:		
Revenues		
Interfund Transfer	\$	500,000.
Total	\$	<u>500,000.</u>
Decrease:		
Expenses		
Personnel Services	\$	27,504.
Capital Outlay		<u>500,000.</u>
Total	\$	<u>527,504.</u>
Increase:		
Expenses		
Materials & Services	\$	27,504.
Total	\$	<u>27,504.</u>

Reversing the adopted interfund transfer from the Capital Projects Reserve Fund for tenant improvements, to account for them directly in the Capital Projects Reserve Fund; this fund is also transferring from personnel services to materials and services to help with the purchase of an in-house scanning program.

SOCIAL SERVICES FUND

Decrease:		
Revenues		
Interfund Transfer	\$	105,000.
Charge for Services		<u>55,000.</u>
Total	\$	<u>160,000.</u>
Increase:		
Revenues		
Fund Balance	\$	160,000.
Total	\$	<u>160,000.</u>
Decrease:		
Expenses		
Personnel Services	\$	1,114.
Total	\$	<u>1,114.</u>
Increase:		
Expenses		
Materials & Services	\$	1,114.
Total	\$	<u>1,114.</u>

Realigning revenues and transferring from personnel services to materials and services for costs associated with the Rent Well Mental Health Program.

CAPITAL PROJECTS RESERVE FUND

Increase:		
Revenues		
Interfund Transfer	\$	<u>100,000.</u>
Total	\$	<u>100,000.</u>
Decrease:		
Expenses		
Interfund Transfer	\$	500,000.
Contingency		<u>60,508.</u>
Total	\$	<u>560,508.</u>
Increase:		
Expenses		
Materials & Services	\$	500,000.
Capital Outlay		<u>160,508.</u>
Total	\$	<u>660,508.</u>

Transferring from contingency to capital outlay to pay for remodeling on the second floor of the Public Services Building for Veterans Services. This fund is also recognizing an interfund transfer from the General Fund for remodeling cost for the Family Justice Center at the Shaver Building and reversing a budgeted interfund transfer to the District Attorney's Fund and appropriating the funds in materials and services instead.

Approval of Previous Business Meeting Minutes:

October 3, 2013

(Minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, October 3, 2013 - 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

II. CITIZEN COMMUNICATION

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

1. Robert Betschart, River Road – concerned about the Oak Grove boat ramp closure.
2. Kevin Johnson, Gladstone – spoke regarding the Johnson City Annexation – also asked about Mabel Street.
3. Jim Martin, President of the Oak Grove Community Council – has concerns regarding the Oak Grove Boat Ramp closure - asked that Commissioner Schrader attend the Oak Grove Community Council meeting on Oct. 23rd to discuss the
4. Mack Woods, Canby – suggested having Citizen Communication at the end of the agenda – stated we need bigger jails.
5. Les Poole, Gladstone – spoke about the Trolley Trail and asked if the property has been sold yet. Also spoke about his concerns regarding the exclusion ordinance.

~Board Discussion~

III. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

IV. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the consent agenda by title. He then asked for a motion.

MOTION:

Commissioner Schrader: I move we approve the consent agenda.

Commissioner Bernard: Second.

Clerk to call the poll:

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye.

The motion is approved 5-0.

A. Health, Housing & Human Services

1. Approval of a New Revenue Provider Agreement with Lifewise Health Plan of Oregon, to Provide Primary Care Services to Referred Clients at Clackamas County Health Centers - *Health Centers*

2. Approval of Amendment No. 1 to the Agency Service Agreement with Rojoy Service, Inc., for Expanding the Mountain Express Bus Service – *Social Services*
3. Approval of an Amendment with Washington County for Alcohol and Drug Treatment Services – *Behavioral Health*

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

C. Central Communications – C-COM

1. Approval of Sub-Recipient Grant Agreement with Clackamas Radio Group (C-800) for Construction of Communications Radio Tower at Timberline

V. COUNTY ADMINISTRATOR UPDATE

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

VI. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:30 AM

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

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



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/

14

November 7, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of
State of Oregon Intergovernmental Agreement Number 143653

Purpose/Outcomes	Augment, improve or otherwise maintain the quality of the juvenile dependency litigation program.
Dollar Amount and Fiscal Impact	The maximum payable amount of this agreement is \$171,980. Payments of \$21,497.50 are expected to be made quarterly for eight quarters. No match is required. Funds will be used to offset the salary and fringe costs of the FTE Juvenile Deputy District Attorney (DDA).
Funding Source	State of Oregon, acting by and through its Department of Human Services
Safety Impact	The District Attorney's Office has one full-time DDA and one part-time DDA dedicated to juvenile dependency cases. Each DDA is focused on the safety, permanency and well-being of the children involved.
Duration	Effective July 1, 2013 through June 30, 2015
Previous Board Action/Review	The Board has approved three Juvenile Dependency IGA's since March 2008.
Contact Person	Sarah Brown, Administrative Services Manager for the District Attorney
County Counsel	Approved as to form on October 28, 2013

BACKGROUND:

The Board approved the first Intergovernmental Agreement between the District Attorney's Office and the Department of Justice to increase involvement in or otherwise improve the quality of juvenile dependency proceedings on March 13, 2008. Since then, the number of dependency cases being reviewed by the District Attorney's Office has increased annually as shown below.

Year	Number of Dependency Cases
2009	270
2010	282
2011	306
2012	338

RECOMMENDATION:

I respectfully recommend that the Board approve the attached Intergovernmental Agreement between the Department of Human Services and the District Attorney's Office.

Respectfully submitted,

Sarah E. Brown

Sarah E. Brown
Administrator



Agreement Number 143653

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

This Agreement is among the State of Oregon, acting by and through its Department of Human Services through its

**Child Welfare, CW-SS Operations Administration
500 Summer Street NE, E93
Salem, OR 97301
Agreement Administrator: Stephanie Hoskins or delegate
Telephone: (503) 945-6274
Facsimile: (503) 373-7492
E-mail address: stephanie.k.hoskins@state.or.us**

("DHS"), and

**Clackamas County
John Ludlow, Commission Chair
2051 Kaen Road
Oregon City, OR 97045
Telephone: (503) 655-8581
Facsimile: (503) 742-5919**

("County"), and

**Clackamas County District Attorney
John Foote
807 Main Street
Oregon City, OR 97045
Telephone: (503) 655-8431
Facsimile: (503) 650-8943
johnfoote@co.clackamas.or.us**

(the "District Attorney," or "DA,") acting pursuant to Article VII, Section 17 (original) of the Oregon Constitution.

RECITALS

1. Pursuant to ORS Chapter 180, the Attorney General, through the Department of Justice (“DOJ”), generally advises the State and its various agencies, departments, boards, bureaus, commissions, and officers, and provides legal services to the State, without depriving the district attorneys of any of their authority; and
2. Pursuant to ORS Chapter 419B, DHS carries out the policy of the State of Oregon to protect the interests of children in Oregon who may be removed from the custody of a parent in the case of abuse, neglect, or abandonment; and
3. Pursuant to ORS 419B.875 and ORS 8.685, district attorneys may appear on behalf of the state in juvenile court in any matter within the jurisdiction of the court; and
4. To ensure consistent statewide practices related to juvenile dependency proceedings, the District Attorneys, County, DHS and DOJ began to cooperate for the expressly limited purpose of participating in court appearances and related activities in juvenile dependency proceedings that occur at any time between the filing of a dependency petition or subsequent related dependency petitions pursuant to ORS 419B.809 and the entry by a court of a dispositional order on the merits on all allegations in that petition or petitions; and
5. The District Attorney, County and DHS wish to continue to cooperate to ensure consistent statewide practice with respect to juvenile dependency proceedings as described above; and
6. The alignment of interests between District Attorneys and DHS helps ensure that the focus of juvenile dependency proceedings is on the safety, permanency and well being of Oregon's children, and that, where appropriate, reasonable or active efforts are made to preserve and reunify families; and
7. The Legislative Assembly appropriated funds to DHS for the 2013-2015 biennium to help support District Attorneys in every county in Oregon in their continued involvement in juvenile dependency proceedings occurring at any time between the filing of a dependency petition pursuant to ORS 419B.809 and the entry by a court of a dispositional order on the merits on all allegations in that petition;
8. The Legislative Assembly intended that its appropriation of funds will increase involvement in, improve the quality of, or otherwise assist to maintain a successful and effective juvenile dependency litigation program in every county in Oregon;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained in this Intergovernmental Agreement (“Agreement”) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

AGREEMENT

I. EFFECTIVE DATE AND DURATION

This Agreement when fully executed by all parties and approved as required by applicable law shall become effective **July 1, 2013** through **June 30, 2015**, unless terminated earlier in accordance with its terms. Agreement termination or expiration shall not extinguish or prejudice any party's right to enforce this Agreement with respect to any default by another party that has not been cured.

II. AGREEMENT DOCUMENTS

A. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

Exhibit A, Part 1:	Description of Work and General Requirements
Exhibit A, Part 2:	Payment and Financial Reporting
Exhibit A, Part 3:	Special Terms and Conditions
Exhibit B:	Standard Terms and Conditions
Exhibit C:	Insurance Requirements

Exhibits A, B and C are attached and incorporated into this Agreement by this reference. This Agreement constitutes the entire agreement among the parties on the subject matter in it. There are no understandings, agreements or representations, oral or written, regarding this Agreement that are not specified in it.

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

III. SERVICES TO BE PERFORMED

A. For purposes of this Agreement, "Work" means specific acts to be performed and requirements to be fulfilled by County and District Attorney as set forth in Exhibit A.

B. County and District Attorney shall perform the Work in accordance with the terms and conditions of this Agreement.

IV. PAYMENTS

A. The maximum not-to-exceed amount payable to County and District Attorney under this Agreement, which includes any allowable expenses, is **\$171,980**. DHS shall not pay

County any amount in excess of the not-to-exceed amount for performing the Work, and shall not pay for Work until this Agreement has been signed by all parties.

- B. DHS shall pay only for performed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

V. DISTRICT ATTORNEY AND COUNTY DATA AND CERTIFICATION

- A. District Attorney and County Tax Identification. County and District Attorney shall provide County's and District Attorney's federal tax ID number(s) and the additional information set forth below. This information is requested pursuant to ORS 305.385.

Please print or type the following information.

Name (exactly as filed with the IRS) Clackamas County

Address 2051 Kaen Road, Oregon City, OR 97045

Telephone: (503) 655-8431 Facsimile: (503) 650-8943

Federal Tax I.D. 936002286

The above information must be provided prior to Agreement approval. DHS may report the information set forth above to the Internal Revenue Service ("IRS") under the name and taxpayer identification number provided.

- B. Certification. By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- I. The Federal Tax number shown in Section V(A) is County's and District Attorney's correct taxpayer identification and all other information provided in Section V(A) is true and accurate; and
2. County and District Attorney are not subject to backup withholding because:
 - i. County and District Attorney are exempt from backup withholding;
 - ii. County and District Attorney have not been notified by the IRS that either County or District Attorney is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - iii. The IRS has notified County and District Attorney that County and District Attorney are no longer subject to backup withholding.

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

SIGNATURES:

County:

Authorized Signature	Title	Date
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Authorized Signature	Title	Date
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Authorized Signature	Title	Date
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District Attorney:

Authorized Signature	District Attorney Title	Date
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Department of Human Services:

Authorized Signature	Title	Date
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Approved as to Section D, Part 1 of Exhibit A by the Department of Justice:

Authorized Signature	Title	Date
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Approved for Legal Sufficiency:

Approved 10/14/2013 per ORS 291.04, via email by Mark Williams Attorney in Charge
Assistant Attorney General _____ Date

EXHIBIT A
Part 1
Description of Work and General Requirements

County and District Attorney shall, to the extent that resources permit and in proportion to the payments made pursuant to this Agreement, augment, improve or otherwise maintain the quality of the juvenile dependency litigation program in accordance with the following procedural and operational requirements:

A. Hearings: The District Attorney shall prepare for, and an attorney shall actively participate in the following juvenile dependency events occurring in the county at any time between the filing of any dependency petition or subsequent related petitions and entry of a disposition order on the merits on all allegations in the petition(s):

- Contested shelter hearings;
- Jurisdiction hearings;
- Disposition hearings (whether held with or separately from the jurisdiction hearing);
- Formal and informal settlement and pretrial conferences; and
- Aggravated circumstances hearings.

