



AGENDA

Thursday, October 2, 2014 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2014-

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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

1. Presentation of 2014 Tourism Marketing Campaigns Promoting Oregon's Mt. Hood Territory (Jeannine Breshears, Tourism & Cultural Affairs)

III. PUBLIC HEARINGS *(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. Board Order No. _____ for Boundary Change Proposal CL-14-004, Annexation to Clackamas County Service District No. 1 (Ken Martian, Boundary Change Consultant, Chris Storey, County Counsel)

IV. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

V. CONSENT AGENDA *(The following items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in 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 Intergovernmental Agreement No. 146873 with the State of Oregon Department of Human Services, Seniors and People with Disabilities Division for Provision of Non-Medical Transportation for Medicaid Eligible Case Management Clients – Social Services

- 4
2. Approval of an Intergovernmental Agreement with the State of Oregon Department of Education for the State Early Learning Hub Contract – *Children, Youth & Families*
- 5
3. Approval of an Agency Services Contract with the Todos Juntos, Inc. for PreventNet Community Schools – *Children, Youth & Families*
- 6
4. Approval of a Revenue Intergovernmental Agreement with Multnomah County for Outpatient Mental Health Services – *Health Centers*

B. Department of Transportation & Development

- 7
1. Approval of a Local Agency Agreement No. 29996 with Oregon Department of Transportation for the Clackamas County Regional Freight Intelligent Transportation System (ITS) Project

C. Finance Department

- 8
1. Approval of Contract with Brockamp & Jaeger, Inc. to Install Seismic Upgrades and a New Membrane Roofing System at the Clackamas County Central Utility Plant

D. Elected Officials

- 9
1. Approval of Previous Business Meeting Minutes – *BCC*

E. Department of Emergency Management

- 10
1. Approval of Fiscal Year 2013 Emergency Management Performance Grant Amendment No. 2 with the State of Oregon

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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



October 7, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Presentation of 2014 Tourism Marketing Campaigns Promoting
Oregon's Mt. Hood Territory

Purpose/Outcomes	Update the Board on the Tourism Marketing campaigns branded and promoted as Oregon's Mt. Hood Territory, specifically related to social media success strategies; Austin TX investment marketing; Leading Edge public broadcast TV network production; and current Fall/Winter campaign.
Dollar Amount and Fiscal Impact	Annual marketing and communications program budget is around \$1M
Funding Source	TRT budget collections
Safety Impact	N/A
Duration	2014-2015 marketing program schedule
Previous Board Action	The Board has been very supportive of Oregon's Mt. Hood Territory tourism marketing promotions as related to recreation, agritourism and heritage/culture
Contact Person	Jeannine Breshears, Tourism Marketing & Programs Manager, 503-655-8419 Jarrod Lyman, PR Communications Specialist, 503-742-5978

BACKGROUND:

Clackamas County Tourism & Cultural Affairs (CCTCA) is the Destination Marketing Organization for the county. CCTCA markets Clackamas County, branded as Oregon's Mt. Hood Territory, with the purpose of generating new revenue through visitor spending at lodging properties, attractions and events. Marketing and Public Relations works to increase the awareness of Clackamas County's visitor experiences through implementation of targeted and partnership-based programs. Marketing efforts include advertising, promotions, earned media, social media and public relations efforts.

CCTCA will continue to move forward as a leader in tourism marketing efforts, working with our marketing agency, BPN, to create an integrated strategic plan that is in line with the 5-year Master Plan. Strategic imperatives include building awareness, creating advocacy and enhancing the personality of Oregon's Mt. Hood Territory. Our research has identified two segments of audience - the Visitor and the Prospect. Both audience segments require distinct targeted strategies for successful engagement which will be implemented throughout the coming years.

The purpose of this presentation is to increase awareness and inform the Board and citizens of the ongoing marketing of the county as Oregon's Mt. Hood Territory locally, nationally and internationally.

RECOMMENDATION:

Staff requests the Board's continued support of our efforts and encourage the creation of local residents as tourism ambassadors, serving as our greatest word of mouth advocates.

Respectfully submitted,

Danielle Cowan, Executive Director
Tourism & Cultural Affairs



Clackamas County Tourism & Cultural Affairs: Marketing Highlights

October 2, 2014

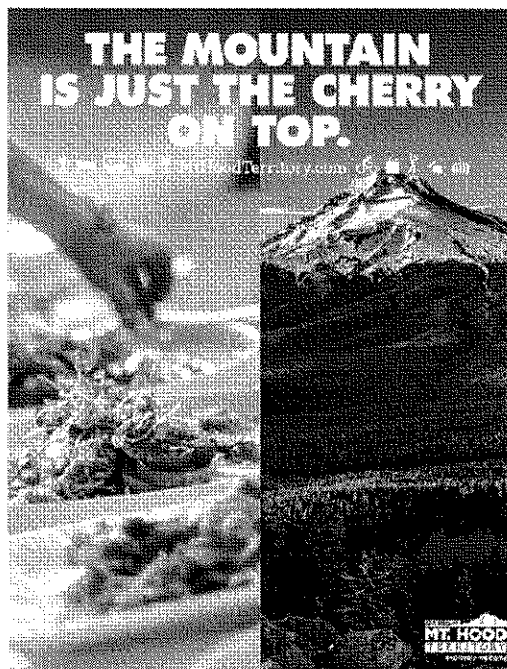


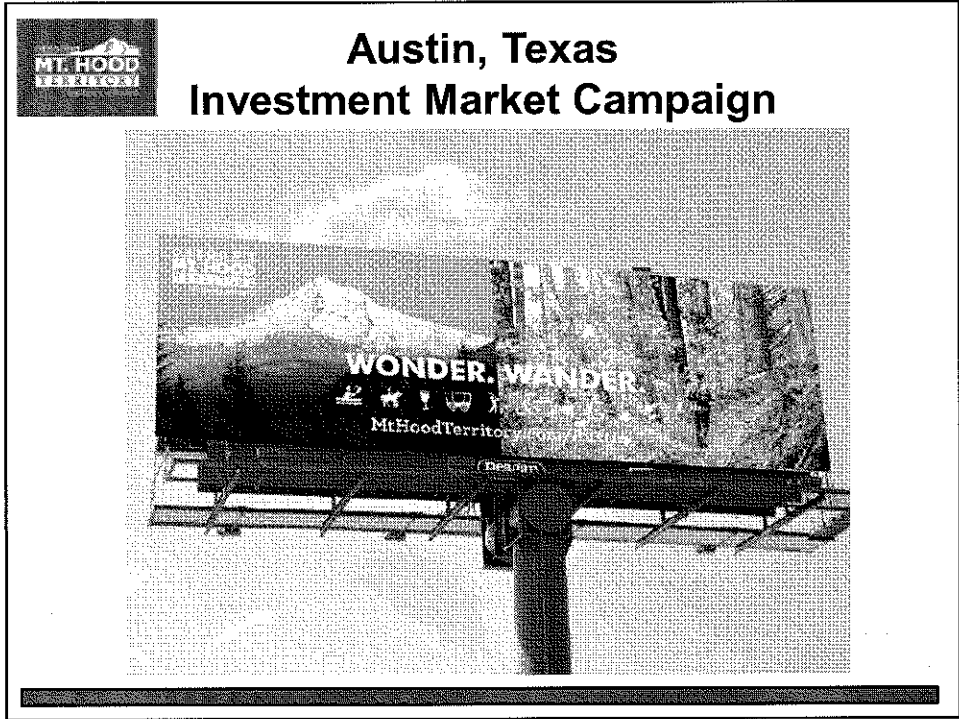
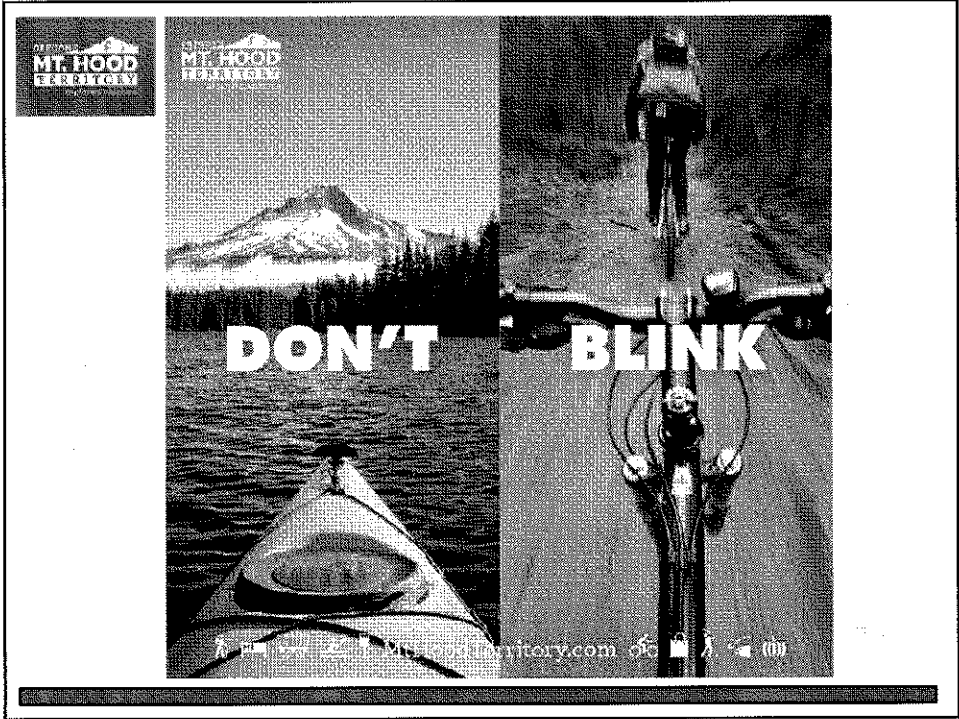
Fall Campaign

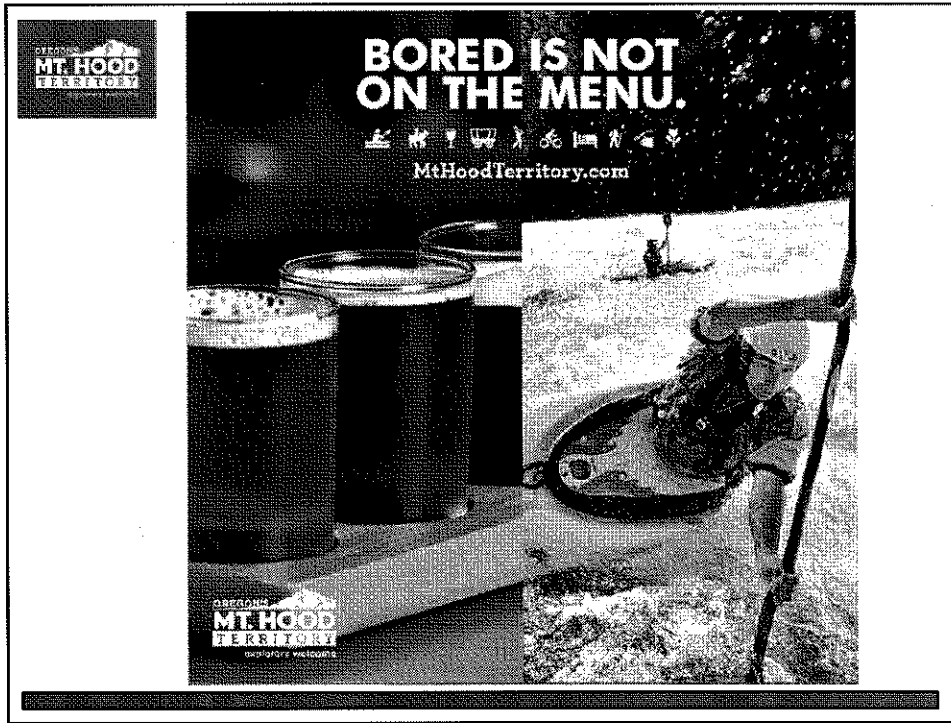
Highlight experiential activities
through compelling visuals
and messaging