In addition, to the extent that remaining available resources permit, the District Attorney shall ensure that an attorney prepares for and actively participates in other hearings that are contested or likely to be contested and occur at any time between the filing of any dependency petition and entry of disposition orders on the merits on all allegations in the petition(s).

B. Conduct at Hearing: The District Attorney shall:

- Present the State of Oregon's case-in-chief;
- Present evidence regarding DHS's "reasonable/active efforts" to prevent removal and to make it possible for the child to safely return home and present evidence regarding whether it is in the "best interest of the child" to be removed from home;
- Present and examine witnesses and, when appropriate, present or object to exhibits, settlements and stipulations;
- Make opening and closing statements, when appropriate, to aid the court in understanding the issues; and
- Perform other actions appropriate to active participation in a hearing.

C. Hearing Preparation and Post-Hearing Work: In dependency cases, from the time the child is taken into custody through the jurisdiction and disposition hearings, the District Attorney shall perform the following functions as to juvenile dependency proceedings:

- Review for legal sufficiency, as appropriate, petitions, summons, stipulated orders, and other orders and documents;
- Prepare pick-up orders (warrants), if needed;
- Take statutorily required steps to ensure that all necessary parties are properly given notice or served and summoned to court. If necessary to accomplish this, the District Attorney

shall file motions for alternative service or service by publication or other motions to ensure that proper notice has been given prior to taking a default judgment against a parent;

- Prepare witness lists, issue witness subpoenas and arrange for service;
- Prepare, as necessary, witnesses for hearing;
- Draft necessary motions and pleadings and ensure that proper notice is provided to all parties;
- Review discovery material from other parties and follow-up as necessary;
- Stipulate to, litigate or otherwise resolve pre-hearing motions as appropriate;
- Prepare stipulated orders as appropriate and ensure that proper notice is provided to all parties; and
- Prepare orders when requested to do so by the court or when otherwise appropriate, and ensure that proper notice is provided to all parties and the order is signed by the judge.

The District Attorney may delegate functions described above in this subsection to a non-lawyer working under the supervision of the District Attorney or at the District Attorney's direction to the extent that the function does not require the exercise of independent legal judgment.

D. Casework Procedures:

- *Consultation:* The District Attorney is authorized by DOJ to consult with DHS as described herein. Prior to and, as appropriate, during negotiations, formal or informal settlement conferences and hearings, the District Attorney shall consult with DHS and consider DHS' position on decisions about:
 1. The need to remove a child from the child's home or to return the child to a parent;
 2. The need to obtain jurisdiction pursuant to certain allegations, at any point in the dependency proceedings, in order for DHS and the court to require parents to complete services related to the allegation; and
 3. Whether to accept, reject, litigate or otherwise resolve any offers of settlement or compromise on individual petition allegations and on any other issues that arise in the course of the case.
- *Differences in Position:* Prior to the hearing and as soon as practically possible, if the District Attorney determines that the fundamental nature of the State of Oregon's position or recommendations on an individual case is significantly different from what DHS has indicated its position or recommendations would be, the District Attorney shall promptly inform the local DHS District Manager or Child Welfare Program Manager of the nature and extent of the differences.
- *Exceptional Circumstances:* If after full and informed consultation with the DHS District Manager or Child Welfare Program Manager, the District Attorney determines that the State of Oregon's position or recommendations on an individual case remains in conflict with DHS' position or recommendations, then the District Attorney may elect not to continue to consult with or appear and present information in conjunction with DHS and may elect to appear in court only to present the State of Oregon's position or recommendations on an individual case. A related criminal case should not automatically constitute an exceptional circumstance.

- *Presentation of DHS Position:* If the position or recommendations to the court expressed by the District Attorney are significantly different from DHS' position or recommendations, and DOJ is not appearing in a hearing on behalf of DHS, the District Attorney shall describe the differences to the court.

E. General Requirements: The District Attorney shall:

- Promote timely hearings and strive to reduce case continuances;
- Cooperate and communicate on a regular basis with other professionals and parties in a case, including DM;
- Provide that all attorney staff who work on these cases fully understand and comply with all relevant federal and state laws, regulations, policies, rules and the requirements of this Agreement; and
- Provide that all attorney staff who perform legal work on these cases receive at least one day's training on the juvenile dependency process and legal issues arising therein each year.

F. Resources: County and District Attorney shall make sufficient resources available to enable District Attorney to meet these procedural and operational requirements. Moneys provided pursuant to this Agreement may be used by County and District Attorney only to augment, improve the quality of, or continue to maintain a juvenile dependency litigation program that meets or exceeds the goals of this Agreement. None of the additional funds paid pursuant to this Agreement may be applied to any other non-juvenile dependency expenses, including service or supply costs.

G. Allocation of costs other than personnel costs. Notwithstanding paragraph F above, the District Attorney and County may continue to assign responsibility for payment of costs, including the cost of retaining experts and serving process or subpoenas, between the District Attorney, County, and DHS as those parties may have divided such costs on or before the effective date of this Agreement.

EXHIBIT A
Part 2
Payment and Financial Reporting

1. Of the not to exceed amount listed in Article IV of this Agreement, DHS will pay one-eighth of the NTE amount at the end of each quarter, in equal installments, in accordance with requirements set forth under paragraph 3 of this Exhibit.

DHS will not pay County and District Attorney any amount in excess of the amount stated in Article IV of this Agreement for completing the Work, will not pay County or District Attorney severally and will not pay for Work performed after the termination or expiration of the Agreement. DHS also will not pay for work performed on cases where the fundamental nature of the District Attorney's position or recommendations were significantly different from DHS' position or recommendations.

2. DHS may examine invoices and audit and review the actual expenses of the County and District Attorney to ensure that the payments under this Agreement are reasonable and necessary, and to ensure that the County's and DA's expenses are in accordance with applicable federal regulations and this Agreement. If DOJ, DHS, the Oregon Secretary of State's Office or the federal government finds, from an audit and review, that the County or District Attorney has made expenditures from the funds under this Agreement for expenses that are not reasonable and necessary or are not in accordance with applicable federal regulations or this Agreement, County and District Attorney shall promptly refund the monies so expended to DHS upon request.

3. The County or District Attorney shall invoice DHS quarterly for Work performed on electronic form templates provided by DHS. A supply of the DHS forms shall be sent to the County or District Attorney by DHS. Invoices shall include the following information:

- The names and dates of birth of all children whose juvenile dependency cases were worked on during the quarter. Include only those children whose cases were at a point in the period between the filing of a juvenile dependency petition and entry of a disposition order on the merits on all allegations in the petition. Do not include children in cases where the fundamental nature of the District Attorney's position or recommendations were significantly different from DHS' position or recommendations.

A list of the names of employees of the District Attorney who, during the quarter, worked on juvenile dependency cases that involved at least one or more of the children included in the list of names described immediately above. Include the total personnel costs for each listed employee doing that work during the quarter, and estimate the overall percentage of time that each listed employee spent working, during the quarter, on juvenile dependency cases which were at some point in the period between the filing of a dependency petition and the entry by a court of a disposition order on the merits on all allegations in that petition (Qualifying Cases). [For audit purposes, this quarterly estimate of time spent working on juvenile dependency cases must be supported by records retained by the District Attorney's office that indicate on a pay period or monthly basis the estimated time spent by each employee working on such cases.] Exclude from the quarterly percentage of time calculation the amount of time spent working on juvenile cases where the fundamental

nature of the District Attorney's position or recommendations were significantly different from DHS' position or recommendations. Do this by subtracting the estimate of each individual's time spent working on cases where the District Attorney's fundamental position was significantly different from DHS' position from the estimated time that person spent working on Qualifying Cases, and then calculating the percentage of time spent on such dependency cases as a function of the total time spent working. The District Attorney is responsible for the accuracy of estimates.

- Each invoice must be accompanied by the District Attorney's certification in the following form:

- (a) The District Attorney performed all Work for which reimbursement is sought in accordance with Exhibit A, Part I.

- (b) The Work performed improved the quality of the juvenile dependency litigation program in comparison to the program as it would have existed in the absence of the requested reimbursement.

- (c) The cost of the Work performed is not less than the amount of reimbursement sought.

Invoices must be sent to DHS for review and approval to:

Stephanie Hoskins
500 Summer Street NE, 93
Salem, OR 97301

Questions about invoices may be made to Stephanie Hoskins at the above address or at Stephanie.k.hoskins@state.or.us . Phone inquiries may be made to her at (503) 945-6274

DHS must receive all quarterly invoices by October 1, 2015. County and District Attorney lose the right to reimbursement for any claims for amounts not included on invoices received by DHS as of that date.

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

Confidential information provided to the District Attorney or County with respect to DHS client information is confidential and protected by state and federal law, and shall only be used and disclosed as authorized by law.

2. Amendments.

- a. DHS reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) DHS may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on DHS' satisfaction with performance of the work or services provided by the County under this Agreement.
 - (2) DHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if DHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. DHS further reserves the right to amend the Description of Work and General Requirements for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.
- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 "Amendments" of this Agreement.

3. Background Checks.

- a. The County or DA shall verify that any County or District Attorney employee working with children who are the subject of a dependency petition that is covered by this Agreement has not been convicted of any of the following crimes: 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 scheduled to work with such children. The County or DA shall establish verification by:
- (1) For applicants for employment, having the applicant, as a condition of employment, apply for and receive a criminal history check from a local Oregon State Police (OSP) office, which shall be shared with the County or DA,
 - (2) For applicants and employees, obtaining from the OSP for an "Oregon only" criminal history check on the applicant or employee. The County or DA shall give OSP the applicant's or employee's name, birth date and social security number, or
 - (3) Any other process by which the County or DA obtains the employee's or applicant's criminal history.
- b. The County or DA shall determine, after receiving the applicant's or employee's criminal history, whether the applicant or employee has been convicted of any crime listed above, and whether these convictions pose a risk to working safely with such children. If the County or DA learns of a conviction of any of the above listed crimes from the applicant or employee's record, and the County or DA chooses to hire the employee or applicant, the County or DA shall confirm in writing the reasons for hiring the individual. These reasons shall address how the applicant/employee is presently suitable or able to work with such children in a safe and trustworthy manner. The County or DA shall place this information, along with the applicant's or employee's criminal history check, in the employee's personnel file, and make it available upon request in a review or audit.

- 4. Equal Access to Services.** County or DA shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
- 5. Media Disclosure.** The County or DA will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the DHS office that referred the child or family. The County will make immediate contact with the DHS office when media contact occurs. The DHS office will assist the County with an appropriate follow-up response for the media.
- 6. Mandatory Reporting.** The County or DA shall immediately report any evidence of child abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 to 419B.045). If law enforcement is notified, the County shall notify the referring DHS caseworker within 24 hours. County shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.

7. **Nondiscrimination.** The County or DA must provide services to DHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

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EXHIBIT B

Standard Terms and Conditions

1. **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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives 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. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. 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. All employers, including County and DHS, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County or DA is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) **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 obligations hereunder.
 - (2) **Due Authorization.** The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) 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 (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 County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

- (3) 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.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. DHS represents and warrants as follows:

- (1) Organization and Authority. DHS has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by DHS of this Agreement (a) have been duly authorized by all necessary action by DHS and (b) 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 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 DHS is a party or by which DHS may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by DHS of this Agreement, other than approval by the Department of Justice if required by law.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by DHS and constitutes a legal, valid and binding obligation of DHS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Funds Available and Authorized Clause.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon DHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than DHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. DHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County or DA shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County or DA shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County or DA shall provide this designation and information on a form provided by DHS. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to DHS on a DHS-approved form. DHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

- 6. Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County, DA and DHS, result in payments to County to which County is not entitled, DHS, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment, subject to Section 7 below. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify DHS that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

- 7. Compliance with Law.** Nothing in this Agreement shall require County, DA or DHS to act in violation of state or federal law or the Constitution of the State of Oregon.