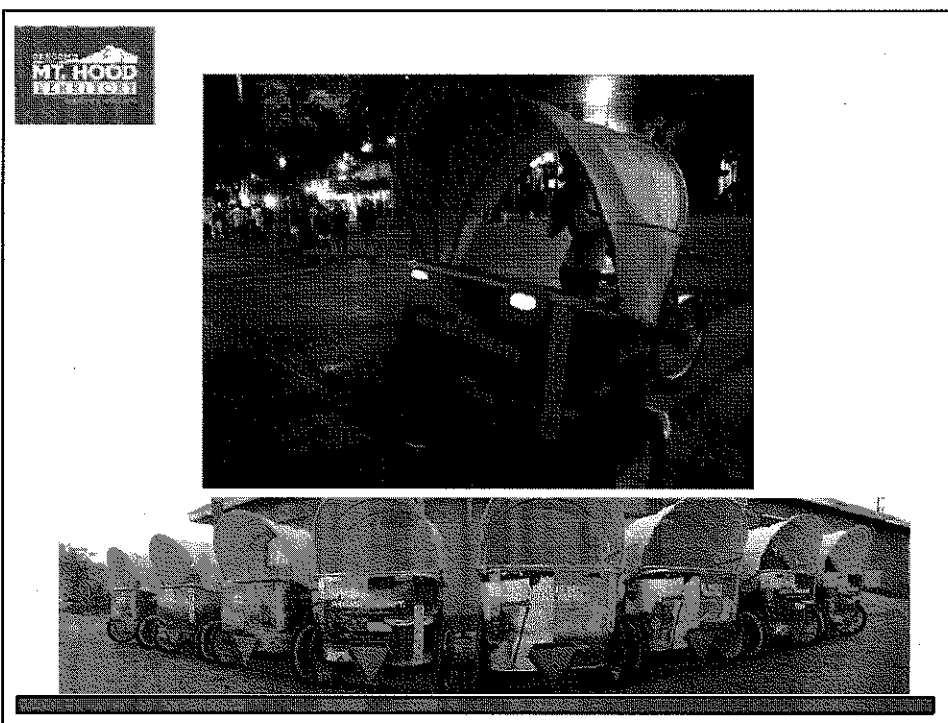
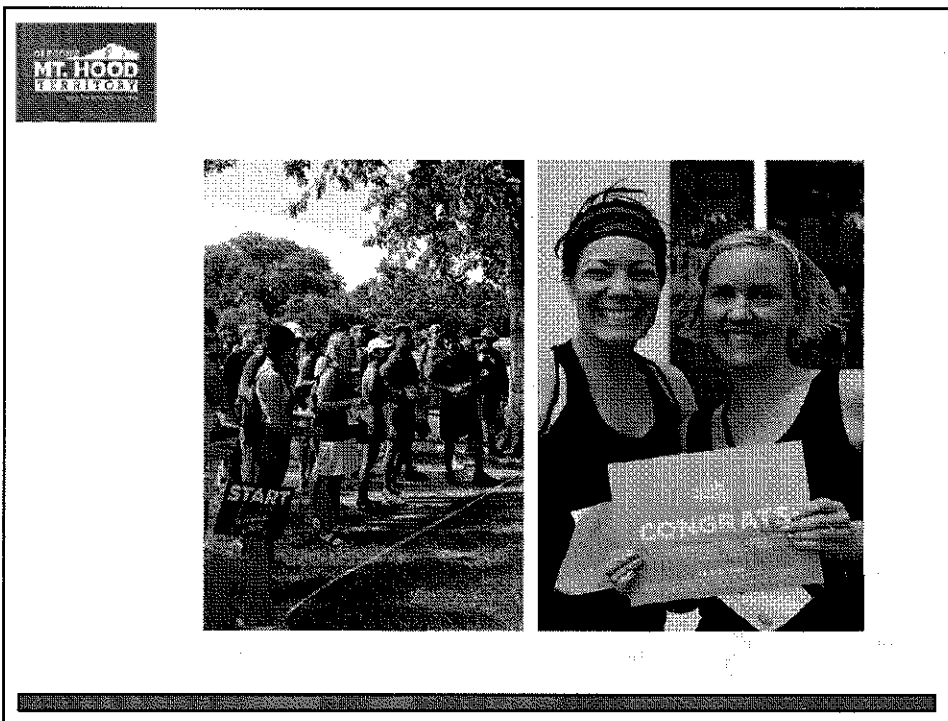
Timeframe:
September – November

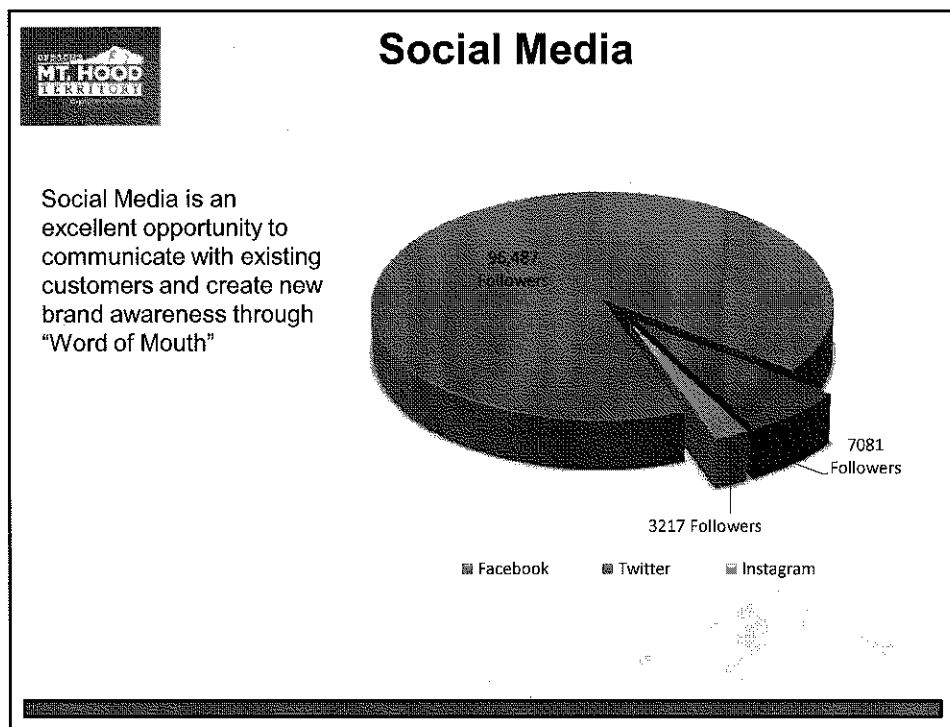
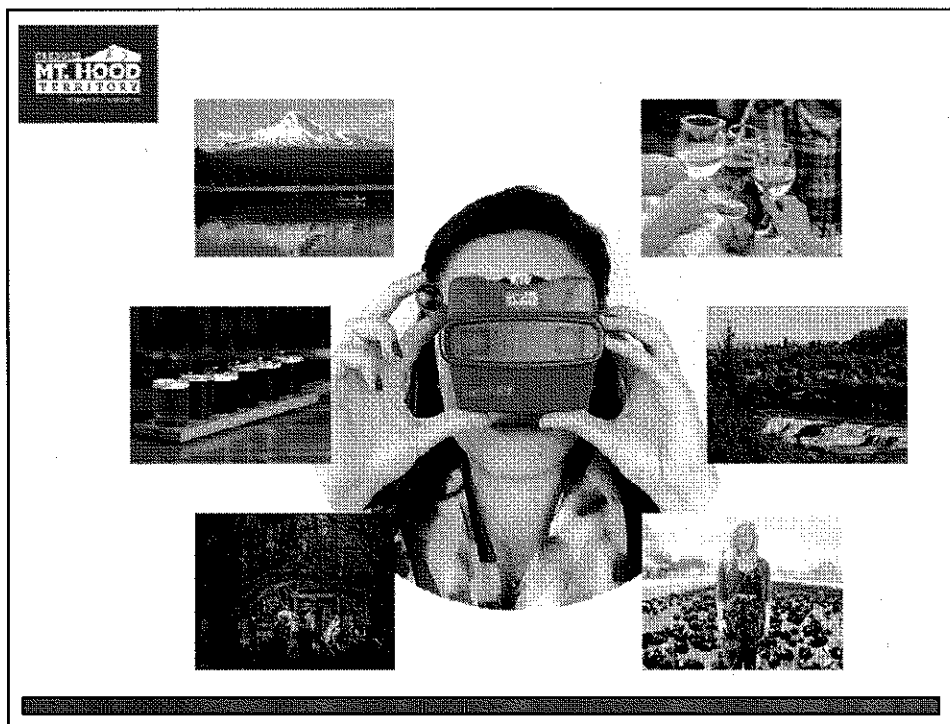
Markets:
OR / WA / CA / Vancouver BC


















Facebook comparison

Page	Total Page Likes	New Page Likes	Posts This Week	Engagement This Week
1  Travel Oregon	284.8K	+1.7% From last week	12	9.1K
2  Travel Portland	118.1K	+0.3% From last week	6	3.2K
3  Oregon's Mt Hood Territ...	98.4K	+0.3% From last week	7	20.5K

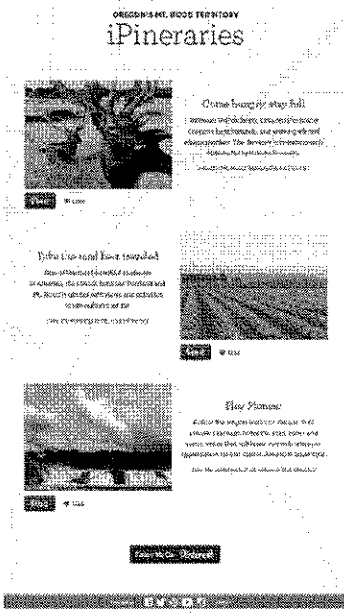


iPineraries

Created to drive traffic to our
Pinterest Boards, website and blog

Incorporates a convenient map feature

13.4% increase in followers



Oregon's Mt. Hood Territory
iPineraries

Close to the Fall
Experience the beauty of the Oregon Coast from the comfort of your car. The scenic views are breathtaking.

What to do in the fall
The fall season is the best time to visit the Oregon Coast. The weather is perfect and the scenery is beautiful.

Key Moments
Experience the beauty of the Oregon Coast from the comfort of your car. The scenic views are breathtaking.



2

OFFICE OF COUNTY COUNSEL

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

September 12, 2014

Stephen L. Madkour
County Counsel

Board of County Commissioners
Clackamas County

Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Assistants

Members of the Board:

Approval of Annexation to Clackamas County Service District No. 1

Purpose/Outcomes	Conduct Public Hearing/Approve Order
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Safety Impact	Not Applicable
Duration	Not Applicable
Previous Board Action	None
Contact Person	Ken Martin, Boundary Change Consultant - 503 222-0955
Contract No.	Not Applicable

BACKGROUND

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district and Clackamas County Service District No. 1 is such a district.

Proposal No. CL 14-004 is a proposed annexation to Clackamas County Service District No. 1.

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation. Also as required by statute (ORS 198.720(1)) the City of Happy Valley has approved this petition.

ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally on the eastern edge of the District within the City of Happy Valley. The territory contains 24 acres, three vacant single family dwellings and is valued at \$1,160,535.

REASON FOR ANNEXATION

The property owners desire annexation to provide sewer service to facilitate development of a 127 lot planned unit development.

CRITERIA

Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City.

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the section below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted above.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:

¹ A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

- (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The original public facility plan for this area does call for service by the District. The proposal is consistent with the Comprehensive Plan as stated in the section below. No concept plans cover this area.

LAND USE PLANNING

REGIONAL PLANNING

General Information

This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

Regional Framework Plan

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall " . . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195." ORS 197.015 says "Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components." The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

COUNTY PLANNING

The PUBLIC FACILITIES AND SERVICES Element of the Comprehensive Plan contains the following Goal:

POLICIES

Sanitary Sewage Disposal

* * *

- 6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.

HAPPY VALLEY PLANNING

The City of Happy Valley's Comprehensive Plan identifies this area as Mixed Use Residential – Single Family and Mixed Use Residential – Medium Density. Zoning is MURM2 and MURS. The developer's proposal is for 113 lots for future single family residences and 14 attached homes. The developers are pursuing a zone change on a small portion of the property.

FACILITIES AND SERVICES

ORS 195 Agreements. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.

Sewer. The District can provide sewer service to the property from an existing 8 inch District line in SE 172nd Avenue on the west edge of the property. The District provides surface water management services to the City of Happy Valley. Storm drainage in this area is handled through separate lines and with open ditches and retention areas.

Water. The territory to be annexed is adjacent to the Sunrise Water Authority and a separate annexation to that entity is being pursued. The District has a water line in S.E. 172nd Avenue which can serve the site.

Police Service. The area receives police service from City of Happy Valley which contracts with the Clackamas County Sheriff's Department.

Fire. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.

Parks and Recreation. The area to be annexed is within the North Clackamas County Parks & Recreation District.

RECOMMENDATION

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-14-004, annexation to Clackamas County Service District No. 1.

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

In the Matter of Approving
Boundary Change Proposal
No. CL 14-004



ORDER NO.

This matter coming before the Board at this time, and it appearing that all of the owners of the land in the territory to be annexed have petitioned to annex the territory to Clackamas County Service District No. 1;

It further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198 and Metro Code 3.09; and

It further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

It further appearing that this matter came before the Board for public hearing on October 2, 2014 and that a decision of approval was made on October 2, 2014;

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL 14-004 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas County Service District No. 1 as of October, 2012.

ADOPTED this 2nd day of October, 2014.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

FINDINGS

Based on the study and the public hearing the Board found:

1. The territory to be annexed contains 24 acres, three vacant single family dwellings and is valued at \$1,160,535.
2. The property owners desire annexation to provide sewer service to facilitate development of a 127 lot planned unit development.
3. Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City.

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date is immediately upon adoption.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;

¹ A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

- (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The original public facility plan for this area does call for service by the District. The proposal is consistent with the Comprehensive Plan as stated in Findings 5 and 6 below. No concept plans cover this area.

4. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall “. . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195.” ORS 197.015 says “Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components.” The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

5. The PUBLIC FACILITIES AND SERVICES Element of the Comprehensive Plan contains the following Goal:

POLICIES

Sanitary Sewage Disposal

* * *

- 6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.
6. The City of Happy Valley's Comprehensive Plan identifies this area as Mixed Use Residential – Single Family and Mixed Use Residential – Medium Density. Zoning is MURM2 and MURS. The developer's proposal is for 113 lots for future single family residences and 14 attached homes. The developers are pursuing a zone change on a small portion of the property.
 7. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.
 8. The District can provide sewer service to the property from an existing 8 inch District line in SE 172nd Avenue on the west edge of the property. The District provides surface water management services to the City of Happy Valley. Storm drainage in this area is handled through separate lines and with open ditches and retention areas.
 9. The territory to be annexed is adjacent to the Sunrise Water Authority and a separate annexation to that entity is being pursued. The District has a water line in S.E. 172nd Avenue which can serve the site.
 10. The area receives police service from City of Happy Valley which contracts with the Clackamas County Sheriff's Department.
 11. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.
 12. The area to be annexed is within the North Clackamas County Parks & Recreation

District.

CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 3 & 7 there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.
2. The Metro Code calls for consistency between the Board decision and any “applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services.” The Board notes the original public facility plan for this area does call for sewer service by the District.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans (Clackamas County’s Comprehensive Plan and Happy Valley’s Comprehensive Plan) and concludes this proposal complies with them. All other necessary urban services can be made available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District has service available to the area to be annexed as noted in Finding No. 8. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.



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

AKS Job #3403

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

EXHIBIT B

Annexation Description

A tract of land located in the Southeast One-Quarter of Section 31, Township 1 South, Range 3 East, Willamette Meridian, City of Happy Valley, Clackamas County, Oregon and being more particularly described as follows:

Beginning at the South One-Quarter corner of Section 31, thence South 89°06'08" East 30.00 feet to a point on the easterly right-of-way line of SE 172nd Avenue (30.00 feet from centerline); thence along said easterly right-of-way line and Clackamas County Service District #1 Boundary North 01°35'53" East 330.00 feet to the **True Point of Beginning**; thence continuing along said easterly right-of-way line and Clackamas County Service District #1 Boundary North 01°35'53" East 764.21 feet to a point on the south line of Document Number 2009-060085; thence leaving Clackamas County Service District #1 Boundary and along said south line South 89°05'49" East 258.41 feet to the southeast corner of said Deed; thence along the east line of said Deed North 01°35'53" East 224.00 feet to a point on the southerly right-of-way line of SE Troge Road (20.00 feet from centerline); thence along said southerly right-of-way line and Clackamas County Service District #1 Boundary South 89°05'49" East 373.64 feet to a point on the southerly extension of the east line of Document Number 2009-060863; thence along said southerly extension and Clackamas County Service District #1 Boundary North 01°35'53" East 40.00 feet to a point on the northerly right-of-way line of SE Troge Road (20.00 feet from centerline); thence leaving Clackamas County Service District #1 Boundary and along said northerly right-of-way line South 89°05'49" East 209.64 feet to a point on the northerly extension of the west line of Document Number 2008-035469; thence along said northerly extension and the west line of said Deed South 01°41'33" West 190.00 feet to the southwest corner of said Deed; thence along the south line of said Deed South 89°05'49" East 179.80 feet to a point on the west line of Document Number 2006-042065; thence along said west line South 01°41'33" West 509.07 feet to the southwest corner of said Deed; thence along the south line of said Deed South 89°06'00" East 270.00 feet to a point on the west line of Document Number 2002-040263; thence along the west line of said Deed and the west line of Document Number 2007-047288 South 01°41'33" West 329.06 feet to the northeast corner of Document Number 2005-073502; thence along the north line of said Deed, North 89°06'08" West 1289.80 feet to the **True Point of Beginning**.

The above described tract of land contains 23.44 acres, more or less.

09/15/2014

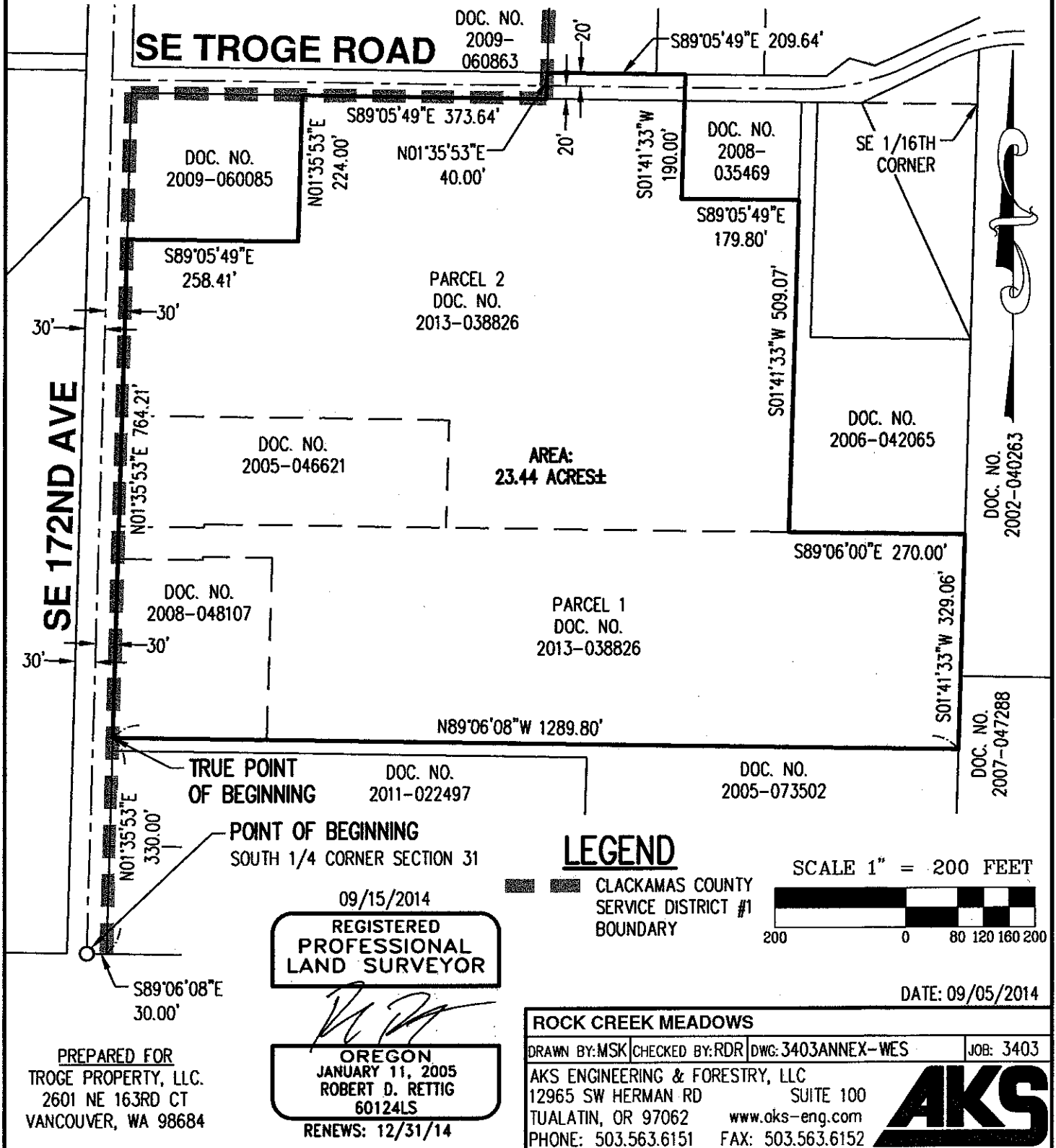


RENEWS: 12/31/14

EXHIBIT C

MAP OF ANNEXATION

A TRACT OF LAND LOCATED IN THE SE 1/4 OF SEC. 31, T1S, R3E,
W.M., CITY OF HAPPY VALLEY, CLACKAMAS COUNTY, OREGON



SE TROGE ROAD

SE 172ND AVE

DOC. NO.
2009-060085

S89°05'49"E
258.41'

DOC. NO.
2005-046621

DOC. NO.
2008-048107

DOC. NO.
2011-022497

DOC. NO.
2008-048107

S89°06'08"E
30.00'

S89°05'49"E 373.64'
N01°35'53"E 40.00'

PARCEL 2
DOC. NO.
2013-038826

**AREA:
23.44 ACRES±**

PARCEL 1
DOC. NO.
2013-038826

N89°06'08"W 1289.80'

DOC. NO.
2011-022497

DOC. NO.
2008-035469

S89°05'49"E
179.80'

DOC. NO.
2006-042065

S89°06'00"E 270.00'

DOC. NO.
2005-073502

DOC. NO.
2002-040263

DOC. NO.
2007-047288

20'

20'

30'

30'

30'

30'

N01°35'53"E
330.00'

S01°41'33"W
190.00'

S01°41'33"W 509.07'

S01°41'33"W 329.06'

09/15/2014
**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

OREGON
JANUARY 11, 2005
ROBERT D. RETTIG
60124LS

RENEWS: 12/31/14

PREPARED FOR
TROGE PROPERTY, LLC.
2601 NE 163RD CT
VANCOUVER, WA 98684

October 2, 2014

Board of Commissioners,
 Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #146873 with The State of Oregon, Department of Human Services, Seniors and People with Disabilities Division for the Provision of Non-medical Transportation for Medicaid Eligible, Case Managed Clients

Purpose/Outcomes	Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop and/or other appointments.
Dollar Amount and Fiscal Impact	Agreement total is \$240,000. The contract is funded through the agreements with State of Oregon, Elderly and Disabled Transportation Fund (STF) and Tri-County Metropolitan Transportation District of Oregon (Tri-Met).
Funding Source	State of Oregon, STF and Tri-Met funds. No County General Funds are involved
Safety Impact	None
Duration	Effective October 1, 2014 and terminates on September 30, 2016
Previous Board Action	Previous Board approval was 090910-A3 as part of the four year plan.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	6925

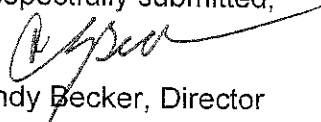
The Social Services Division of the Health, Housing, & Human Services department requests approval of Intergovernmental Agreement (IGA) #146873, with the State of Oregon, acting by and through its Department of Human Services, Seniors and People with Disabilities (DHS-SPD) Division for the provision of non-medical transportation for Medicaid eligible, case managed clients. This IGA provides funding for non-medical transportation services for Medicaid eligible clients of DHS-SPD who have these services authorized by their DHS-SPD case managers. The goal in providing these services is to assist Medicaid eligible residents to live independent lives for as long as possible. The required match is paid for through a separate contract with TriMet

This Amendment was reviewed and approved by County Council on September 22, 2014. No County General Funds are involved. This agreement is effective October 1, 2014 and terminates on September 30, 2016.

Recommendation

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

Respectfully submitted,



Cindy Becker, Director

Agreement Number 146873



**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

Clackamas County Social Services
PO Box 63689
Oak Grove, Oregon 97268-0369
Attn: Stefanie Reid
Phone number: 503-655-8330
Fax number: 503-655-8889
Email: stefanierei@co.clackamas.or.us

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to the DHS'

Seniors and People with Disabilities Division
500 Summer Street NE, E-10
Salem, OR 97301
Contract Administrator: Darwin Frankenhoff or delegate
Phone number: 503-947-5162
Fax number: 503-947-4245
Email: Darwin.j.frankenhoff@state.or.us

This agreement continues the work begun under Intergovernmental Agreement #118918.

1. Effective Date and Duration.

This Agreement shall become effective on October 1, 2014 when this Agreement has been fully executed by every party and, when required, approved by Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on September 30, 2016. Agreement termination or expiration 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.

2. Agreement Documents.

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

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Required Federal Terms and Conditions
- (7) Exhibit E: Transportation Provider Standards

This Agreement constitutes the entire agreement between 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 herein.