- 8. County Default.** County or DA shall be in default under this Agreement upon the occurrence of any of the following events:

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

- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by DHS to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
 - c. County (1) 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, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) 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 (8) takes any action for the purpose of effecting any of the foregoing; or
 - d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) 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 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 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).
9. **DHS Default.** DHS shall be in default under this Agreement upon the occurrence of any of the following events:
- a. DHS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by DHS herein or in any documents or reports relied upon by County to measure performance by DHS is untrue in any material respect when made.
10. **Termination.**
- a. **County Termination.** County or DA may terminate this Agreement:
 - (1) For its convenience, upon at least 30 days advance written notice to DHS;
 - (2) Upon 45 days advance written notice to DHS, 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;
 - (3) Upon 30 days advance written notice to DHS, if DHS 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; or

- (4) Immediately upon written notice to DHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. DHS Termination. DHS may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if DHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of DHS under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, DHS may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces DHS' legislative authorization for expenditure of funds to such a degree that DHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) 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 DHS may specify in the notice;
- (5) 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 perform the Work 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 perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification;
- (6) Immediately upon written notice to County, if DHS determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

c. Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

11. **Effect of Termination**

a. **Entire Agreement.**

- (1) Upon termination of this Agreement, DHS shall have no further obligation to pay County or DA under this Agreement.
- (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.

b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

12. **Limitation of Liabilities.** 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.

13. **Insurance. Insurance.** Agency shall maintain insurance as set forth in Exhibit C, which is attached hereto.

14. **Records Maintenance; Access.** County or DA shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that DHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six 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. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

15. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants County or its subcontractor(s) access to such DHS Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

16. **Force Majeure.** Neither DHS, County or DA shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of DHS or County, respectively. 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. DHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
17. **Assignment of Agreement, Successors in Interest.**
- a. County nor DA shall not assign or transfer its interest in this Agreement without prior written approval of DHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as DHS may deem necessary. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement.
 - b. 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.
18. **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.
19. **Subcontracts.** County nor DA shall not enter into any subcontracts for any of the Work required by this Agreement without DHS' prior written consent. In addition to any other provisions DHS may require, County shall include in any permitted subcontract under this Agreement provisions to require that DHS will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. DHS' consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
20. **No Third Party Beneficiaries.** DHS, County and DA 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 DHS to assist and enable DHS 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.
21. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
22. **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.

23. **Survival.** Sections 1, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
24. **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, or mailing the same, postage prepaid to County, DA or DHS 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. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and 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. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressees.

DHS: Child Welfare, CW-SS Operations Administration
500 Summer Street NE, E93
Salem, OR 97301
Telephone: 503-945-6274
Facsimile: 503-373-7492

COUNTY: County Commission Chair
John Ludlow
2051 Kaen Road
Oregon City, OR 97045
Telephone: (503) 655-8581
Facsimile Number: (503) 742-5919

DA: Clackamas County District Attorney
807 Main Street
Oregon City, OR 97045
Telephone: (503) 655-8431
Facsimile: (503) 650-8943
johnfoote@co.clackamas.or.us

25. **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.

26. **Counterparts.** This Agreement and any subsequent amendments 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 and any amendments so executed shall constitute an original.
27. **Waiver.** 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. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
28. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against 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.

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.

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.

- 29. 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.
- 30. Stop-Work Order.** DHS may, at any time, by written notice to the County or DA, require the County or DA to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, DHS shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
 - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, DHS may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

Remainder of page left blank intentionally

EXHIBIT C

Insurance Requirements

Agencies shall agree to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

Remainder of page intentionally left blank



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/

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November 7, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of

Intergovernmental Grant Agreement CAMI-MDT-2013-ClackamasCo.DAVP-00008

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	<p>Total grant award: \$778,298.82</p> <table border="1"> <thead> <tr> <th>Expenditure Description</th> <th>MDT Approved 2013-2014 Budget:</th> <th><i>Estimated</i> 2014-2015 Budget:</th> </tr> </thead> <tbody> <tr> <td>Children's Center</td> <td>\$321,000</td> <td>\$321,000</td> </tr> <tr> <td>RISK Outreach</td> <td>\$20,000</td> <td>\$20,000</td> </tr> <tr> <td>MDT Coordinator</td> <td>\$27,000</td> <td>\$27,000</td> </tr> <tr> <td>Training</td> <td>\$20,895</td> <td>\$20,895</td> </tr> <tr> <td>Supplies</td> <td>\$254.41</td> <td>\$254.41</td> </tr> <tr> <td>Total</td> <td>\$389,149.41</td> <td>\$389,149.41</td> </tr> </tbody> </table>			Expenditure Description	MDT Approved 2013-2014 Budget:	<i>Estimated</i> 2014-2015 Budget:	Children's Center	\$321,000	\$321,000	RISK Outreach	\$20,000	\$20,000	MDT Coordinator	\$27,000	\$27,000	Training	\$20,895	\$20,895	Supplies	\$254.41	\$254.41	Total	\$389,149.41	\$389,149.41
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Supplies	\$254.41	\$254.41																						
Total	\$389,149.41	\$389,149.41																						
Funding Source	State of Oregon, acting by and through OR Department of Justice																							
Safety Impact	<p>1) High quality and comprehensive medical assessments and support services for Clackamas County children suspected as victims of abuse;</p> <p>2) An active system wide, coordinated approach to child abuse, investigation, assessment, and intervention & prosecution in Clackamas County; and</p> <p>3) MDT members and those conducting investigations, interviews, advocacy, assessment & treatment of child abuse victims, will receive training in risk assessment, dynamics of child abuse & child sexual abuse, and educational & legally sound age appropriate techniques.</p>																							
Duration	Effective July 1, 2013 through June 30, 2015																							
Previous Board Action/Review	The Board approved the 2011-2013 MDT CAMI grant award on Dec 8, 2011																							
Contact Person	Sarah Brown, Administrative Services Manager for the District Attorney																							
County Counsel	Approved as to form on October 29, 2013																							

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 2013-2015 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 and also authorize District Attorney John S. Foote to sign on behalf of the Board.

Respectfully submitted,

A handwritten signature in cursive script that reads "Sarah E Brown".

Sarah E. Brown
Administrator

ELLEN F. ROSENBLUM
Attorney General



MARY H. WILLIAMS
Deputy Attorney General

DEPARTMENT OF JUSTICE
CRIME VICTIMS' SERVICES DIVISION

MEMORANDUM

DATE: October 21, 2013

TO: 2013-2015 Child Abuse Multidisciplinary Intervention Grant
Recipients

FROM: Krista Anderson, Grant Specialist
Crime Victims' Services Division

Attached is your agency's 2013-2015 Child Abuse Multidisciplinary Intervention Grant Agreement. Please download the entire document and have your authorized official sign the signature page of the Grant Agreement and return the entire original grant agreement to the address below no later than October 28, 2013:

Oregon Department of Justice
Crime Victims' Services Division
Attn: Krista Anderson
1162 Court Street NE
Salem, OR 97301-4096

Once the Grant Agreement is signed, **change the application status in CVSD E-Grants to "Application Accepted"**.

When the Grant Agreement has been received by CVSD, a copy of the document signed by both your authorized official and CVSD 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 feel free to contact Mike Maryanov at 503-378-5307.



DEPARTMENT OF JUSTICE
Crime Victims' Services Division

**2013-2015 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 807 Main St., Room 7 Oregon City, Oregon 97045-1845</p> <p>Contact Name: Ms. Joan Radonich Telephone: (503) 936-6267 Fax: (503) 663-2554 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-2013-ClackamasCo.DAVP-00008</p>	<p>5. Award Date:</p> <p>July 1, 2013</p>
<p>6. Grantee Tax Identification Number:</p> <p>93-6002286</p>	<p>7. Type of Recipient:</p> <p>District Attorney's Office/Victim Assistance Program</p>
<p>8. Project Period:</p> <p>July 1, 2013 – June 30, 2015</p>	<p>9. Total Grant Award Amount:</p> <p>Allocation Amount: \$778,298.82 Carry Over Amount: \$.00 Total Amount: \$778,298.82</p>
<p>10. Semi-Annual Progress Reports:</p> <p>January 31, 2014 July 20, 2014 January 31, 2015 July 20, 2015 (final)</p>	<p>11. Financial Reports Due Dates:</p> <p>October 31, 2013 October 31, 2014 January 31, 2014 January 31, 2015 April 30, 2014 April 30, 2015 July 20, 2014 July 20, 2015 (final)</p>
<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-2013-CLACKAMASCO.DAVP-00008**

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 (Grantee)
District Attorney Office
807 Main St., Room 7
Oregon City, Oregon 97045-1845
Facsimile Number: (503) 663-2554

PROJECT START DATE: July 1, 2013

GRANT AWARD PROVISIONS

**SECTION 1
LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis for Award. Pursuant to ORS 418.746, 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 consists of the following documents, which are listed in descending order of precedence: this Agreement (except Exhibits and documents incorporated herein), Exhibits A through C, Grant Management Handbook, the grant RFA, Grantee's Application, and progress report(s). 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.

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 **\$778,298.82** (the "Grant") from the Child Abuse Multidisciplinary Intervention Account to financially support and assist Grantee's implementation of the Grantee's Application submitted in E-Grants and dated as of **April 17, 2013**, as updated by supplemental information submitted by Grantee to Grantor on **October 8, 2013**, all of which are incorporated herein by this reference and collectively 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, up to **\$ 0.00** on the date of this Agreement by hereby permitting Grantee to retain (and expend in accordance with this Agreement) 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 from Grantee a quarterly financial report (as described in Section 5.05) appropriately describing the expenses incurred during the previous quarter.
 - (ii) Grantor has received a copy of the completed semi-annual summary to report on the progress of the Project Goals, Objectives and Performance Measures as described in Section 5.05(b).

(iii) Grantor has received sufficient information in CVSD E-Grants to compile 2013-2014 and future annual reports as described in Section 5.05(c).

(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 CVSD E-Grants Modification Announcement found in CVSD 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 at this time"

Section 2.06. Grant Availability Termination. Except for the final payment, the availability of Grant moneys under this Agreement and Grantor's obligation to disburse Grant moneys pursuant to Section 2.03 shall end on June 30, 2015 (the "Availability Termination Date"). Grantor will disburse final Grant payment after the Availability Termination Date subject to Grantee's successful submission of final Grant financial report as provided in Section 5.05(c).

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 on **October 8, 2013**: 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. Grantee may not transfer Grant moneys between or among Budget line items except with the prior written approval of Grantor. At no time may a budget modification change the scope of the original grant application or grant agreement.

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.

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, 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, 2015 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 of child abuse, domestic violence, dating violence, sexual assault, or stalking, 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, person with disabilities, or the abuser of the other parent of the minor.

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 of a 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 CVSD E-Grant system at www.cvsdegrants.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 CVSD E-Grant system.

(b) Semi-Annual Program 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, Grantee shall prepare and submit. 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.*).

- (c) Annual Report. Combined, through CVSD E-Grants, the Quarterly Financial Report and the Semi-Annual Program Report, due no later than 30 days after the close of the 12 month period (June 30, 2014 and June 30, 2015) may replace Grantee's formal submission of an Annual Report. Otherwise, an Annual Report, through CVSD E-Grants, will be due no later than 90 days after the final payment of the fiscal year (July, 2014 and July, 2015). Grantor reserves the right to request further information in accordance with the need to compile annual program service and financial information.

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 <http://www.doj.state.or.us/victims/cami.shtml>, and incorporated herein.

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. 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 waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSD E-Grants.