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

c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

3. Consideration.

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is \$240,000. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. DHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Vendor or Sub-Recipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, DHS' determination is that:

County is a sub-recipient; **OR** County is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.778

5. County Data and Certification.

- a. **County Information.** County shall provide information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Clackamas County of

Street address: 2051 Kaen Rd, PO Box 2950
City, state, zip code: Oregon City, OR 97045
Email address: stefanierei@co.clackamas.or.us
Telephone: (503) 655-8330 Facsimile: (503) 655-8889
Federal Employer Identification Number: 93-6002286

Proof of Insurance:

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

The above information must be provided prior to Agreement approval. County shall provide proof of Insurance upon request by DHS or DHS designee.

- b. **Certification.** The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:

- (1) The information shown in this Section 5., County Data and Certification, is County's true, accurate and correct information;
- (2) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

- (3) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
 - (4) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at
<https://www.sam.gov/portal/public/SAM/>; and
 - (5) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.
- c. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.

**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.**

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS

6. Signatures.

Clackamas County

By:

Authorized Signature	Title	Date
----------------------	-------	------

State of Oregon acting by and through its Department of Human Services

By:

Authorized Signature	Title	Date
----------------------	-------	------

Approved for Legal Sufficiency:

Jeff Wahl, Assistant Attorney General	September 12, 2014
Assistant Attorney General	Date

Program Office Review:

Approved via email for signature routing	September 11, 2014
Darwin Frankenhoff	Date

Office of Contracts and Procurement Review:

Vincent Dunn, Contract Specialist	Date
-----------------------------------	------

EXHIBIT A

Part 1 Statement of Work

I.

County shall develop and implement processes to deliver non-medical transportation services efficiently, and in a manner that minimizes costs and maximizes value for the State, while meeting DHS Clients' non-medical transportation needs. County shall provide non-medical transportation services for DHS Clients in accordance with the Transportation Provider Standards set forth in this Exhibit E and as set forth below:

A. Client Access

1. County shall maintain its operation of non-medical transportation services in a manner that is conducive to responding to inquiries and requests for non-medical transportation services made by Clients residing in County's service area. County shall provide Clients access to County's Central Dispatch from 8:30 am to 4:30 pm, Monday through Friday, with the exception of New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas Day. County shall ensure that non-medical transportation services are available 8:00 am to 5:00 pm.
2. County shall request DHS approval of intended days of closure for County's Central Dispatch, with the exception of the days identified in Section I(A)(1) above, by notifying DHS at least thirty (30) calendar days in advance of closure. If DHS does not deny the request within ten (10) calendar days of request notification, the request shall be considered approved.
3. County's failure to comply with this Section I(A) shall be considered a material breach of contract.

B. Determination of Eligibility for Service

County shall receive all requests for non-medical transportation services from Clients or others calling on behalf of Clients and shall verify eligibility of the Clients to receive non-medical transportation services as set forth in this Section I(B).

County shall verify Client eligibility by:

1. Reviewing eligibility lists or authorizations provided by the local DHS office
2. Calling the local DHS office to confirm the Client's eligibility if eligibility lists or authorizations are not available.

C. Determination of Service Authorization and Appropriate Provider of Transportation

1. County shall provide non-medical transportation services only to Clients for which County has current service authorization from the Local DHS Office. County shall not provide non-medical transportation services in excess of the number of such services authorized by the local DHS office.
2. County shall either provide non-medical transportation services itself or subcontract with transportation providers to provide such services to Clients. If County elects to subcontract with one or more Providers for the provision of Rides to DHS Clients, County shall incorporate into all subcontracts with the transportation provider the Transportation Provider Standards set forth in this Exhibit E.
3. County shall assign subcontracted transportation providers to provide non-medical transportation services to Clients based upon an evaluation of several factors, including, but not limited to, cost, appropriate transportation, appropriate equipment, any factors related to provider capabilities, provider availability, and provider past performance, and any other reasonable factors. County shall assign non-medical transportation services to providers at its sole discretion.

D. Service Area

1. County shall serve as the designated provider of non-medical transportation services for Clients and provide non-medical transportation services to all Clients within County's service area.
2. County shall maintain a Central Dispatch for non-medical transportation services in County's service area.
3. County and County's subcontracted non-medical transportation services providers shall pick up and deliver Clients only to locations assigned by County's Central Dispatch.
4. If a Client requests non-medical transportation services outside the Service Area and County or Provider is willing to provide such services to the Client, County shall request and obtain written approval from the Local DHS Office prior to providing non-medical transportation services.

E. Scheduling of non-medical transportation services

1. County shall make every effort to arrange non-medical transportation services on same day notice from Clients and within the time frame requested by Clients. County shall have procedures in place to assure response to non-medical transportation services requests as soon as reasonably possible.

2. County shall schedule and accept multiple non-medical transportation services requests at a time for a Client.
3. County shall schedule non-medical transportation services with an alternate non-medical transportation services provider if the provider originally authorized to provide the non-medical transportation services is unable to provide the non-medical transportation services.
4. County and County's subcontracted providers shall pick up Clients requesting pre-scheduled non-medical transportation services within thirty (30) minutes of the requested pick up time.

F. Denial of Rides and Grievance Process

1. Prior to denying non-medical transportation services to a Client, County shall ensure that the denial of non-medical transportation services is immediately reviewed by one of County's supervisory level employees.
2. If a Client is denied non-medical transportation services, County shall, within 72 hours of denial, send a letter to the subject Client, and a copy to the local DHS office, explaining why the Client's request was denied.
3. Neither County nor County's subcontracted provider shall deny any Client requesting non-medical transportation services on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, health status or the presence of any sensory, mental or physical disability.
4. County shall establish a Client grievance and appeals process, as required by 42 CFR § 431, Subpart E, for any request for non-medical transportation services denied to a Client by either County or County's subcontracted non-medical transportation services provider. County and County's subcontracted non-medical transportation services providers shall notify Clients of the grievance and appeals process at the time of denial.

G. Records and Reports

1. County shall maintain records of non-medical transportation services provided to Clients. County shall prepare and submit a written monthly report of the non-medical transportation services provided to Clients. County's report must contain the following information:
 - a. The name of the Client and person requesting the non-medical transportation services on behalf of the Client;

- b. Client's Prime Number (Medicaid identification number);
- c. Date and time of request;
- d. Date and time of requested transportation;
- e. Type of transportation provided;
- f. Pick up location;
- g. Destination;
- h. Reason for denying transportation to a Client, if applicable; and
- i. Person approving or denying request.

County shall submit the monthly report to the local DHS office by the 20th day of the month following the end of the subject reporting month. County shall also provide additional information as requested by the Local DHS Office .. County shall revise and resubmit reports to DHS satisfaction.

2. County shall maintain monthly billing records for each subcontracted non-medical transportation services provider, which documents the number of non-medical transportation services and, for audit purposes, can be cross-referenced to actual non-medical transportation services and the specific Clients transported.
3. County shall report to DHS, and shall require all subcontracted non-medical transportation services providers to report to County's Central Dispatch, any cases of suspected fraudulent use of non-medical transportation services by a Client.
4. County shall report to DHS, as specified by 42 CFR 455.17, any suspected fraud or abuse of non-medical transportation services by a subcontracted non-medical transportation services provider. If County or DHS determines that such provider fraud has occurred, County shall immediately terminate its subcontract with such provider.

H. Approval of Marketing Materials

County may, with DHS prior written approval, provide informational materials for the purpose of marketing or promoting non-medical transportation services.

II. DHS Responsibilities

DHS will provide the necessary administrative staff support and resources to expeditiously resolve issues related to the Non-Medical Transportation Services. DHS will specify a liaison to work with County to facilitate this effort.

EXHIBIT A

Part 2 Payment and Financial Reporting

A. DHS shall pay County at the fixed rate of \$14.00 per one-way service.

The rate is calculated based upon the following formula:

$$\frac{\text{Direct Costs (transportation costs + administrative costs) + Indirect Costs}}{\text{Number of Projected Monthly Rides}}$$

The fixed rate above is based upon the configuration and scope of the DHS program at the time of execution of this Agreement. DHS will review this rate periodically including, but not limited to, such times as DHS makes program changes affecting eligibility or scope or if there are other factors that impact the cost of delivering service, to determine if the rate needs to be modified. Any modification of the rate will be by mutual consent of the parties based on the formula specified above. County may request a rate adjustment at any time. If County elects to request a rate adjustment, County must send a written request to DHS. DHS shall approve or disapprove County's rate adjustment request via email. Rate changes shall reflect only those costs included in this Agreement and will be accomplished only by written amendment to this Agreement.

B. County shall prepare and submit a monthly invoice in a format acceptable to DHS or on a form supplied by DHS, indicating County name, Agreement number, route names/types, number of transportation services provided for each route/type, rate per service, the total payment amount due for each route/type, and the total payment amount due for all transportation services provided during the subject month. County's invoice must include, as an attachment, a list of the names of the Clients served during the month. These items shall be submitted to:

SPD Accounting Department
Attn.: DHS Receipting & Trust Unit
2575 Bittern St. NE
Room 117E
Salem, OR 97310

C. County shall submit all monthly invoices for transportation services performed no later than 12 months from the date the transportation services were performed pursuant to 42 CFR 447.45(d).

D. Contractor shall not submit claims for, and DHS will not pay for, transportation services for ineligible Clients.

E. County is responsible to include with County's monthly written invoice to DHS payment for the amount of County's match using the current match rate. County's match rate will normally change each October 1, and will be the applicable federal match rate as published in the

Federal Register. DHS will supply County with the new match rate each September, or as it may otherwise change per the Federal Register.

County matching funds must be exclusively local funds in order for such funds to be used for federal matching. County certifies by its signature to this Agreement that the funds County transfers to DHS pursuant to this Agreement are public funds derived from state or local taxes certified as the non-federal share of expenditures eligible for Federal Financial Participation under 42 USC 1396b and 42 CFR 433.51; are not federal funds; or if federal funds, that the funds are authorized by federal law to be used to match other federal funds.

F. County shall submit monthly written invoices to DHS' Contract Administrator at the address specified on page 1, or to any other address as DHS may indicate in writing to County. County's claims to DHS for overdue payments on invoices are subject to ORS 293.462.

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by the County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. DHS, County and any subcontractor will share information as necessary to effectively serve DHS clients.

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 Statement of Work based on the original scope of work 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. County Requirements to Report Abuse of Certain Classes of Persons.

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);
 - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
 - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
 - (5) Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520)
- b. County shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon's Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.
- c. County shall immediately report suspected 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 through 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.
- d. County shall report suspected abuse of the elderly or abuse of patients in a medical or care facility immediately to DHS Aging and People with Disabilities office or to a law enforcement agency.
- e. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person's age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;

- (4) The explanation given for the abuse;
- (5) The date of the incident; and
- (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. Background Checks.

County shall verify that any employee working with clients referred by DHS has not been convicted of any of the following crimes: child or elderly 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 DHS' client. County shall establish verification by:

- (1) 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 will be shared with County, OR
- (2) County as an employer will contact the local OSP for an "Oregon only" criminal history check on the applicant/employee. County will need to give to OSP the applicant's name, birth date and social security number.

County shall determine after receiving the criminal history check, whether the employee has listed convictions, and whether these convictions pose a risk to working safely with DHS clients. If County notes a conviction from any of the above listed crimes on the applicant/employee's record, and County chooses to hire the employee/applicant, County 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 referred DHS clients in a safe and trustworthy manner. County will place this information, along with the applicant/employee's criminal history check, in the employee's personnel file.

The criminal history check procedures listed above also apply to County. County shall establish a personal personnel file and place County's criminal history check in named file for possibility of future DHS review.

- 5. Nondiscrimination.** The County 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.

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. Nothing in this Agreement shall require County or DHS to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the 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 shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County 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 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 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. **Reserved.**

8. **Ownership of Intellectual Property.**

- a. **Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than DHS or County.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, DHS will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to DHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on DHS' behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
- c. If state or federal law requires that DHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that the DHS or the United States own the intellectual property, then County shall execute such further documents and instruments as DHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or DHS. To the extent that DHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, DHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- d. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as DHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

9. **County Default.** County 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).
- 10. 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.
- 11. Termination.**
- a. **County Termination.** County 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.

12. Effect of Termination

a. Entire Agreement.

- (1) Upon termination of this Agreement, DHS shall have no further obligation to pay County 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.

13. 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.

14. Insurance. County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

15. Records Maintenance; Access. County 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.

16. **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.
17. **Force Majeure.** Neither DHS nor County 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.
18. **Assignment of Agreement, Successors in Interest.**
 - a. County 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.
19. **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.
20. **Subcontracts.** County 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.

21. **No Third Party Beneficiaries.** DHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of 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.
22. **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.
23. **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.
24. **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.
25. **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 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 addressee.

DHS: Office of Contracts & Procurement
250 Winter St NE, Room 306
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

COUNTY: (see page one)

26. **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.
27. **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.
28. **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.
29. **Construction.** *[Reserved]*
30. **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.

31. **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.
32. **Stop-Work Order.** DHS may, at any time, by written notice to the County, require the County 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.

EXHIBIT C

Subcontractor Insurance Requirements

General Requirements. 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 as specified in this Exhibit C and meeting all the requirements under this Exhibit C 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 DHS. 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 whom the county directly enters into a contract. It does not include a subcontractor with whom the contractor enters into a contract.

1. **Workers' Compensation.** Insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

2. **Professional Liability.**

Required by DHS Not required by DHS.

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 the following, as determined by DHS:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015:.... \$2,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015:.... \$4,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

3. **Commercial General Liability.**

Required by DHS Not required by DHS.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to DHS. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by DHS:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015:....\$2,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015: ...\$4,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015:....\$200,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015:....\$600,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

4. **Automobile Liability.**

Required by DHS Not required by DHS.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by the DHS:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015: ...\$2,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015:....\$4,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015:....\$200,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Contract term through June 30, 2015:\$600,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **"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 DHS may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If DHS approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
7. **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).
8. **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.

EXHIBIT D

Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental

Protection Agency. County shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative

action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery. County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. Audits.

- a. County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited, to OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.

8. Debarment and Suspension. County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or

Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to DHS clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
13. **Disclosure.**
 - a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in

which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. County shall make the disclosures required by this Section 13. to DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

14. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

EXHIBIT E

Part 4

Transportation Provider Standards

County shall comply, and shall include these requirements in all subcontracts with Providers to require all Providers to comply, with the requirements set forth in this Exhibit A, part 4:

I. TRANSPORTATION PROVIDER STANDARDS

A. Payment

County shall not bill Clients for Non-Medical Transportation Services, as specified in 42 CFR 447.15.

B. Vehicle Standards

1. County shall maintain its vehicles to provide comfortable and safe Rides to Clients. County's vehicles shall meet the following requirements:
 - a. The interior of the vehicle shall be clean;
 - b. County shall not smoke or permit smoking in the vehicle;
 - c. County shall maintain appropriate safety equipment in the vehicle, including but not limited to:
 - (i) First Aid Kit;
 - (ii) Fire Extinguisher;
 - (iii) Roadside reflective or warning devices;
 - (iv) Flashlight;
 - (v) Chains or other traction devices (when appropriate); and,
 - (vi) Disposable gloves.
 - d. County shall maintain the vehicle in good operating condition, by providing the following:
 - (i) Seatbelts;
 - (ii) Side and rear view mirrors;
 - (iii) Horn; and,
 - (iv) Working turn signals, headlights, taillights, and windshield wipers.
2. County shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. County shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. County shall provide all equipment necessary to transport Clients using wheelchairs.

C. Drivers

1. County shall inform drivers of their job duties and responsibilities and provide training related to their job duties. County shall also:
 - a. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
 - b. Ensure that drivers are capable of safely operating vehicles;
 - c. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
 - d. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire;
 - e. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
 - f. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.

2. County's selection of its drivers shall include:
 - a. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,
 - b. Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of County and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients will not be placed in a risk of harm from the driver.

II. DISCLOSURE

Public Law 95-142, Sections 3 and 8 as amended in the Federal Register on July 17, 1979, requires all public and private providers of any Title XVIII, Title XIX, or Social Security Block Grant ("SSBG") services to disclose the names of all persons with an ownership interest, including a controlling interest, in County or Provider. It also requires disclosure of convictions of criminal offenses related to the person's involvement in any program under Title XVIII, Title XIX or SSBG. Accordingly, County shall immediately make these required disclosures to DHS when that information becomes known to County. DHS reserves the right to take action DHS deems appropriate on the basis of information received or County's failure to provide the information required by this section.

III. Confidentiality of Client Information and Information Privacy/Security

A. Confidentiality of Client Information

1. All information as to personal facts and circumstances obtained by the County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or the Client's legal guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
2. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources.
3. DHS, County and any subcontractor will share information as necessary to effectively serve DHS clients.

B. Information Privacy/Security

If the Work performed under this contract requires County to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, County shall comply and require subcontractors to comply with information security requirements imposed under this section. For purposes of this section, "Information Asset" refers to all confidential information in any form (e.g., written, verbal, oral or electronic) for which DHS determines requires security measures, including confidential information created by DHS, gathered for DHS or stored by DHS for external parties. All other terms not defined in this section shall have the meaning used in the HIPAA Security Rules, 45 CFR § 164.304.

1. For purposes of this section, all requirements imposed on County shall also apply to its officers, employees, agents and subcontractors that have access to any DHS information computer system or other DHS Information Asset, and County shall include these requirements in any subcontract that may provide such access by a subcontractor, its officers, employees or agents to any DHS computer system or other DHS Information Asset. County shall:
 - a. Cooperate with the DHS contract administrator in identifying Information Assets that will be utilized in the performance of the Work and applicable security measures that will be undertaken to protect the Information Assets, and provide updated information to the DHS contract administrator within fourteen (14) calendar days of the date such information changes for any reason;

- b. Implement security measures that reasonably and appropriately provide administrative, physical and technical safeguards that protect the confidentiality, integrity and availability of the Information Assets that it creates, receives, maintains or transmits on behalf of the DHS. County's security measures must be documented in writing and be available for review by DHS upon request. DHS review of the reasonableness of security measures, as well as County's compliance with DHS assigned access control or security requirements, will take into account the County's physical, administrative, and technical capabilities related to security measures and the potential risk of unauthorized use or disclosure of information assets by County, its officers, employees, agents or subcontractors;
- c. Prevent any unauthorized access to or disclosure of DHS information systems or information assets;
- d. Take necessary actions to comply with DHS determinations of the level of access that may be granted, as well as changes in level of access, or suspension or termination of access as determined by DHS;
- e. Keep any DHS-assigned access control requirements such as identification of authorized user(s) and access-control information in a secure location until access is terminated; monitor and securely maintain access by County and its agents or subcontractors in accordance with security requirements or access controls assigned by DHS; and make available to DHS upon request all information about contractor's use or application of access-controlled DHS computer systems or Information Assets;
- f. Report to the DHS, Information Security Office, and to the DHS contract administrator, any privacy or security incidents by County, its officers, employees, agents or subcontractors that compromise, damage, or cause a loss of protection to the DHS Information Assets. County shall report in the following manner:
 - (i) Report to the DHS, Information Security Office, and to the DHS contract administrator, in writing within five (5) business days of the date on which County becomes aware of such incident; and,
 - (ii) Provide the DHS, Information Security Office, and the DHS contract administrator, the results of the incident assessment findings and resolution strategies.

County will comply with DHS requests for corrective action concerning a privacy or security incident, and with laws requiring mitigation of harm caused by the unauthorized use or disclosure of confidential information, if any;

- g. If DHS determines that County's security measures or actions required under subsection (1) of this section are inadequate to address the security requirements of DHS, DHS will notify the County. DHS and County may meet to discuss appropriate security measures or action. If security measures or corrective actions acceptable to DHS cannot be agreed upon, DHS reserves the right to take such actions as it determines appropriate under the circumstances. Actions may include but are not limited to: restricting access, or amending or terminating the contract;
- h. DHS reserves the right to request additional information from County related to security measures, and to change, suspend or terminate access to or use of a DHS computer system or Information Assets by County, its officers, employees, agents or subcontractors; and,
- i. Wrongful use of DHS computer systems, wrongful use or disclosure of Information Assets by County, officers, its employees, agents or its subcontractors may cause the immediate suspension or revocation of any access granted through this Contract, in the sole discretion of DHS. DHS may also pursue any other legal remedies provided under the law.

October 2, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with
The State of Oregon, through its Department of Education

Purpose/Outcomes	Revenue agreement to cover staff time to complete strategic plan and associated activities leading to the State Early Learning Hub contract.
Dollar Amount and Fiscal Impact	Total amount of this agreement is \$25,000. Funds from this agreement fund CYF staff positions associated with the early childhood Hub development.
Funding Source	Funds are budgeted in the State Revenues grant stream for fiscal year 2014-2015 to cover this agreement. No County General Funds are involved.
Safety Impact	N/A
Duration	Effective on the date agreement is fully executed and terminates on December 31, 2014.
Previous Board Action	Board approved H3S/CYF to apply for Early Learning Hub at its April 23, 2013 study session.
Contact Person	Rodney A. Cook, CYF Director
Contract No.	6927

BACKGROUND:


The Children, Youth & Families Division of the Health, Housing and Human Services Department (H3S), requests the approval of a Revenue Intergovernmental Agreement with the State of Oregon, through its Department of Education to develop a strategic plan that aligns with State expectations leading to a full Early Learning Hub contract. The full Early Learning Hub contract will generate funding resources that will create a system of services to increase kindergarten readiness and family stability across the County region.

This contract has been reviewed by Kim Ybarra of County Counsel on September 17, 2014.

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

Agreement Number DASPS-ODE-HUB-8-12-14

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats.

This Agreement is between the State of Oregon, acting by and through its Department of Education (ODE) on behalf of its Early Learning Division and the Early Learning Council (ELC), and,

**Clackamas County
2051 Kaen Road
Oregon City, Oregon 97045
Telephone: (503) 650-5678
Facsimile: (503) 650-5674
E-mail address: rodcoo@co.clackamas.or.us**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to the ODE

**Early Learning Division
775 Court Street
Salem, Oregon 97301
Agreement Administrator: Lisa Sutter or delegate
Telephone: 503-378-6768
E-mail address: Lisa.Sutter@state.or.us**

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **December 31, 2014**. Agreement termination or expiration 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.

2. Agreement Documents.

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

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Required Federal Terms and Conditions
- (7) Exhibit E: RESERVED

This Agreement constitutes the entire agreement between 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 herein.

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

c. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

3. Consideration.

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$25,000.00**. ODE will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. ODE will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Vendor or Sub-Recipient Determination. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, ODE’s determination is that:

County is a sub-recipient; **OR** County is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: N/A.

5. County Data and Certification.

- a. County Information. County shall provide information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS: Clackamas County

Street address: 2051 Kaen Rd

City, state, zip code: Oregon City, OR 97045

Email address: rodcoo@co.clackamas.or.us

Telephone: (503)650-5677 Facsimile: (503)650-5674

Federal Employer Identification Number: 93-6002286

Proof of Insurance:

Workers' Compensation Insurance Company: Per letter submitted by Dwayne Kroenig _____

Policy #: Copy of letter attached – County is self insured Expiration Date: _____

The above information must be provided prior to Agreement approval. County shall provide proof of Insurance upon request by ODE or ODE designee.

- b. **Certification.** The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of County and that County is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
- (2) The information shown in this Section 5., County Data and Certification, is County's true, accurate and correct information;

- (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
 - (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at
<https://www.sam.gov/portal/public/SAM/>; and
 - (6) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.
- c. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to ODE is true and accurate. If this information changes, County is also required to provide ODE with the new FEIN within 10 days.

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.

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS

6. Signatures.

Clackamas County:

By:

Cindy Becker	Health, Housing and Human Svcs Director	Date
--------------	--	------

State of Oregon acting by and through its Department of Education

By:

Authorized Signature	Title	Date
----------------------	-------	------

Approved for Legal Sufficiency: Not Applicable per OAR 137-045-0030(1)(a)

Enter name of any other required Signatures (remove if not needed):

Authorized Signature	Title	Date
----------------------	-------	------

EXHIBIT A

Part 1 Statement of Work

1. Services to be Performed:

a. Strategic Plan

- (1) Provide detailed strategies for kindergarten readiness and family stability for each of the five Early Learning Local Regional Collaboratives (Canby-Mollala-Colton; North Clackamas; Oregon City-Gladstone; Estacada-Oregon Trail-Sandy; West-Linn/Wilsonville, Lake Oswego) submitted in response to RFA 102-2183-14. Detailed strategies shall include:
 - A. Identification of priority school catchment areas and approval by the superintendents of each school district.
 - B. Definition of target population for each Early Learning Local Regional Collaboratives.
 - C. Identification of resources and multi-sectoral partners to support strategies within each catchment area (health care, human services, early childhood education, K-12, private sector.) Include how former commission funds will be directed to support strategies for priority regions.
 - D. Identification of family resource coordination strategy for each of the five Early Learning Local Regional Collaboratives.
 - E. Description of clear plans for how to partner with Kindergarten Partnership and Innovation fund recipients where relevant.
 - F. Description of clear plans for how to spend a potential Early Literacy fund investment in identified priority school catchment areas.
 - G. Description of clear plans for how to build and utilize focused child care networks in identified priority school catchment areas if funds are made available.
- (2) Develop clear and specific details for the role of County as the entity with the resources and infrastructure to perform service coordination and referral triage for each Early Learning Local Regional Collaborative.
- (3) Describe in narrative format how each Early Learning Local Regional Collaborative plus the County back bone support roll up to one Hub region.
- (4) Describe in detail how equity strategies tie directly into strategic plan short, medium, and long term goals.