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 require any subcontractors to 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 Victims' Services Division

Date: _____

AUTHORIZED AGENT FOR GRANTEE

By: John S. Foote

Name: John S. Foote

Title: District Attorney

Date: 10/28/13

APPROVED FOR LEGAL SUFFICIENCY

Name: Cynthia Bymes

Title: Assistant Attorney General

Date: via email 10/18/13

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, Subcontract 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 provide 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.**



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ELLEN CRAWFORD
DIRECTOR

JUVENILE DEPARTMENT

November 7, 2013

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

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Contract with Justice Benefits Inc.
To Design, Develop and Implement Integrated Work Plan
And Systems Process for Clackamas County to Secure Title IV-E Funding

Purpose/Outcomes	Provide consultation and technical assistance directed to design, develop, and implement an integrated work plan and systems process that will allow Clackamas County to access federal claiming assistance for eligible juvenile offenders under Title IV-E of the Social Security Act for client maintenance, staff administration, and staff training.
Dollar Amount and Fiscal Impact	The maximum contract value is 15% of all funds collected from Title IV-E of the Social Security Act.
Funding Source	Title IV-E of the Social Security Act.
Safety Impact	Services for reimbursement are for youth at imminent risk of out of home placements. Through identification and case management of wrap around services increased public safety is established.
Duration	Effective October 1, 2013 and terminates on June 30, 2018.
Previous Board Action	None
Contact Person	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
Contract No.	N/A

BACKGROUND:

Attached is a Contract with Justice Benefits Inc. (JBI) to provide consultation and technical assistance directed to the design, development, and implementation of an integrated work plan and systems process that will allow Clackamas County to access federal claiming assistance for the Juvenile Department's juvenile offenders under Title IV-E of the Social Security Act for client maintenance, staff administration, and staff training. There are currently 5 counties within the State of Oregon that have already contracted with JBI: Multnomah, Washington, Jackson, Douglas, and Lane. Yamhill and Marion counties will begin on January 1, 2014.

JBI receives funds based upon the amount of funds collected from Title IV-E. Their percentage of collection is 15%. They do not receive any payment on funds collected on the maintenance side of the billing (i.e., direct billing for shelter care beds) as the Juvenile Department will be processing that billing on its own.

County Counsel has reviewed and approved this contract.

RECOMMENDATION:

Staff recommends the Board approval of the contract with Justice Benefits, Inc.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ellen Crawford".

Ellen Crawford, Director
Juvenile Department

For more information on this issue or copies of attachments, please contact Crystal Wright at 503-655-8342 ext 7112.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLACKAMAS COUNTY BY AND THROUGH THE
CLACKAMAS COUNTY JUVENILE DEPARTMENT
AND JUSTICE BENEFITS, INC.**

This Professional Services Agreement is between Clackamas County acting by and through its **JUVENILE DEPARTMENT**, hereinafter called "COUNTY" and **JUSTICE BENEFITS, INC.**, hereinafter called "CONTRACTOR".

AGREEMENT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide services as more fully described in Exhibit A, Scope of Work, attached hereto and incorporated herein.

2.0 Term

Services provided under the terms of this agreement shall commence October 1, 2013 and terminate June 30, 2018 unless terminated earlier by one or both parties as provided for in paragraph 6.0.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY agrees to pay CONTRACTOR in accordance with Exhibit A.

3.2. Method of Payment. To receive payment, CONTRACTOR shall submit invoices as follows:

- a. CONTRACTOR shall submit invoices for the previous fiscal quarter's services within 30 days of County's receiving its quarterly federal reimbursement payment using a format approved by County staff.

Invoices shall be submitted to:

Clackamas County Juvenile Department
Attn: Crystal Wright
2121 Kaen Road
Oregon City, Oregon 97045

Or electronically to:

crystal@co.clackamas.or.us

When submitting electronically, designate CONTRACTOR name in the subject of the e-mail.

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

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

3.4 Financial Records. CONTRACTOR shall maintain complete and legible financial records pertinent to payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles. Financial records shall be retained for at least five (5) years after final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

3.4.1 CONTRACTOR shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. CONTRACTOR shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

3.4.2 COUNTY shall conduct a fiscal compliance review of CONTRACTOR as part of compliance monitoring of this agreement. CONTRACTOR agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of CONTRACTOR which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 CONTRACTOR may be subject to audit requirements. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over CONTRACTOR.

3.4.4 CONTRACTOR shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. CONTRACTOR shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations as applicable.

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this agreement.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of Clackamas County, State of Oregon or Federal government. CONTRACTOR is not an officer, employee or agent of Clackamas County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

5.0 General Conditions

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

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

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

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

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

5.2.2 Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

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

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

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

5.2.4 Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this contract.

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

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

5.2.7 Insurance Carrier Rating. Coverages provided by CONTRACTOR must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by

companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

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

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

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

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and CONTRACTOR that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR by execution of this agreement consents to the in personam jurisdiction of said courts.

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

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

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

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

5.8 Oregon Public Contracting Requirements. Pursuant to the requirements of Oregon law, the following terms and conditions are made a part of this agreement:

5.8.1 Workers' Compensation. All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

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

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, CONTRACTOR shall:

- a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance of the work provided for in this agreement.

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

5.8.4 CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

5.8.5 As required by ORS 279B.230, CONTRACTOR shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

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

6.0 Termination

6.1 Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days notice, in writing and delivered by certified mail or in person, and as provided in Exhibit A, section II (D).

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

- a. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- b. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this agreement.
- c. If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
- d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this agreement.
- e. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.2.1 If CONTRACTOR fails to perform any of the provisions of this agreement, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of

written notice form COUNTY fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

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

7.0. Informal Dispute Resolution. The parties shall use the following procedure if CONTRACTOR has complaints or concerns regarding this Contract:

- a. CONTRACTOR may contact COUNTY to informally discuss CONTRACTOR'S complaints or concerns.
- b. If the matter remains unresolved after the informal discussion, CONTRACTOR may submit a letter or other documentation to COUNTY'S designee as specified herein setting forth CONTRACTOR'S complaints or concerns. Within 10 days of receiving CONTRACTOR'S letter, COUNTY shall contact CONTRACTOR and attempt to resolve the matter. The COUNTY's designee is the Juvenile Department Director.
- c. If the matter remains unresolved CONTRACTOR may submit a letter or other documentation to the department director setting forth CONTRACTOR'S complaints or concerns. The department director or the director's designee shall contact CONTRACTOR promptly and attempt to resolve the matter.
- d. If the matter remains unresolved, the parties may enter into mediation, if mutually agreed upon by the parties.
- e. Nothing in this paragraph shall affect either party's rights or obligations under paragraph 6, above.

8.0 Notices

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

If to CONTRACTOR:

Justice Benefits, Inc.
Attn: Kimberly King
2010 Valley View Dr. Suite 300
Dallas, TX 75234

If to COUNTY:

Clackamas County Juvenile Dept.
Attn. Crystal Wright
2121 Kaen Road
Oregon City, OR 97045

This agreement consists of eight (8) sections plus the following exhibit, which by this reference is incorporated herein:

Exhibit A Scope of Work

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

CONTRACTOR

Justice Benefits, Inc.

By: Kim A. King
10/2/2013

Date
2010 Valley View Ln. Suite 300

Street Address
Dallas, TX 75234

City / State / Zip
972-406-3722 / 972-406-3790
Phone / Fax

CLACKAMAS COUNTY

Commissioner: John Ludlow, Chair

Commissioner: Jim Bernard

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Tootie Smith

Signing on Behalf of the Board:

Ellen Crawford

Ellen Crawford, Director
Juvenile Department

10/8/13
Date

EXHIBIT A

SCOPE OF WORK

A. Program Purpose

Title IV of the Social Security Act, Part E – Federal Payments for Foster Care and Adoption Assistance – permanently authorizes federal matching to states for costs related to foster care and adoption assistance. It is an open-ended entitlement program, which provides support to state programs for out-of-home care and adoption assistance for children, and for programs aimed at preventing removal of children from their homes and communities, or for returning children to their home once they have been removed. In addition, it authorizes grants to states for independent living programs. Title IV-E entitlement funding is administered by a single state agency designated as the single administrative IV-E agent in each state and covers foster care maintenance payments, training costs and administrative costs on a percentage basis.

B. Target Populations

The target population for these federally reimbursed qualifying services are eligible juvenile offenders under the supervision of Clackamas County Juvenile Department (CCJD).

C. Description of Services

Justice Benefits, Incorporated (JBI) shall be responsible for providing consultation and technical assistance directed to the design, development and implementation of an integrated work plan and systems process that will allow Clackamas County to access federal claiming assistance for eligible CCJD juvenile offender-clients under Title IV-E of the Social Security Act for client maintenance, staff administration, and staff training. To that end, JBI will provide the following services:

1. Planning Phase

- a. Review of and re-write, as necessary, any current governing documents, i.e. Statewide Public Assistance Cost Allocation Plan; County Indirect Cost Rate Proposal; IV-E State Plan and policies referenced therein; State's IV-E Training plan; any necessary intergovernmental agreements between County and State, etc to ensure compliance with Title IV-E requirements;
- b. Review existing DHS policies and processes for eligibility determination, including meeting with DHS staff as needed, to ensure all processes and procedures developed by CCJD for data collection and information exchange will meet DHS requirements;
- c. Provide methods for conducting and recording Random Moment Time Studies (RMTS) necessary for Administrative Claiming of staff time;
- d. Conduct an appropriate sample of client case reviews to determine current condition and contents of service file documentation and court orders, client eligibility and service qualification for federal reimbursement;

- e. Recommend a standard format for judicial orders to include reasons for the client's home removal and efforts to prevent removal and/or achieve permanency for the child, which will make it easier for judges to comply with the IV-E requirements;
- f. Provide a quality assurance and monitoring process for the RMTS, service documentation, and eligibility determination processes to ensure compliance and to maximize revenue
- g. Determine whether County residential facility meets appropriate standards/classification and is licensed and/or approved for reimbursement under Title IV-E and recommend the necessary changes to meet standards/classifications for reimbursement, if not
- h. For County residential facility, determine which portion of placement costs that can be justified as IV-E Maintenance;
- i. Recommend any other organizational or process changes as identified during the Planning Phase;
- j. Provide an estimate of annual Title IV-E Claiming revenue for eligible clients for qualifying services;
- k. Ensure reimbursement claiming under Title IV-E does not duplicate other federal reimbursement being claimed (i.e. Title XIX, etc.); and,

2. Implementation Phase

- a. Develop an implementation plan and timeline, detailing the tasks to be accomplished and the proposed dates by which tasks will be completed based on information obtained during the Planning Phase, reviewing them with DHS, as the responsible state agency, and submitting them for federal approval, and will assist County or DHS in discussions with federal reviewers on the proposed changes;
- b. Assist County in drafting any necessary language changes to current governing documents (as described in the Planning Phase);
- c. Provide technical assistance to CCJD in claim construction for quarterly claims; and,
- d. Provide Title IV-E audit assistance.

3. Staff Training

- a. Provide on-site staff training at no additional cost for travel or the actual training time regarding client eligibility, service qualification, and staff functions necessary for Title IV-E Maintenance and Administrative Claiming, to consist of, but not limited to:
 - 1. Candidate for foster care
 - 2. Random Moment Time Study (RMTS) procedures;
 - 3. IV-E compliant court orders;
 - 4. IV-E compliant case plans;
 - 5. Client data collection and tracking requirements;
 - 6. Claim development procedures;
 - 7. Title IV-E Maintenance Procedures
- b. Provide staff training regarding the conduct of quality assurance program, including the development of training materials suitable for monitoring random moment time study results, service plan documentation and the collection and exchange of IV-E information.
- c. Provide outreach training session to judicial staff to explain the new requirements related to judicial determinations and specific wording for judicial orders.
- d. Provide webinars for updates regarding policies and procedures with IV-E claiming at no additional cost.

4. Submission of Claims

Every quarter, a title IV-E Administrative claim for reimbursement is completed on behalf of CCJD eligible clients. The IV-E administrative claim is the compilation of data from several sources. Payroll, expenditures, and capital asset information is provided by CCJD. JBI customizes each claim to the CCJD organizational structure and accounting system.

Before JBI begin to prepare CCJD's Title IV-E Administrative Claim, JBI's Financial Operations team will sit down with the county and go over the information that will be needed.

Once the quarter closes JBI will request all the information to compile the Title IV-E Administrative Claim.

Once the claim is complete JBI will submit the Title IV-E Administrative claims to CCJD for approval. If CCJD disapproves of the claim, JBI would then revise the claim and resubmit to CCJD. Once the final claim has been approved by CCJD it must be submitted to the appropriate DHS contact. If CCJD prefers, JBI could submit the Title IV-E Administrative Claim to DHS on behalf of CCJD.

As part of JBI's work, there will be discussion of the approved use of Title IV-E funds with DHS.

JBI will consult with CCJD after the Title IV-E Administrative funds have been received. JBI's Financial team will advise CCJD on the allowable use of Title IV-E funds that will enhance future claims. JBI will also advise on allowable uses of Title IV-E funds that will not enhance future claims as well as unallowable uses of Title IV-E funds.

5. On-going Assistance

- a. Provide quality assurance of service documentation and RMTS results;
- b. Provide technical assistance during claim development;
- c. Provide Claim Audit Assistance for all Federal audit requests during the contract period;
- d. Provide training for staff;
- e. Provide RMTS operations and software; and,
- f. Provide case file reviews of existing caseload to gather information necessary for eligibility determinations.

II. COMPENSATION

A. Maximum Contract Payment.

There is no maximum contract payment. JBI will be paid on a contingency basis as described below in paragraph B. Payment Basis. Therefore, there is no guaranteed minimum or maximum amount of service or payment established during the contract period.

B. Payment Basis.

JBI shall be paid on a contingency basis of 15% of federal reimbursement received by CCJD for Administrative Claims for eligible clients. If CCJD is unsuccessful in claiming federal reimbursement for Administrative Claims for eligible clients, JBI will receive no compensation for services rendered.

C. Contractor Billing.

1. Billing Procedures

- a. JBI shall submit an invoice for the previous fiscal quarter's services within 30 days of CCJD's receiving its quarterly federal reimbursement payment using a format approved by CCJD staff.
- b. CCJD shall process invoices for a fully executed Contract within 30 days after receipt provided that the work described in the invoice has been completed in accordance with the terms of the Contract and CCJD staff have received all supporting documents. Invoices should be sent to:

Crystal Wright
Administrative Services Manager
Clackamas County Juvenile Dept
2121 Kaen Road
Oregon City OR 97045
- c. If errors in claiming require CCJD to refund any part of the federal reimbursement it has received, JBI will refund to CCJD the 15% contingency fee it was paid by CCJD for that claim. The monetary amount of damages and the full extent of JBI'S liability to CCJD, if any, shall be strictly limited to the amount of funds paid to, or owed to, JBI as a result of this Contract.

D. Termination

Clackamas County and JBI agree that Clackamas County will provide thirty (30) days written notice to JBI of the intent to terminate the contract prior to its expiration date. Upon such notice Clackamas County will allow JBI to complete the work on the current fiscal quarter, and the parties agree that JBI shall be entitled to payment for that quarter.



Capt. Chris Hoy
Director

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

17

October 30, 2013
 NOV. 7,

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement No. 4800 between the
 State of Oregon, Department of Corrections and Clackamas County

Purpose/Outcomes	This IGA will provide funding for Community Corrections programs for the fiscal year 2013-2014.
Dollar Amount and Fiscal Impact	The IGA value is \$ 7,329,414 and funds 56% of Community Corrections programs.
Funding Source	State of Oregon Department of Corrections, Grant-in-Aid.
Safety Impact	Provides Community Corrections services, including supervision, sanctions and treatment for convicted felons residing in the county.
Duration	Effective July 1, 2013 and terminates June 30, 2014.
Previous Board Action/Review	On 10/29/13 the Board reviewed and approved our 2013-2015 Biennial Plan. This IGA will fund the first year of the Biennial Plan.
Contact Person	Captain Chris Hoy, Director - Community Corrections – 503-655-8866

BACKGROUND: This IGA is required for any county receiving Community Corrections funds. It adopts Community Corrections' Biennial Plan for 2013-2015. The Plan details Community Corrections' priorities, goals, and budget for the 2013-2014 fiscal year of the Biennial Plan. The Local Public Safety Coordinating Council (LPSCC) approved the Plan for submission to the State on October 10, 2013. Approval of this IGA allows for continuation of the current Community Corrections programs.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves Intergovernmental Agreement No. 4800 between Clackamas County and the Oregon Department of Corrections, for the 2013-2014 Grant-in-Aid funding of Community Corrections.

Respectfully submitted,

Captain Chris Hoy, Director
 Community Corrections

**INTERGOVERNMENTAL AGREEMENT #4800
BETWEEN THE STATE OF OREGON AND CLACKAMAS COUNTY**

This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Clackamas County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the Department on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides "the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision";

Whereas, ORS 144.334 provides that the Board of Parole and Post-Prison Supervision may authorize issuance of citations by supervising officers;

Whereas, ORS 144.343 provides that the Board of Parole and Post-Prison Supervision may delegate the authority to impose sanctions as provided in ORS 144.106 and to continue a violator on parole or post-prison supervision with the same or modified conditions;

Whereas, ORS 423.478(2)(a) - (f) assigns responsibility for all offenders on probation, parole, post-prison supervision and those offenders sentenced or revoked for periods of one year or less, and on conditional release to COUNTY;

Whereas, ORS 137.545 and 137.595 provide that courts may delegate the authority to parole/probation officers to impose sanctions for probationers through a system of Structured Sanctions; and

Whereas, ORS 423.555 requires DEPARTMENT, with cooperation from COUNTY, to establish and operate a Statewide Evaluation and Information System and to monitor effectiveness of corrections services provided to criminal offenders under ORS 423.500 to 423.560.

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I. DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement, effective only after all parties have signed and all approvals have been obtained. Plan Modifications are **NOT** Amendments.
- B. Budget Summary: The part of the County Corrections Plan that reflects the amount of County Corrections Grant funds granted by DEPARTMENT to COUNTY to implement the programs in the Plan. The Budget Summary is attached to this Agreement as Exhibit A.

- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All County agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f).
- E. County Corrections Plan (Plan): A document developed by the Local Public Safety Coordinating Councils and adopted by COUNTY's governing body pursuant to ORS 423.525 and 423.535 and received by DEPARTMENT's director or designee.
- F. County Corrections Plan Modification: A written change or alteration to the County Corrections Plan promulgated by COUNTY modifying the Plan subject to ORS 423.525, effective upon the date the written change or alteration has been submitted to the DEPARTMENT representative under this Agreement.
- G. County Corrections Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of county corrections programs including, but not limited to, preventive or diversionary correctional programs, probation, parole, post-prison supervision work release and local correctional facilities and programs for offenders.
- H. Sanctions or Structured Sanctions: A response to offender violations of conditions of supervision that uses custody units.
- I. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- J. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.

II. AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

B. Duration

This Agreement will become effective on **July 1, 2013** and will remain in effect until **June 30, 2014** or until terminated according to Section X (*Termination*) and in no event longer than **one (1)** year from the date of execution.

III. PLAN; PLAN MODIFICATIONS

- A. Community Corrections Plan: COUNTY will create a community corrections plan meeting the requirements of ORS 423.525 outlining the basic structure of supervision, services, and local sanctions to be applied to offenders convicted of felonies and on supervision in the county. The plan consists of program descriptions

and budget allocations and is included as part of this agreement. The plan must be received by DEPARTMENT before allocations can be made to COUNTY.

- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. COUNTY may modify the Plan according to ORS 423.525 and the administrative rules thereunder governing the support and development of County Corrections Programs. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.
- C. Notice of Modification: No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.

IV. AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties.

V. DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility for correctional supervision and services within its jurisdiction, as outlined in the Plan.
- B. COUNTY shall designate a Community Corrections Manager.
- C. COUNTY will meet the goals for community corrections in Oregon described below:
 - 1. Reduce Criminal Behavior
 - a. Indicator: recidivism, as measured by felony convictions from initial admission to probation, tracking for three years from admission.
 - b. Indicator: recidivism, as measured by felony convictions from first release to parole/post-prison supervision, tracking for three years from release.
 - 2. Enforce Court, Board of Parole and Post-Prison Supervision, and Local Supervisory Authority Orders:
 - a. Indicator: the percentage of positive case closures for offenders on parole/post-prison supervision.
 - b. Indicator: the percentage of positive case closures for offenders on probation.
 - 3. Assist Offenders to Change:
 - a. Indicator: employment rates for offenders on supervision.
 - b. Indicator: substantial compliance with treatment requirements.
 - 4. Provide Reparation to Victims and Community

- a. Indicator: the percentage of restitution and compensatory fines collected, owed to victims.
 - b. Indicator: the percentage of community service hours provided by offenders on supervision.
- D. Except as otherwise provided by the DEPARTMENT's rules or orders, COUNTY will adopt and implement a continuum of administrative sanctions used by DEPARTMENT and the Board of Parole and Post-Prison Supervision for violators of conditions of Probation, Parole and Post-Prison Supervision as authorized by ORS 144.106, 144.334, 144.343 and 137.540 and the rules thereunder. COUNTY will manage local control post-prison supervision in accordance with the rules and practices of the Board of Parole and Post-Prison supervision.
- E. COUNTY will follow the Oregon Administrative Rules (OAR's) applicable to community corrections, including but not limited to the following:
- 1. Computerized Information System Access and Security OAR 291-005-0005 through 291-005-0075.
 - 2. Case Transfer, OAR 291-019-0047 through OAR 291-019-0160.
 - 3. Searches, OAR 291-028-0100 through OAR 291-028-0115.
 - 4. Community Corrections Programs, OAR 291-031-0005 through OAR 291-031-0360.
 - 5. Pre-sentence Investigation, OAR 291-038-0005 through 291-038-0060.
 - 6. Structured, Intermediate Sanctions OAR 291-058-0010 through OAR 291-058-0070.
 - 7. Short-term Transitional Leave, OAR 291-063-005 through 291-063-0060.
 - 8. Records Management, OAR 291-070-0100 through OAR 291-070-0140.
 - 9. Community Case Management, OAR 291-078-0005 through OAR 291-078-0031.
 - 10. Admission, Sentence Computation and Release, OAR 291-100-0005 through OAR 291-100-0160.
 - 11. Interstate Compact, OAR 291-180-0106 through OAR 291-180-0275.
 - 12. Sex Offenders, Special Provisions, OAR 291-202-0010 through 291-202-0130.
 - 13. Active and Inactive Probation, OAR 291-206-005 through 291-206-0030.
 - 14. Dangerous Offenders, OAR 255 Divisions 36 and 37
 - 15. Release to Post-Prison Supervision or Parole and Exit Interviews, OAR 255 Division 60.
 - 16. Conditions of Parole and Post-Prison Supervision, OAR 255 Division 70
 - 17. Procedures for Response to Parole and Post-Prison Supervision Condition Violations for Offenders Under the Jurisdiction of the Board of Parole and Post-Prison Supervision or Local Supervisory Authority, OAR 255 Division 075.
 - 18. Active and Inactive Parole and Post-Prison Supervision, OAR 255 Division 94.
 - 19. Archiving, OAR Chapter 166.
- F. COUNTY will follow all applicable Federal and State civil rights laws including, but not limited to:

1. Federal Code, Title 5 USCA 7201 et seq. - Anti-discrimination in Employment.
 2. Oregon Statutes, Enforcement of Civil Rights: ORS 659A.009, 659A.006, and 659A.030.
 3. Americans with Disabilities Act.
- G. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate [. . .] in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Corrections Information System in a complete, accurate, and timely manner. COUNTY agrees to, and does hereby grant DEPARTMENT the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- H. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- I. COUNTY will follow DEPARTMENT prescribed allotment and expenditure reporting system and shall provide this information on each discrete program in the COUNTY Corrections Plan. This system will be used for controlling County Corrections Grant funds by DEPARTMENT and to provide suitable records for an audit. COUNTY will make available to the DEPARTMENT copies of its annual audit report required by ORS 297.425.
- J. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement. If funding is reduced below the amount set out in ORS 423.483, the County may elect to terminate pursuant to Section X, below.
- K. COUNTY will participate in Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), and the Interstate Compact Offender Tracking System (ICOTS). COUNTY will enter and keep current information on offenders under supervision in the Law Enforcement Data System (LEDS) Enter Probation Record (EPR) System.
- L. COUNTY will retain responsibility for cases transferred to and accepted by another state under the terms of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for Parole, Post-Prison, and Probation Offenders that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- M. COUNTY will comply with ORS 182.515-182.525. Programs identified by the Community Corrections Commission and receiving any state grant funds shall be evidence based. Evidence based programs are delivered consistent with the findings in research about what works best to reduce recidivism.