Deliverable #1:

Provide revised draft of the strategic plan to Agreement Administrator for review and comment.

Deliverable #2:

Provide final strategic plan based on Agreement Administrator requested revisions.

b. Connecting to the Business Community

- (1) Develop a stronger connection to the private sector by working with and gaining the support of Clackamas Business Alliance.
- (2) Develop a deeper role of the work force board as part of the governance structure.

Deliverable #1:

Provide written updates on the 1st and 15th of each month detailing the progress on each action above, including supporting documentation as appropriate.

c. Connecting to Parents

- (1) Develop a plan for authentic parent involvement in the governance structure and Early Learning Local Regional Collaboratives.

Deliverable #1:

Provide draft plan to the Agreement Administrator for review and comment.

d. Child Care Quality Rating and Improvement System(QRIS)

- (1) Revise QRIS outcomes and strategies to fit within the Early Learning Local Regional Collaborative structure through work with Early Learning Division QRIS staff and local Child Care Resource and Referral provider.

Deliverable #1:

Provide draft revised QRIS outcomes and strategies to the Agreement Administrator for review and comment.

Deliverable #2:

Provide final QRIS outcomes and strategies based on Agreement Administrator requested revisions.

e. Developmental Screening

- (1) Revise Ages and Stages Questionnaire (ASQ) outcomes to be more ambitious through work with the Coordinated Care Organization (CCO), local health partners and local early learning partners who perform developmental screenings.

Deliverable #1:

Provide draft revised ASQ outcomes to the Agreement Administrator for review and comment.

Deliverable #2:

Provide final ASQ outcomes based on Agreement Administrator requested revisions.

f. Prevention of Child Abuse and Neglect

- (1) Develop a detailed plan, building off existing resources, working with providers of early learning services and the local Department of Human Services (DHS) for prevention of child abuse and neglect strategies in the County.

Deliverable #1:

Provide draft child abuse and neglect prevention strategies to the Agreement Administrator for review and comment.

Deliverable #2:

Provide final child abuse and neglect prevention strategies based on Agreement Administrator requested revisions.

g. Budget

- (1) Revise two and five year budget.
- (2) Provide clarifying narrative on how budget and funds are being blended and braided to support goals.

Deliverable #1:

Provide draft revised two and five year budget with clarifying narrative to the Agreement Administrator for review and comment.

Deliverable #2:

Provide final two and five year budget with clarifying narrative based on Agreement Administrator requested revisions.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Payment Provisions.

- a.** As consideration for the services provided by the County during the period specified in Section 1. of this Agreement, ODE will make payment to the County based on Attachment 1 – Line Item Budget.
- b.** County may submit a request for reallocation of any or all of the dollar amounts in Attachment 1 – Line Item Budget to the ODE Agreement Administrator for review and approval without amendment to the Agreement.
- c.** County shall send all invoices to ODE’s Agreement Administrator at the address specified on page 1, or to any other address as ODE may indicate in writing to County. County’s claims to ODE for overdue payments on invoices are subject to ORS 293.462.

2. Travel and Other Expenses.

ODE shall not reimburse County for any travel or other expenses under this Agreement.

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by the County on the client shall be treated a confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which ODEs not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. ODE, County and any subcontractor will share information as necessary to effectively serve ODE clients.

2. Amendments.

- a. ODE reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) ODE may extend the Agreement for additional periods, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on ODE's satisfaction with performance of the work or services provided by the County under this Agreement.
 - (2) ODE 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 ODE so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. ODE further reserves the right to amend the Statement of Work based on the original scope of work of RFA # 102-2183-14 or 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. Reserved

- 4. Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the Agreement Administrator. The County will make immediate contact with the ODE office when media contact occurs. The Agreement Administrator will assist the County with an appropriate follow-up response for the media.

5. Mandatory Reporting. Reserved

- 6. Nondiscrimination.** The County must provide services to ODE 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.

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 ODEs 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 ODE, 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 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. ODE represents and warrants as follows:

- (1) Organization and Authority. ODE 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 ODE of this Agreement (a) have been duly authorized by all necessary action by ODE 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 ODE is a party or by which ODE 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 ODE 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 ODE and constitutes a legal, valid and binding obligation of ODE, 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; Payments.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon ODE receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow ODE, 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 ODE. 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. ODE 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 all Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County 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 shall provide this designation and information on a form provided by ODE. 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 ODE on a ODE-approved form. ODE 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 and ODE, result in payments to County to which County is not entitled, ODE, 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 ODE 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 or ODE to act in violation of state or federal law or the Constitution of the State of Oregon.

8. **Ownership of Intellectual Property.**

- a. **Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than ODE or County.
 - (3) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to ODE pursuant to the Work.
- b. **Original Works.** All Work Product created by County pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of ODE. ODE and County agree that all Work Product is "work made for hire" of which ODE is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," County hereby irrevocably assigns to ODE any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon ODE's reasonable request, County shall execute such further documents and instruments necessary to fully vest such rights in ODE. County forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- c. In the event that Work Product is County Intellectual Property, a derivative work based on County Intellectual Property or a compilation that includes County Intellectual Property, County hereby grants to ODE an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display County Intellectual Property and the pre-existing elements of the County Intellectual Property employed in the Work Product, and to authorize others to do the same on ODE's behalf.
- d. In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, County shall secure on ODE's behalf and in the name of ODE an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on ODE's behalf.

- e. If state or federal law requires that ODE or County grant to the United States a license to any intellectual property, or if state or federal law requires that the ODE or the United States own the intellectual property, then County shall execute such further documents and instruments as ODE may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or ODE
 - f. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as ODE may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.
9. **County Default.** County 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 ODE 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).

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

- a. ODE 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 ODE herein or in any documents or reports relied upon by County to measure performance by ODE is untrue in any material respect when made.

11. Termination.

a. County Termination. County may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to ODE;
- (2) Upon 45 days advance written notice to ODE, if County ODEs 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 ODE, if ODE 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 ODE, 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. ODE Termination. ODE 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 ODE ODEs not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of ODE under this Agreement, as determined by ODE in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, ODE 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 ODE's legislative authorization for expenditure of funds to such a degree that ODE will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by ODE 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 ODE 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 ODE 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. ;
 - (6) Immediately upon written notice to County, if ODE 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.

12. Effect of Termination

- a. Entire Agreement.
 - (1) Upon termination of this Agreement, ODE shall have no further obligation to pay County 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.

13. 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.

14. Insurance. County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

15. Records Maintenance; Access. County 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 ODE 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.

16. Information Privacy/Security/Access. Reserved

17. Force Majeure. Neither ODE nor County 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 ODE 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. ODE may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.

18. Assignment of Agreement, Successors in Interest.

- a. County shall not assign or transfer its interest in this Agreement without prior written approval of ODE. Any such assignment or transfer, if approved, is subject to such conditions and provisions as ODE may deem necessary. No approval by ODE of any assignment or transfer of interest shall be deemed to create any obligation of ODE 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.

19. 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.

20. Subcontracts. County shall not enter into any subcontracts for any of the Work required by this Agreement without ODE'S prior written consent. In addition to any other provisions ODE may require, County shall include in any permitted subcontract under this Agreement provisions to require that ODE 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. ODE'S consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.

21. **No Third Party Beneficiaries.** ODE and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of ODE to assist and enable ODE 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.
22. **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.
23. **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.
24. **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.
25. **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 or ODE at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. 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 effective when actually delivered to the addressee.

ODE:
Lillie Gray
255 Capital Street NE
Salem, OR 97301
Telephone: 503-947-5647
Facsimile: 503-378-5156

26. **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.
27. **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.
28. **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.
29. **Construction. Reserved**
30. **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.

31. **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.
32. **Stop-Work Order.** ODE may, at any time, by written notice to the County, require the County 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, ODE shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
 - b. Terminate the Agreement as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, ODE 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.

33. **Time is of the Essence.** County agrees that time is of the essence under this Agreement.

EXHIBIT C

Subcontractor Insurance Requirements

General Requirements. 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 ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODE. 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 whom the county directly enters into a contract. It ODEs not include a subcontractor with whom the contractor enters into a contract.

1. **Workers' Compensation.** Insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

2. **Professional Liability.**

Required by ODE Not required by ODE.

Commercial General Liability.

Required by ODE Not required by ODE.

Automobile Liability.

Required by ODE Not required by ODE.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile

Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by the ODE:

Bodily Injury, Death and Property Damage:

\$3,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

Additional Insured. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

3. **“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 ODE may grant approval of the maximum “tail“ coverage period reasonably available in the marketplace. If ODE approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.
4. **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).
5. **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.

EXHIBIT D

Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODE, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **HIPAA Compliance.** If the Activities and or Services provided under this Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA) and County has declare itself a "covered entity" under HIPAA, County agrees to conduct the Activities and or Services in compliance with HIPAA. Without limiting the generality of the foregoing, if the Services are covered by HIPAA, County shall comply and require all Providers to comply with the following:
- a. **Privacy and Security of Individually Identifiable Health Information.** On or after April 14, 2003, County, its agents, employees and Providers shall protect individually identifiable health information obtained or maintained about Agency's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. The County shall ensure that any electronic communication from the County to an employee of the Agency which contains individually identifiable health information shall meet HIPAA security requirements. This Agreement may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.
 - b. **Data Transactions Systems.** Any electronic exchange of information on or after October 16, 2002, or on or after October 16, 2003, if County has received an extension from the United States Department of Health and Human Services, between County and Agency to carry out financial or administrative activities related to individually identifiable health care services will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). This Agreement may be amended to include additional terms and conditions related to data transactions.

- c. **Consultation.** If County reasonably believes that the County's or the Agency's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult Agency's HIPAA Privacy Officer.
7. **Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Audits.**
- a. County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited, to OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.
9. **Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
10. **Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to ODE clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i)

above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify ODE within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to ODE clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

11. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
12. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
- 13. Agency-based Voter Registration.** County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
- 14. Disclosure.**
- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
 - b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
 - c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
 - d. County shall make the disclosures required by this Section 14. To ODE. ODE reserves the right to take such action required by law, or where ODE has

discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

15. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a county purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

EXHIBIT E

**Required Subcontractor Provisions
Reserved**

**ATTACHMENT 1
Line Item Budget**

1. Strategic Plan	Deliverable #2	\$12,000.00
2. Connecting to Parents	Deliverable #1	\$4,000.00
3. QRIS	Deliverable #2	\$3,000.00
4. Developmental Screening	Deliverable #2	\$3,000.00
5. Prevention of Child Abuse And Neglect	Deliverable #2	\$1,500.00
6. Budget	Deliverable #2	\$1,500.00

October 2, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of and Agency Services Contract with
Todos Juntos, Inc. for PreventNet Community Schools

Purpose/Outcomes	PreventNet Community Schools Services improve academic outcomes for at-risk youth
Dollar Amount and Fiscal Impact	\$154,000 Federal Funds: CFDA Number 93.667 Title XX Youth Investment Funds No County General funds are involved
Funding Source	Oregon Department of Education Youth Development Division
Safety Impact	N/A
Duration	Effective September 1, 2014 and terminates on June 30, 2015
Previous Board Action	Board approved use of Oregon Department of Education funds on July 11, 2013 for PreventNet programming
Contact Person	Korene Mather
Contract No.	6937

BACKGROUND:

The Children, Youth & Families Division of Health, Housing & Human Services Department requests approval of an Agency Service Contract with Todos Juntos, Inc. for services provided at PreventNet Community School sites. Services target at-risk youth to provide resources and support to improve academic achievement. This contract with Todos Juntos, Inc. will fund PreventNet services at Baker Prairie, Cedar Ridge, and Molalla River Middle Schools, and Estacada Junior High.

Services are funded with Federal Funds CFDA Number 93.667 Title XX Youth Investment Funds granted through the Oregon Department of Education Youth Development Division. This contract is effective as of September 18, 2014 and terminates on June 30, 2015.

This contract is in the format approved by County Counsel as part of the H3S contract standardization project. Boilerplate language has not been altered.

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

**CLACKAMAS COUNTY AND TODOS JUNTOS, INC. SUBRECIPIENT GRANT AGREEMENT
EXHIBIT A: STATEMENT OF PROGRAM OBJECTIVES, WORK PLAN AND QUARTERLY REPORTING
TEMPLATE**

PROJECT NAME: <i>PreventNet Community Schools</i>	AGREEMENT #15-027
SUB-RECIPIENT: <i>Todos Juntos, Inc.</i>	

BACKGROUND

The PreventNet Community School System was created in 2001 as a community/school-based service system. It improves outcomes for high-risk youth and their families by creating a web of support among schools, non-profit agencies (in this case, **Todos Juntos, Inc.**), community members, local businesses, and local government. These evidence-based prevention and early intervention services are provided in the schools, both during and after hours – an ideal setting for:

- Increasing youths’ protective factors by building nurturing relationships with positive adult role models, improving attachment to school, building leadership and problem-solving skills;
- Reducing risk behaviors such as poor school performance, truancy, alcohol and drug use, negative peer association, etc.