VI. DEPARTMENT RESPONSIBILITIES

- A. DEPARTMENT will furnish COUNTY, in a timely manner, those procedures, directives, records, documents and forms required for COUNTY to meet its obligations.
- B. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. This data includes, but is not limited to details regarding outcomes noted in Subsection V(C). DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- C. DEPARTMENT agrees to provide COUNTY an opportunity to review and comment on all new or revised administrative rules that have fiscal or programmatic impact on COUNTY.
- D. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- E. If COUNTY ceases to participate in County Corrections programs as described in ORS Chapter 423, DEPARTMENT may recover title and possession to property previously transferred to COUNTY or purchased by COUNTY with County Corrections Grant funds.
- F. DEPARTMENT grants to COUNTY continual access to DEPARTMENT computer system at no charge to COUNTY. All costs (including but not limited to any equipment or software upgrades) to ensure this access however, is the responsibility of COUNTY. If DEPARTMENT's computer is used in any way other than for pass-through of COUNTY data to DEPARTMENT system, COUNTY will provide support for additional activities. DEPARTMENT will provide timely notification and technical assistance when changes are made that impact applicable restriction on the software, if any. If COUNTY uses DEPARTMENT's data circuits or network connections to access a third party Jail Management system, the terms of the attached Exhibit B apply. If DEPARTMENT determines that COUNTY has not complied with the terms of Exhibit B, DEPARTMENT may immediately suspend COUNTY access to DEPARTMENT's computer system.
- G. DEPARTMENT's Community Corrections Branch will administer the provisions of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for Parole, Post-Prison, and Probation Offenders that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- H. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.

- I. DEPARTMENT will provide technical assistance to COUNTY on changes in Oregon Statutes and Oregon Administrative Rules.

VII. FUNDS

- A. The Budget Summary at Exhibit A lists the County Corrections Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. The county plan and Intergovernmental agreement (IGA) must be received by the DEPARTMENT from the COUNTY. After receipt of both plan and IGA, DEPARTMENT will authorize payments to the COUNTY as scheduled in (C).
- C. The first payment to COUNTY will occur as soon as possible after the DEPARTMENT's budget is legislatively approved and implemented and quarterly thereafter.
- D. The DEPARTMENT will disburse to COUNTY one fourth of the County Correction Grant Funds authorized under this Agreement to the COUNTY contact described in this paragraph. Disbursements will be made within 15 days of each of the following dates; 7/1/13, 10/1/13, 1/1/14, and 4/1/14.

Chris Hoy, Director
Clackamas County
Community Corrections
1024 Main St
Oregon City, OR 97045
Telephone: 503-655-8866
Fax: 503-650-8942
Email: choy@clackamas.us

DEPARTMENT's obligation to disburse County Correction Grant Funds is subject to satisfaction, on the date of each disbursement, of each of the following conditions:

1. COUNTY is in compliance with all terms and conditions of this Agreement, this;
 2. This Agreement has not been terminated; and
 3. DEPARTMENT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.
- E. Both parties agree that all reallocations of funds between or within programs shall require a Plan Modification, unless otherwise excepted by Section III of this Agreement.
 - F. Unexpended Funds: Fund balances remaining at the termination of this agreement may be retained by the county for the provision of supervision, correctional services, and sanctions in the following biennium. COUNTY must submit a plan for these funds, and will notify DEPARTMENT when shifts occur.

- G. Supervision fees collected by COUNTY will be used to offset costs of supervising the probation, parole, post-prison supervision or other supervised release pursuant to ORS 423.570 and its administrative rules, as amended from time to time.
- H. Unauthorized Expenditures: Any County Corrections Grant Funds expended for unauthorized purposes will be deducted by DEPARTMENT from payment or refunded to DEPARTMENT upon request.
- I. For purposes of the delivery of field corrections services, DEPARTMENT recognizes COUNTY as an ongoing partner for all County Corrections appropriations provided by the State of Oregon Legislature according to ORS 423.475 to 423.565.
- J. Funding for Sexually Violent Dangerous Offenders: Funding for the intensive supervision of offenders designated as sexually violent dangerous offenders by the Court or Board of Parole and Post-Prison Supervision is limited to the amount appropriated for this specific program.
- K. In the event that the County retains funds to spend in the next biennium under Subsection VII(E), then Subsections VII (D)-(G) and (I) will survive termination or expiration of this Agreement.

VIII NONCOMPLIANCE

- A. The Administrator or designee of the Community Corrections Branch shall annually review COUNTY's compliance with this Agreement under ORS 423.500 to 423.560. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.
- B. If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with the intergovernmental agreement or Plan, DEPARTMENT shall contact COUNTY regarding the alleged noncompliance and offer technical assistance to reach compliance. If COUNTY does not resolve the alleged noncompliance, DEPARTMENT shall, after giving COUNTY not less than 30 calendar days' notice, conduct a hearing to ascertain whether there is substantial compliance or satisfactory progress being made toward compliance. After technical assistance, which may include peer review or other assistance, is provided and the hearing occurs, DEPARTMENT may suspend any portion of the funding made available to COUNTY under ORS 423.500 to 423.560 until County complies as required.
- C. In the event that a dispute arises, COUNTY may appeal to the Director of the Department of Corrections.

IX INDEMNIFICATION See Exhibit C

X TERMINATION

- A. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no

automatic extension, but this Agreement may be extended only by written consent of the parties hereto.

- B. It is understood and agreed by the parties hereto that if any part, term or provision of this agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- C. If COUNTY chooses to discontinue participation as described in ORS 423.483(2), COUNTY may terminate participation at the end of any month by delivery of a resolution of the Board of Commissioners to the Director designee of DEPARTMENT not less than 180 calendar days before the termination date. Termination will occur only at the end of the month.
- D. If COUNTY terminates participation, the following will apply:
 - 1. The responsibility for correctional services transferred to COUNTY and the remaining portion of financial aid will revert to DEPARTMENT.
 - 2. In no case does responsibility for supervision and provision of correctional services to misdemeanor offenders revert to DEPARTMENT.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon fails to provide any funding. If there is reduced state funding as described in ORS 423.483, County may terminate the Agreement as described herein

XI COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. DEPARTMENT's performance under this Agreement is conditioned upon COUNTY's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, as amended from time to time, which are incorporated by reference herein. 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. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require County or Department to act in violation of state or federal law or the Constitution of the State of Oregon.

XII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later (i) the date that is not less than three years following the Agreement expiration date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees full access to DEPARTMENT will be provided in preparation for and during litigation. Copies of applicable records shall be made available upon request. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

XIII SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, IX, X, XI, XII, XIII, and XIV.

XIV GOVERNING LAW; JURISDICTION; VENUE

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

XV WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVI EXECUTION AND COUNTERPARTS

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

XVII MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written agreement will be valid or binding. This Agreement will supersede all previous communications, representations, wither verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

CLACKAMAS COUNTY
BOARD OF COMMISSIONERS

Jeremiah Stromberg, Asst. Director

John Ludlow, Chair

Date

Date

DEPARTMENT OF JUSTICE
Approved as to Legal Sufficiency

/s/ Keith Kutler, AAG 5/10/13
Name Title Date

EXHIBIT A
BUDGET SUMMARY

Clackamas County
2013-2014 Community Corrections Budget Summary

Program Name	Grant in Aid Fund	Release Subsidy Fund	Other Funds and Fees	Total
Administration	\$405,355.00		\$405,355.00	\$810,710.00
Field Services Support Staff	\$830,283.00			\$830,283.00
General Supervision & Drug Court	\$1,337,912.00		\$502,128.00	\$1,840,040.00
Reduced Supervision & Restitution	\$286,404.00			\$286,404.00
Women's Team	\$424,825.00			\$424,825.00
Domestic Violence	\$77,496.00		\$542,167.00	\$619,663.00
Sex Offender Supervision	\$757,997.00			\$757,997.00
Sex Offender Services	\$129,500.00			\$129,500.00
Mental Health Services	\$154,293.00		\$102,500.00	\$256,793.00
Gang	\$153,187.00			\$153,187.00
Transitional Services	\$254,236.00	\$22,695.00	\$421,188.00	\$698,119.00
Presentence Investigation	\$78,753.00			\$78,753.00
HOPE	\$233,310.00		\$461,277.00	\$694,587.00
Misdemeanor DUII Supervision			\$272,872.00	\$272,872.00
Victim Services	\$19,070.00		\$121,391.00	\$140,461.00
Community Service			\$543,291.00	\$543,291.00
Employment Services			\$185,689.00	\$185,689.00
Men's Work Release	\$784,598.00		\$619,898.00	\$1,404,496.00
Women's Work Release	\$295,380.00		\$172,266.00	\$467,646.00
Men's CSAP	\$531,780.00		\$358,889.00	\$890,669.00
Women's CSAP	\$575,035.00		\$243,386.00	\$818,421.00
Intensive Drug Program (IDP)			\$100,437.00	\$100,437.00
Residential Services Support Staff			\$590,583.00	\$590,583.00
Total	\$7,329,414.00	\$22,695.00	\$5,643,317.00	\$12,995,426.00

EXHIBIT B

TO INTERGOVERNMENTAL AGREEMENT #4800

NETWORK ACCESS BY COUNTY

1. COUNTY Jail users will be permitted to use existing DEPARTMENT data circuits to access third party systems. Access is permitted for Jail Management system application users only. COUNTY Jail users will not be permitted to use DEPARTMENT circuits for video conferencing, Real Audio, Internet access, applications that require large amounts of bandwidth, or other Jail Management Software Online Service or System unless approved by DEPARTMENT. COUNTY Jail users will be permitted to use DEPARTMENT's data circuits for video image transmissions using a NIST standard (available from DEPARTMENT upon request).

- A. All network traffic covered by this agreement will employ TCP/IP network protocols.
- B. DEPARTMENT will continue its policy of only providing one router to each county. This means that if COUNTY's jail and Parole and Probation office are located in separate buildings, COUNTY will be responsible for providing a connection between the two buildings.

2. COUNTY understands and acknowledges that DEPARTMENT is subject to the public records provision of ORS 192.410 through 192.505 and other applicable laws and administrative rules which establish uniform guidelines and procedures for the release of information from DEPARTMENT's computer system.

**EXHIBIT C
INDEMNIFICATION
CLACKAMAS COUNTY**

Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against 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.

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.

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.

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.

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.

Subcontractor Insurance Requirements

GENERAL

County 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 and meeting the requirements under, "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.