PreventNet Community School services include:

- Evidence-based prevention and early intervention programming provided within the school setting, including academic assistance, truancy prevention, community awareness and mobilization, conflict resolution and interpersonal skill development, leadership and positive youth development, and mentoring.
- Care coordination, referral to resources and services needed by the youth and/or their families (basic needs, health/behavioral health assessments and treatment, parenting education, etc.)

Todos Juntos, Inc. will provide PreventNet services for this contract at four schools – Baker Prairie Middle School/Canby, Cedar Ridge Middle School/Sandy, Estacada Jr. High/Estacada, and Molalla River Middle School/Molalla. The array of services for youth and their families at the sites are tailored to fit the needs of the population(s) at risk, and the school in general. These services include combinations of mentoring, care coordination and referral, alcohol and drug prevention/early intervention and referral, mental health assessment, support and referral, homework assistance aligned with classwork, peer mentoring, guided support/asset-building groups, parenting classes, family engagement activities, universal prevention curricula, and structured, asset-building extracurricular activities.

Goals (See Exhibit E: Quarterly Performance Reporting Requirements):

- Improve attendance for CORE youth with a history of truancy or deemed at risk for chronic truancy.
- Improve academic performance of Latino/Hispanic CORE youth
- Connect CORE youth and/or their families to appropriate community resources
- Plan and implement youth-led prevention/promotion events or activities
- Assist with the organization of career exploration, leadership, community services, youth mentoring activities, etc.

PROJECT

Todos Juntos, Inc. support to Clackamas County includes:

- Designing PreventNet site infrastructure in such a way as to meet reporting and outcome expectations

CLACKAMAS COUNTY AND TODOS JUNTOS, INC. SUBRECIPIENT GRANT AGREEMENT

**EXHIBIT A: STATEMENT OF PROGRAM OBJECTIVES, WORK PLAN AND QUARTERLY REPORTING
TEMPLATE**

- Recognizing Clackamas County Children, Youth & Families Divisions on all PreventNet marketing materials
- Leveraging of local resource contributions (cash and in kind) to support site services
- Maintaining confidential all client personal information except as required by terms of this agreement, specifically as regards providing information to contract administration staff, to whom all PreventNet related records should be made available for the purpose of site reviews, examinations, and audits. Client/parent/guardian written consent must be obtained for personal record sharing with sources other than contract administrators.
- Creating and maintaining all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit verification of how funding under this contract was expended.

Clackamas County commitment entails:

- Providing regular training and technical assistance to facilitate the provision of efficient and effective services.

PreventNet Community Schools Work Plan and Quarterly Reporting Template

Activities	Performance Measurement and Tool	Sep-Dec	Jan-Mar	Apr-Jun	Total served (unduplicated)
<p>CORE SERVICES</p> <p>By June 30, 2015, a total of 179 CORE YOUTH (43 per site at Baker Prairie, Cedar Ridge, and Estacada MS, and 50 CORE YOUTH at Molalla River MS) will receive core services that address basic needs and academic issues</p> <p>CORE YOUTH and/or their families will be connected to at least 1 appropriate community resource and 1 intervention (mental health, physical health, tutoring, extracurricular activities, faith community, DHS, County services etc.) to improve school engagement and academic achievement</p>	Number of CORE YOUTH served (total)				
	Number of CORE YOUTH with low attendance				
	Of CORE YOUTH with low attendance, number whose attendance improved at least 10% from the beginning of the reporting period (student data). Target: 80% will improve by 10%				
	Number of Latino/Hispanic CORE YOUTH served				
	Number of Latino/Hispanic CORE YOUTH whose grades improved by at least ½ a grade (student data). Target: 80%				
	Number of CORE YOUTH participating in extra-curricular activities				
	Of CORE YOUTH participating in extra-curricular activities, number reporting increased school attachment (Survey). Target: 85%				
	Number of CORE YOUTH and/or their families referred to appropriate community resources, interventions				
<p>UNIVERSAL SERVICES</p> <p>By June 30, 2015, a total of 632 students including CORE YOUTH (144 per site at Baker Prairie, Cedar Ridge, and Estacada and 200 at Molalla River MS) will attend prevention/promotion events and activities</p>	Plan and implement 2 youth-led prevention/promotion events (positive social norms campaign, safe environment dances, afterschool activities, PhotoVoice, motivational assemblies, career day, etc.)	Name of event	Name of event	Name of event	
	Number of students attending				
	Number reporting favorable attitude toward school and increased engagement (survey). Target: 85%				

CLACKAMAS COUNTY AND TODOS JUNTOS, INC. SUBRECIPIENT GRANT AGREEMENT

EXHIBIT A: STATEMENT OF PROGRAM OBJECTIVES, WORK PLAN AND QUARTERLY REPORTING TEMPLATE

<p>By June 30, 2015, at each site (4 sites total), assist with the organization of career exploration, leadership, community service, youth mentoring activities.</p> <p>CORE YOUTH and other students will participate</p>	<p>Number of student participants in career exploration, leadership, community service, youth mentoring, etc.</p>				
<p>SITE/FILE DOCUMENTATION OVERSIGHT</p> <p>Program Manager will monitor CORE YOUTH case files monthly, at minimum, to ensure proper and complete documentation</p>	<p>Number of times per quarter case files are inspected by program manager for completeness</p>				
<p>SYSTEM COORDINATION</p> <p>By June 30, 2015, site coordinators will participate in system coordination meetings for technical support and to troubleshoot site issues</p>	<p>By June 30, 2015, site coordinators will report increased system efficiency (survey)</p>				

**CLACKAMAS COUNTY CHILDREN, YOUTH & FAMILIES DIVISION
MONTHLY FISCAL REPORT (FY 14-15)- Exhibit B**

Organization:	Todos Juntos	Report For: September-14
Service:	PreventNet Community Schools - Rural. Molalla MS	
Program Contact:	Eric Johnston	
Date:	September 1, 2014 - June 30, 2015	

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)									
FRC All staff	\$ 96,388.00		\$ 96,388.00			\$ -	\$ -	\$ -	\$ -
FRC Fringe @.14%	\$ 13,494.00		\$ 13,494.00			\$ -	\$ -	\$ -	\$ -
Site Supervision .0867 FTE	\$ 17,340.00		\$ 17,340.00			\$ -	\$ -	\$ -	\$ -
Site Supervision Fringe @.14%	\$ 2,428.00		\$ 2,428.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Personnel Svcs	\$ 129,650.00	\$ -	\$ 129,650.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration									
Payroll	\$ 3,000.00		\$ 3,000.00			\$ -	\$ -	\$ -	\$ -
Payroll Fringe @.14%	\$ 420.00		\$ 420.00			\$ -	\$ -	\$ -	\$ -
Contract Services	\$ 3,420.00		\$ 3,420.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Administration	\$ 6,840.00	\$ -	\$ 6,840.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies									
Office Supplies	\$ 1,985.00		\$ 1,985.00			\$ -	\$ -	\$ -	\$ -
Program Supplies	\$ 1,800.00		\$ 1,800.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Equipment									
Equipment Maint/Rental			\$ -			\$ -	\$ -	\$ -	\$ -

Non-Capital Equip Purchases			\$ -			\$ -	\$ -	\$ -	\$ -
							\$ -		
General Office			\$ -						
Rent			\$ -			\$ -	\$ -	\$ -	\$ -
Postage			\$ -			\$ -	\$ -	\$ -	\$ -
Printing			\$ -			\$ -	\$ -	\$ -	\$ -
Phone	\$ 1,200.00		\$ 1,200.00			\$ -	\$ -	\$ -	\$ -
Insurance(s)	\$ 4,000.00		\$ 4,000.00			\$ -	\$ -	\$ -	\$ -
Technical Support			\$ -			\$ -	\$ -	\$ -	\$ -
Professional Fees & Contract Svcs									
Audit	\$ 4,000.00		\$ 4,000.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Travel									
Conferences & Training	\$ 525.00		\$ 525.00			\$ -	\$ -	\$ -	\$ -
Mileage	\$ 4,000.00		\$ 4,000.00			\$ -	\$ -	\$ -	\$ -
Additional (please specify)									
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Program Costs	\$ 17,510.00	\$ -	\$ 17,510.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ 154,000.00	\$ -	\$ 154,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

CLACKAMAS COUNTY AND TODOS JUNTOS, INC. SUBRECIPIENT GRANT AGREEMENT

EXHIBIT C: LOBBYING CERTIFICATE

Grant Agreement #: 15-027

Federal Grant: CFDA Number 93.667 Title XX Youth Investment Funds

Recipient Name: Todos Juntos, Inc.

Recipient Address: PO Box 645, Canby, OR 97013

Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

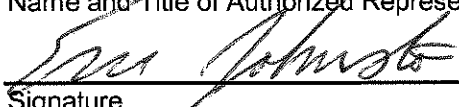
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Todos Juntos, Inc.
Organization Name

PreventNet Community Schools
Award Number or Project Name

Eric Johnston, Executive Director
Name and Title of Authorized Representative


Signature

9/23/14
Date

CLACKAMAS COUNTY AND TODOS JUNTOS, INC. SUBRECIPIENT GRANT AGREEMENT

EXHIBIT D: REQUIRED FINANCIAL REPORT AND REIMBURSEMENT REQUIREMENTS

INVOICING

1. Sub-recipient should submit monthly requests for reimbursement **within 15 days of the end of each month**. Funds Requests must be submitted with a monthly Fiscal Report with line itemization of expenditures (see Exhibit B: PreventNet Funds Request and Fiscal Report templates).
2. **Reimbursement Funds Requests occurring in a County fiscal year (July 1 - June 30) must be received no later than the following July 15th.**
3. Payments will be based on reimbursement of actual costs authorized by this Agreement. Supporting documentation must be retained for expenses for which reimbursement is claimed and for all match expenses reported. Documentation required includes personal service cost detail, services and supplies cost detail, copies of paid contract and equipment invoices and receipts for lodging, airfare, car rental and conference registration. This documentation should be readily available, upon request or site visit.
4. Invoices must be sent to **Clackamas County, Attn: Deanna Mulder** at 2051 Kaen Road, Oregon City, OR 97045 or by email at deannam@clackamas.us. Invoices are subject to the review and approval of the Project Officer and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

CLACKAMAS COUNTY AND TODOS JUNTOS, INC. SUBRECIPIENT GRANT AGREEMENT

EXHIBIT E: QUARTERLY PERFORMANCE REPORT

PROJECT NAME: <i>PreventNet Community Schools</i>	AGREEMENT #15-027
SUB-RECIPIENT: <i>Todos Juntos, Inc.</i>	

REPORTING

1. The Subrecipient must submit a **quarterly** Performance Report, to the PreventNet Program Planner, no later than the 15th day of the month following the end of the quarter. The Performance Report should be submitted on the PreventNet work plan template (Exhibit A), which includes the following metrics:
 - (a) Number of CORE YOUTH served
 - (b) Number of CORE YOUTH with low attendance
 - (1) Of these, the number whose attendance improved at least 10% from the beginning of the quarter
 - (c) Number of Latino/Hispanic CORE YOUTH with low academic achievement
 - (1) Of these, the number whose grades have improved by at least ½ grade
 - (d) Number of CORE YOUTH and their families referred to appropriate resources
 - (1) Of these, the number who have actually accessed the resource to which they were referred
 - (e) Number of CORE YOUTH participating in extracurricular activities
 - (1) Of these, the number who report increased school attachment
 - (f) Number of CORE YOUTH and other students participating in career exploration, community service, youth mentoring, leadership activities
 - (1) Of these, the number who report favorable attitude toward school and increased engagement

The Quarterly Performance Report should also include narrative to provide information pertinent to the program, including progress and successes, as well as problems experienced and, if program objectives were not met, the reasons for this.

Between reporting periods, Todos Juntos, Inc. must notify Clackamas County Children, Youth & Families Division and the PreventNet Program Planner of developments that have a significant impact on the grant supported activities. These should be reported as soon as problems, delays or adverse conditions become known and the notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

October 2, 2014

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of a Revenue Intergovernmental Agreement with Multnomah County, for
Outpatient Mental Health Services

Purpose/Outcomes	Clackamas County Health Centers Division Behavioral Health (CCHCD-BH) will provide outpatient mental health treatment service for residents of Multnomah county in circumstances where they need to receive mental health treatment service at one of our clinics.
Dollar Amount and Fiscal Impact	\$60,000.00
Funding Source	No County General Funds are involved.
Safety Impact	None
Duration	Effective upon Signature and terminates on June 30, 2015
Previous Board Action	No previous board action
Contact Person	Deborah Cockrell, Health Centers Director – 503-742-5495
Contract No.	6899

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a Revenue Intergovernmental Agreement with Multnomah County.