TYPES AND AMOUNTS

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Agency:

"TAIL" COVERAGE If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to

maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Agency may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Agency approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

CERTIFICATE(S) OF INSURANCE County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



18

GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

November 7, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

Revised Clackamas County Strategically Significant Employment Lands Project – Phase II Contract

Purpose/Outcomes	Enter into a contractual agreement with Mackenzie as consultant for the Strategically Significant Employment Lands Project – Phase II
Dollar Amount and Fiscal Impact	\$250,000
Funding Source	Metro Construction Excise Tax Grant and Lottery funds designated specifically for Economic Development, no General Fund dollars
Safety Impact	N/A
Duration	June 30, 2014
Previous Board Action	Signed Intergovernmental Agreement with Metro for the Construction Excise Tax Grant funding Phase II of the Strategically Significant Employment Lands Project
Contact Person	Jamie Johnk, Business and Economic Development, 503-742-4413
Contract No.	TBD

BACKGROUND:

The Clackamas County Board of Commissioners signed an Intergovernmental Agreement with Metro for the Construction Excise Tax Grant to fund Phase II of the Strategically Significant Employment Lands Project on October 17, 2013. The primary purpose for this project is to identify employment opportunity sites within Clackamas County that focus on investment and job growth. This will include completing the following deliverables for the 21 identified development sites throughout Clackamas County:

- Development Area Plan
- Decision Ready Designation
- Target Industry Analysis
- Industry Cluster Impact Analysis
- Marketing and Implementation Plan

Clackamas County's Business and Economic Development division went through the Request for Proposal process as prescribed by the Purchasing Department in order to obtain proposals from qualified consultants to complete this project scope of work. After review and scoring of the proposals received and careful consideration we have selected Mackenzie as the consultant for this project.

This contract was reviewed and approved by County Counsel.



LANE MILLER
MANAGER

PURCHASING DIVISION

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

November 7, 2013

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **November 7, 2013**, this contract with Mackenzie for the **Revised Clackamas County Strategically Significant Employment Lands Project – Phase II**. This project was requested by Jamie Johnk, Economic Development Coordinator, and was publicly advertised in accordance with ORS 279. Fourteen proposal packets were requested and sent out with one proposal response received: Mackenzie. A selection panel reviewed and evaluated the Request for Proposal based on the selection criteria outlined in the RFP documents. Mackenzie's submittal was deemed responsive and responsible scoring 90.6 per cent and they were selected to enter into contract negotiations. The contract amount is not to exceed \$250,000.00. The contract term is from contract execution through June 30, 2014. This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under account line 208-6412-00-453080 for fiscal year 2013/2014.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff



19 COPY

MIKE MCCALLISTER
PLANNING AND ZONING DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

November 7, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

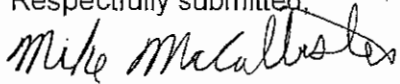
Approval of an Urban Growth Management Agreement (UGMA)
between the City of Happy Valley and Clackamas County

Purpose/Outcome	Consideration of an updated Urban Growth Management Agreement (UGMA) between the County and the City of Happy Valley – an agreement to outline planning responsibilities for areas the City is interested in potentially annexing in the future.
Dollar Amount and Fiscal Impact	None
Funding Source	None
Safety Impact	None
Duration	The UGMA will become effective upon execution of the agreement and continue for five (5) years and will automatically renew for an additional ten (10) years if not terminated by either party.
Previous Board Action/Review	<p>The County's current UGMA with the City of Happy Valley was approved by the Board of County Commissioners in May 2001.</p> <p>On June 11, 2013, the Board discussed Happy Valley's area of interest, particularly the portion of the southern boundary that abuts Gladstone's area of interest. At that time, the Board directed County Planning & Zoning staff to proceed with the Happy Valley UGMA using the area of interest presented.</p> <p>On October 17, 2013 the UGMA, which had been approved by Happy Valley, was removed from the Board's consent agenda because of a concern about one provision in the agreement – 5.1(B). This issue has been resolved to the satisfaction of the City and County Counsel, as reflected in the attached UGMA.</p>
Contact Person	Martha Fritzie, Senior Planner – Planning and Zoning Division, (503) 742-4529
Contract No.	Not Applicable

RECOMMENDATION:

The Planning and Zoning Division recommends the Board approve the UGMA as submitted.

Respectfully submitted,

A handwritten signature in cursive script that reads "Mike McCallister".

Mike McCallister, Planning Director
Planning and Zoning Division

**CLACKAMAS COUNTY – CITY OF HAPPY VALLEY
URBAN GROWTH MANAGEMENT AGREEMENT**

This Urban Growth Management Agreement (“UGMA”), is entered into by and between the City of Happy Valley, an Oregon municipal corporation (“City”) and Clackamas County, a political subdivision of the State of Oregon (“County”) (collectively, the “Parties,” and each individually a “Party”).

RECITALS

WHEREAS, authority is conferred upon local government under ORS 190.010 to enter into an agreement for the performance of any and all functions and activities that the local government, its officers or agencies has authority to perform; and

WHEREAS, the City and the County have a common interest in coordinated comprehensive plans, compatible land uses and coordinated planning of urban facilities within the Happy Valley Urban Planning Area (HVUPA), as described in Exhibit A to this Agreement; and

WHEREAS, the exchange of information should concentrate on issues that may have a significant impact on either Party and should not entail cumbersome procedural requirements that may increase the time necessary to expedite decision making; and

WHEREAS, OAR 660-003-010 requires management plans for unincorporated areas within an urban growth boundary to be set forth in a statement submitted to the Land Conservation and Development Commission (“LCDC”) at the time of acknowledgement request; and

WHEREAS, OAR 660-011-015 requires an Urban Growth Management Agreement (“UGMA”) to specify the entity responsible for the preparation, adoption and amendment of the public facility plan(s); and

WHEREAS, the City and County previously entered into an UGMA on January 30, 1992, and amended on June 19, 2001, which is to be superseded by this Agreement;

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. Definitions

As used in this Agreement, the following words shall mean or include:

- 1.1** Comprehensive Plan. The City of Happy Valley Comprehensive Plan, the Clackamas County Comprehensive Plan, and any other plan document described

in ORS 197.015(5) that is adopted by a Party and that applies within the Urban Planning Area.

1.2 Land Use Policies. The whole or any part of any comprehensive plan, subarea comprehensive plan, Title 16 of the City's Municipal Code ("Development Code"), refinement plan, public facility plan developed under OAR Chapter 660, Division I, land use regulation as defined by ORS 197.015(11), or any other generally applicable policy regulating the use or development of land. As applied to Metro, "Land Use Policies" include Planning Goals and Objectives, Regional Urban Growth Goals and Objectives, Functional Plans, and Regional Framework Plans.

1.3 Happy Valley Urban Planning Area. The Happy Valley Urban Planning Area ("HVUPA") includes unincorporated land within the Portland Metropolitan Urban Growth Boundary ("UGB") as illustrated on the map attached as Exhibit A to this Agreement.

2. Terms of this Agreement.

This Agreement supersedes all prior UGMAs between the parties. This UGMA becomes effective upon the Effective Date and continue thereafter for an initial term of five (5) years, unless terminated as provided in this Section or modified consistent with Section 7.4. This Agreement automatically renews for one ten (10) year term unless, not later than 90 days prior to the expiration of the initial term of this UGMA one of the Parties provides the other with written notice that it does not wish to renew the UGMA. Either party may terminate this agreement at any time after ninety (90) days written notice to the other party.

3. Comprehensive Plan Designation/Zoning, Permitting Authority, Annexation and Public Facilities Planning for Lands in the HVUPA.

3.1 Comprehensive Plan/Zoning Map Amendments. The County Comprehensive Plan and zoning shall apply to all unincorporated land within the HVUPA until such time as those lands are annexed into the City. Unless otherwise provided by law, the development of a comprehensive plan and/or comprehensive plan map amendment or zone change for the unincorporated areas within the HVUPA shall be a coordinated joint effort of the Parties. The County shall be responsible for preparing all legislative and quasi-judicial comprehensive plan amendments/zone changes within the HVUPA. The City shall have the unrestricted right to review and comment on all legislative and quasi-judicial comprehensive plan amendments/zone changes prepared by the County within the HVUPA.

3.2 Permitting Authority and Annexation to City. The County Comprehensive Plan and land use regulations shall apply to an application for a permit or other land use review within the HVUPA. The County shall provide notice to the City of all land use applications and proposed legislative amendments to the county comprehensive plan and land use regulations affecting property within the HVUPA. The owner of property that is adjacent to the City (including by

extension of a public right-of-way or body of water) and who is seeking access to City-provided services (for example, Planning, Engineering, or Building Division permits) may be required to consent to annexation to the City.

3.3 Annexation Plan. Any City-initiated Annexation Plan shall be developed consistent with applicable state and regional laws. Opportunity shall be provided to citizens, the County, active Citizen Planning Organizations (CPOs) and affected service providers to review and comment on the Annexation Plan prior to any annexation election. Annexation Plan(s) will include development of public facilities plan(s) for the Annexation Plan area(s).

3.4 Public Facilities Plans. The City shall coordinate the preparation or amendment of public facilities plans within the HVUPA as may be required by OAR Chapter 660, Division 11 (Public Facilities Planning) and applicable sections of ORS Chapter 195 with the appropriate service providers. Upon annexation, an area within the HVUPA shall be provided with public facilities services through a combination of City-provided services and by way of intergovernmental agreements (“IGA’s”) with the sewer provider (Clackamas County Service District No. 1), water providers (Sunrise Water Authority and Clackamas River Water), county road services (Clackamas County Department of Transportation and Development), fire prevention service (Clackamas Fire District No. 1), parks services (North Clackamas Parks & Recreation District), open space (Metro), mass transit services (Tri-Met), and school facility planning (North Clackamas School District No. 12).

4. City’s Responsibilities

4.1 Functions. All functions not specifically listed in this Section or any Exhibit as a City responsibility shall remain the County’s responsibility. The City shall timely distribute studies, information, requests, data and personal communications to the County on matters regarding infrastructure or policy issues that affect or are coordinated by the County.

4.2 Road Jurisdiction. The City shall assume jurisdiction of any County road classified by the County as minor arterial, collector, connector, or local street that is within or abutting an area that is annexed to the City. The transfer shall be consistent with the provisions of ORS 373.270. When a road is transferred, the County shall upgrade the road to a Pavement Quality Index (PQI) standard of ‘8’ or provide the City with sufficient funds to allow the City to achieve the same standard. Any road that has been constructed to City required standards shall be considered to have a minimum PQI of ‘8’.

Subsequent to annexation but prior to transfer of either a collector or local street to the City, the following shall apply:

A. For development project(s) within the city limits on a County collector or

local street, the County shall determine if proposed improvements to the roadway can be built within the existing right-of-way to City standards.

B. If so, the County shall issue all appropriate permits directly to the City or developer and the City or developer shall thereafter submit a set of plans and any revisions approved by the City to the County in a timely fashion.

C. Following construction, inspection and acceptance by the City, the full section of the roadway including the roadway improvements shall thereafter be maintained by the City. The City agrees to initiate jurisdictional transfer of the full width of the portion of the road to which the improvements are made, not less than once a year.

4.3. City Notice to and Coordination with the County and Community Planning Organizations (CPOs)

A. The City shall provide notice to the County and the appropriate Community Planning Organization (CPO) at least 20 days prior to the first public hearing on all proposed annexations or extraterritorial service extensions into unincorporated areas.

B. The City shall provide notice to the County and appropriate CPO at least 20 days prior to the first public hearing on all proposed legislative changes to the City comprehensive plan or any quasi-judicial action that affects properties adjacent to incorporated areas.

C. The City shall notify and coordinate with the County on amendments to the City's Transportation System Plan (TSP).

D. City shall provide notice and a service-provider comment letter to the applicable County Department in conjunction with the City's review of any land use application or building permit in which the proposed development activity might affect County facilities.

5. County's Responsibilities.

5.1. Development Proposals for Unincorporated HVUPA Areas.

A. County shall retain responsibility and authority for all implementing regulations and land use actions for all unincorporated lands within the HVUPA, until such time as lands are annexed to the City.

B. County shall not form any new county service districts or support the annexation of land within the unincorporated HVUPA to such districts or to other service districts without first conferring with the City.

5.2. County Notice to and Coordination with the City for Lands in HVUPA.

A. The County shall provide notice to the City at least 20 days prior to the first scheduled public hearing on a quasi-judicial action or proposed legislative change to the County comprehensive plan text or implementing ordinances affecting land within the HVUPA.

B. The County shall provide notice to the City at least 20 days prior to a staff decision on an application for administrative action as provided in the County's Zoning and Development Ordinance for property within the HVUPA.

C. The County shall notify and invite City staff to participate in or comment on pre-application meetings for design review, conditional use permits, partitions, subdivisions or other significant development proposals within unincorporated areas of the HVUPA at least 15 days prior to meeting.

D. Any amendments proposed by the County to the UGB within one mile of the HVUPA will be reviewed by the City and the County prior to submission to Metro.

E. In any land use proceeding affecting property within the HVUPA, the County shall enter all written comments of the City into the public record and shall consider the same in the exercise of its planning and plan implementation responsibilities.

F. The County shall organize and track County participation, comments, issues and conditions of approval, pre-application conferences, land use applications, construction plan review, pre-construction meetings, building permit release letters, occupancy permits and any other permit or process that involves coordination with the City.

6. Mutual Indemnification

6.1 Subject to Article XI of the Oregon Constitution and ORS 30.260 to 30.300, the City will hold harmless, defend and indemnify the County, its elected officials, officers, and employees, for and against any claims or damages to property or injury to persons, resulting in whole or part from City's acts or omissions in performing any obligations under this Agreement.

6.2 Subject to Article XI of the Oregon Constitution and ORS 30.260 to 30.300, the County will hold harmless, defend and indemnify the City, its elected officials officers and employees for and against any claims or damages to property or injury to persons, resulting in whole or part from the County's acts or omissions in performing any obligation under this Agreement.

7. General Provisions.

7.1 Applicable Law. This Agreement shall be governed by Oregon law and the

Parties agree to submit to the jurisdiction of the courts of the State of Oregon.

7.2 Insurance Coverage.

- A. Commercial General Liability Insurance. City shall obtain and maintain at all times during the course of this Agreement commercial general liability insurance coverage pursuant to Oregon Tort Claims Act and subject to the limits of the Act covering Bodily Injury and Property Damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, elected officials and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement.
- B. Additional Insured Provision. The City's insurance shall include "Clackamas County, its agents, officers and employees" as an additional insured.
- C. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew the City's insurance coverage without 60 days written notice to the County. Any failure to comply with the provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

7.3 Effective Date and Term. This Agreement shall become effective on the last date signed below and shall continue in effect according to its Terms.

7.4 Amendment. This Agreement may be amended at any time with the written consent of all Parties.

7.5 Assignment. Except as otherwise provided herein, the Parties may not assign any of their rights or responsibilities under this Agreement without prior written consent from the other Party, except that a Party may delegate or subcontract for performance of any of their responsibilities under this Agreement.

7.6 Dispute Resolution.

- A. Subject to mutually agreed upon extensions of time in writing, failure or unreasonable delay by any party to substantially perform any material provision of this agreement shall constitute default. In the event of an alleged default or breach of any term or condition of this agreement, the Party alleging such default or breach shall give the other Party not less than 30 days written notice specifying the nature of the alleged default and the manner in which the default may be cured satisfactorily. During this 30-day period, the Party shall not be considered in default for purposes of termination or instituting legal proceedings.

- B. The Parties shall first attempt to resolve the dispute by negotiation, followed by mediation, if negotiation fails to resolve the dispute.
- C. Step One: (Negotiation). Each Party will select one or more person(s) to negotiate on behalf of the entity they represent. Those person(s) shall then meet and attempt to resolve the issue. If the dispute is resolved, there shall be a written determination of such resolution, signed by a representative of each Party and ratified by the governing bodies that shall then be binding.
- D. Step Two: (Mediation). If the dispute cannot be resolved within thirty (30) days at Step One, the Parties shall submit the matter to mediation. The Parties shall attempt to agree on a mediator. If they cannot agree, the Parties shall request a list of five (5) mediators from an entity or firm providing mediation services. The Parties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree, each Party shall select one (1) name. The two selected shall select a third person who shall serve as the mediator. The common costs of mediation borne equally by the Parties with each bearing its own costs and fees. If the issue is resolved at this step, a written determination shall be signed by each Party and approved by the governing bodies.
- E. Step Three (Legal Action). If the dispute remains unresolved following mediation, the Parties may seek remedy by appropriate proceedings filed in Clackamas County Circuit Court. In any such judicial proceeding, each Party shall be responsible for its own costs and fees.

7.7 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, and all of such counterparts shall constitute one Agreement. Counterparts of executed signature pages may be attached to any one or more counterparts of this Agreement. To facilitate execution of this Agreement, the Parties may execute by facsimile transmission counterparts of the signature pages.

7.8 Severability. In the event a court of competent jurisdiction deems any portion or part of this Agreement to be unlawful or invalid, only that portion or part of the Agreement shall be considered unenforceable. The remainder of this Agreement shall continue to be valid.

7.9 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior oral or written agreements or representations relating to the Property. No waiver, consent, modification or change of terms of this Agreement shall bind the Parties unless in writing and signed by each party.

7.10 Notices. All notices or other communications required or permitted under this Agreement shall be in writing, and shall be mailed or sent by scanned document (e-mailed) or faxed with hard copy to follow by post, addressed as follows:

To City: City of Happy Valley
Economic & Community Development Department
16000 SE Misty Drive
Happy Valley, OR 97086

To County: Clackamas County Planning & Zoning Division
150 Beaver Creek Rd.
Oregon City, OR 97045

IN WITNESS WHEREOF, the respective parties have caused to be signed in their behalf to make and enter into this Agreement this _____ day of _____, 2013.

CITY OF HAPPY VALLEY

By _____
Mayor

Date _____

CLACKAMAS COUNTY

By _____
Chair, Board of County Commissioners

Date _____

Approved as to Form:

By _____
County Counsel




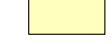

Date _____

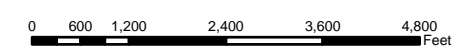
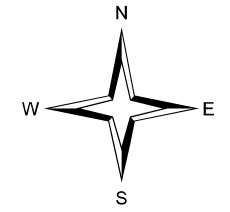
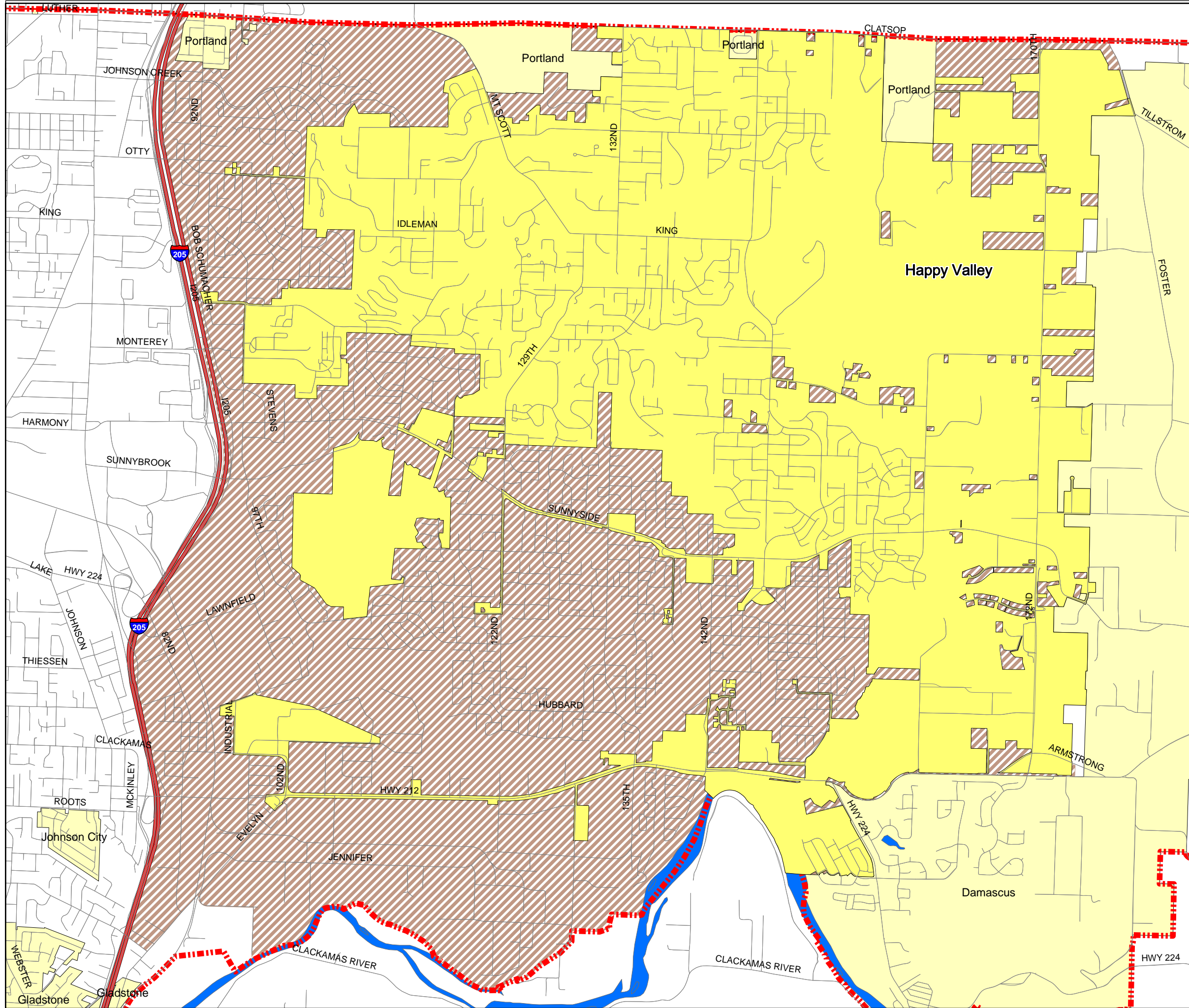
EXHIBIT "A" – Happy Valley Urban Planning Area



City of Happy Valley
**Happy Valley Draft
Urban Planning Area
Exhibit A**

Legend

-  Urban Growth Boundary
-  Taxlots
-  Happy Valley
-  Other Cities
-  Happy Valley UGMA Area



Source: Data from Clackamas County GIS (2012)
The information on this map was derived from digital databases from the City of Happy Valley. Care was taken in the creation of this map but it is provided "as is". The City of Happy Valley cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, in no way does this product represent or constitute a Land Survey. Users are cautioned to field verify information on this product before making any decisions.



October 31, 2012

Jason Tuck, City Manager
City of Happy Valley
16000 SE Misty Dr.
Happy Valley, OR 97086

Re: UGMA Letter of Support

Dear Jason,

We are pleased that the discussions we have had with the City of Happy Valley and Clackamas County have led to an agreement that allows both communities to plan for long term growth with a common dividing line, the natural boundary of I-205. The boundary line shown in your draft Urban Growth Management Agreement (UGMA) allows each community to plan and budget for its public facilities needed to serve out to its ultimate boundary. In recognition of Happy Valley's action to propose a boundary of I-205 within its UGMA, Milwaukie plans to prepare a revised UGMA and map that pulls back its area of interest to the west of I-205. We are confident both cities will continue to work together to preserve the lines of communication as we plan for the futures of our communities.

We have briefed the Milwaukie City Council and have consensus that the Council supports the boundary that you have shown within the draft UGMA that you plan to submit to Clackamas County for adoption. Please accept this letter as the City's expression of support.

Sincerely,

A handwritten signature in blue ink, appearing to read "William A. Monahan".

William A. Monahan
City Manager

cc: Jeremy Ferguson, Milwaukie Mayor
Lori DeRemer, Happy Valley Mayor

MILWAUKIE CITY HALL
10722 SE Main Street
Milwaukie, Oregon 97222
P) 503 786 7555 / F) 503 652 4433
www.cityofmilwaukie.org