CCHCD BH Clinics will provide outpatient mental health treatment service for residents of Multnomah County in circumstances where they need to receive mental health treatment services at one of our clinics. CCHC-BH will work with clients to ensure that their OHP mental health benefit is changed to Clackamas County HealthShare where they have moved and are residents of this county.

Agreement is effective upon signature and continues through June 30, 2015. This contract has been reviewed by County Counsel on August 22 2014.

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



INTERGOVERNMENTAL AGREEMENT
Multnomah County Contract Number 4400001166
Clackamas County Contract Number 6899

This is an Agreement between Clackamas County Health Centers (Clackamas County) and Multnomah County.

PURPOSE:

The purpose of this agreement is to identify the outpatient mental health services that Multnomah Mental Health agrees to purchase from Clackamas County and to identify the payment terms and conditions for those mental health services.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from upon signature to June 30, 2015. This agreement may be renewed automatically for successive one-year periods unless otherwise terminated by either party.
2. **RESPONSIBILITIES OF Clackamas County.** Clackamas County agrees to provide a fully integrated range of Evidence-Based clinical services and strategies which support Child, Adolescent, and Adult consumer recovery to be in compliance with the Health Share Oregon Multnomah Mental Health Oregon Health Plan (HSO Multnomah).
 - A. Clackamas County shall provide or arrange for the provision of the following services, as appropriate:
 - 1) Mental health assessment, level of need determination and treatment planning;
 - 2) Case management and coordination of care;
 - 3) Individual, family and group therapy based on Evidence-Based Practices;
 - 4) Recovery Oriented and Trauma Informed Mental Health Services;
 - 5) Crisis services during business hours and 24 hour/7 day per week response by phone and/or in person by staff who are familiar with the consumer to de-escalate crisis situations;
 - 6) On-site hospital discharge planning, coordination and discharge planning;
 - 7) Psychiatric assessment and medication evaluation, management, and/or monitoring;
 - 8) Services for consumers with specialized health care needs such as medical and psychiatric co-morbidity, developmental disabilities, chronic homelessness and addiction disorders;
 - 9) Alignment of service delivery with individual, culturally specific needs of adult and family; and
 - 10) Other individualized and clinically necessary services.
 - B. Clackamas County shall operate in conjunction with allied State, Clackamas, and Multnomah County providers serving the Multnomah County member. Clackamas County shall provide documentation of continuity and coordination of care with allied providers in consumer's agency medical record.
 - C. Clackamas County shall provide clinical care and treatment to children, adolescents and adults under the direction of a psychiatrist and delivered by an interdisciplinary team of board-certified or board-eligible psychiatrists, registered nurses, psychologists, other qualified mental health professionals, and other relevant program staff within a time frame consistent with standards of good practice and generally recognized by the relevant

scientific community as a timely and effective service to prevent, diagnose and treat the mental health condition.

- D. Clackamas County shall attempt to engage consumers and provide access for a second appointment within fourteen (14) days of the first visit and an additional two (2) visits after fourteen (14) days to total four (4) clinical visits within the first forty-five (45) days of care.
- E. Clackamas County shall assure access to psychiatric services when medically appropriate. Routine assessments shall be performed to effectively coordinate all treatment, manage medication trials and/or adjustments, monitor for and minimize serious side effects, and provide medical management of all psychiatric problems.
- F. Clackamas County shall provide the above services in compliance with the applicable County and State service definitions, Administrative Rules and program instructions.
- G. In addition, Clackamas County shall assign Level of Care using the Health Share of Oregon Clackamas, Multnomah and Washington County Level of Care Utilization Management Guidelines located: <http://web.multco.us/mhas/mental-health>. Clackamas shall transition all clients to the new levels of care (Assessment Plus two and Levels A-C). All services and assignment to a Level of Care will be supported by a behavioral health assessment and necessary documentation to support both the client's level of need and response to treatment. During the first quarter of this transition, Clackamas County shall achieve 75% inter-rater reliability in their assignment of clients to the new levels of care. Clackamas County shall demonstrate inter-rater reliability based on internal concurrent review of no less than 10% of new authorizations up to a maximum of 30 reviews. Accuracy will be confirmed through periodic chart reviews by Multnomah County and/or Health Share of Oregon.
- H. Clackamas County will self-authorize Levels of Care A, B, and C in PH Tech CIM system. Level of care D must be preauthorized by Multnomah County.
- I. Clackamas County shall submit encounter data for 100% of services provided including 1) services identified by CPT and HCPC codes paired with covered diagnoses on the Oregon Health Plan Prioritized List of Health Services and 2) non-billable codes for submission as encounter with Regional Health Share Data Set Only which can be found on the Regional Health Share Mental Health Code Guide.

3. **RESPONSIBILITIES OF MULTNOMAH COUNTY.** Multnomah County agrees to pay Clackamas County for specific services based upon the applicable payment terms set forth below.

A. **Contract Funding.**

The estimated requirements funding level for each fiscal year will be based on actual utilization and service level need. Funding amounts are subject to the limitations and requirements detailed in this Contract. Funding will be unilaterally adjusted by Multnomah County as necessary to meet service level requirements.

Multnomah County will monitor monthly payments to Clackamas County. On or before May 1st of each year, Multnomah County will notify Clackamas County in writing of the annual limit for the following fiscal year beginning July 1. Payments for specified time periods are as follows:

July 1- 2014 – June 30, 2015: Payments will be limited to \$60,000.

July 1- 2015 – June 30, 2016: Clackamas County will be notified in writing of limit

Multnomah County may unilaterally adjust the annual funding and notify Clackamas County by written notice.

B. Multnomah County will pay Clackamas County on the following basis:

- 1) Multnomah County shall pay Clackamas County on a fee for service basis. Clackamas County shall bill Multnomah County using Clackamas County's usual and customary rate for services.
- 2) For consumers where services have been authorized as described in Section 2.H. Authorization for Services, Multnomah County will pay Clackamas County the billed usual and customary rate up to but not exceeding the amount listed for the service in the Multnomah County Health Share Oregon Multnomah Mental Health Fee Schedule and not exceeding the authorized amount. Multnomah County will notify Clackamas County in writing of revisions to the Health Share Oregon Multnomah Mental Health Fee Schedule.
- 3) When HSO Multnomah Mental Health and/or Adult Mental Health Initiative (AMHI) is the primary payor, Clackamas County shall submit detailed claims using the CMS 1500 billing form to PH Tech within ninety (90) days of the date health care services were delivered. Such billings shall include all information that is required to adjudicate the claim. Payment for incomplete claims or claims submitted later than ninety (90) days from date of service may be denied. Failure to exercise this right shall not constitute waiver.
- 4) For consumers with dual eligibility, Clackamas County shall bill and follow the rules of consumer's primary insurance provider (including any authorization requirements) prior to submitting claims for HSO Multnomah Mental Health and/or AMHI payment.
- 5) For dual eligible HSO Multnomah Mental Health and/or AMHI-funded consumers, claims submitted for services must be accompanied by an Explanation of Benefits (EOB) form. Multnomah County will deny payment for services denied by primary carrier.
- 6) In instances where service codes are not covered under Medicare benefit, but are covered under HSO Multnomah Mental Health and/or AMHI, Clackamas County is not required to submit an Explanation of Benefits (EOB).
- 7) When consumer is covered by other insurance and HSO Multnomah Mental Health and/or AMHI is not the primary payor, Clackamas County shall submit detailed claims using the CMS 1500 billing form to PH Tech within twelve (12) months of the date health care services were delivered. Such billings shall include all information that is required to adjudicate the claim. Payment for incomplete claims or claims submitted later than twelve (12) months from date of service may be denied. Failure to exercise this right shall not constitute waiver.
- 8) To be reconsidered for payment, claims resubmission requests submitted by Clackamas County must be received by PH Tech within ninety (90) days of the date of first denial.

9) Claims for payment for services excluded or limited under OAR 410-141-0500 shall be denied or limited in accordance with Excluded Services and Limitations for Oregon Health Plan consumers.

10) Clackamas County shall submit claims to:

PH Tech
P.O. Box 5490
Salem, OR 97304
Attention: Claims Processing

11) To submit claims electronically, Clackamas County shall contact PH Tech directly to establish the process.

12) Payment will be issued within four (4) calendar weeks of receipt of completed billing form.

4. **TERMINATION.** This agreement may be terminated by either party upon 30 day's written notice.
5. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Multnomah County shall indemnify, defend and hold harmless Clackamas County from and against all liability, loss and costs arising out of or resulting from the acts of Multnomah County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 Clackamas County shall indemnify, defend and hold harmless Multnomah County from and against all liability, loss and costs arising out of or resulting from the acts of Clackamas County, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
9. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
10. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
11. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

MULTNOMAH COUNTY, OREGON:

CLACKAMAS COUNTY, OREGON:

County Chair or Designee:

Date:

Dept Director or Designee:

Karin Johnson / [Signature]

Date:

8/19/2014

Signature:

Print Name:

Title:

Date:

JENNY M. MADKOUR,
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

Approved as to form
by:

By
Assistant County Attorney

APPROVED BY PATRICK HENRY

Date:

Date:

8-14-14



7 COPY
M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

October 2, 2014

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of Local Agency Agreement No. 29996 with
Oregon Department of Transportation for the Clackamas County
Regional Freight Intelligent Transportation System (ITS) Project**

Purpose/Outcomes	This agreement allows Clackamas County to proceed with planning, design and construction of the Regional Freight ITS Project affecting transportation corridors in the Clackamas and Wilsonville Industrial Areas.
Dollar Amount and Fiscal Impact	Total Project Cost Estimate: \$880,419 Road Fund Match (10.27%): \$90,419
Funding Source	Federal-Aid Surface Transportation Program (STP) County Road Fund
Safety Impact	Completion of this project will improve freight-related roadway design deficiencies and reduce freight vehicle delay in known congested areas.
Duration	Execution until completion of the project or ten (10) years following the date of final execution, whichever is sooner.
Previous Board Action	02/26/13: BCC Study Session
Contact Person	Bikram Raghubansh, Project Manager 503-742-4706

BACKGROUND:

This is a local agency agreement between Clackamas County and the Oregon Department of Transportation (ODOT) to improve the reliability and safety of the regional freight system by reducing freight vehicle delay in known congested areas and improve freight-related roadway design deficiencies within the County. The Project is focused on the County's two primary freight corridors in Clackamas and Wilsonville and consists of a two part process. The first phase of the project will be to create a Freight ITS Plan and the second phase will implement that plan. The creation and implementation of the Freight ITS Plan will be completed in cooperation with ODOT and affected cities.

This Agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval of the Local Agency Agreement with Oregon Department of Transportation for the Clackamas County Regional Freight ITS Project.

Respectfully submitted,

Mike Bezner, PE
Transportation Engineering Manager

**LOCAL AGENCY AGREEMENT
SURFACE TRANSPORTATION PROGRAM –URBAN
Clackamas County Regional Freight ITS Project**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and the CLACKAMAS COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. The Pacific Highway (I-5) and the Clackamas Highway (OR 212/224) are a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). The following identified transportation corridors, apart from the above identified OTC highways, are a part of the County road system under the jurisdiction and control of the County: a) The Milwaukie Expressway (OR 224) at Lake Road, Pheasant Court and Johnson Road intersections; b) OR Highways 212/224 between McKinley Street to Rock Creek Junction, Jennifer Street/Evelyn Street/102nd Drive; SE 82nd Drive signalized intersection between the Gladstone Interchange and OR 212/224; c) Wilsonville North/South I-5 connection at Day Road/Elligsen Road/Boones Ferry Road/95th Avenue, Wilsonville Road; and d) Sunnybrook Road between 97th Avenue and 82nd Avenue.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

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

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to Agency improving the reliability and safety of the regional freight system by reducing freight vehicle delay in known congested areas and improve freight-related roadway design deficiencies within Clackamas County, hereinafter referred to as "Project." The Project consists of a two part process which includes the creation of Freight ITS Plan in Phase 1 and Project implementation of that plan in Phase 2. The location of the Project is approximately as shown on the detailed map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. The Project will be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. The total Project cost is estimated at \$880,419, which is subject to change. STP urban funds for this Project

Agency/State
Agreement No. 29,996

will be limited to \$880,419. The Project will be financed with STP funds at the maximum allowable federal participating amount, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.

3. The federal funding for this Project is contingent upon approval by the Federal Highway Administration (FHWA). Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.
4. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
5. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner.
6. Agency shall require its contractor(s) and subcontractor(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, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the contractor and subcontractor from and against any and all Claims.
7. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
8. This Agreement may be terminated by mutual written consent of both Parties.

Agency/State
Agreement No. 29,996

9. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
10. Any termination of this Agreement will not prejudice any rights or obligations accrued to the Parties prior to termination.
11. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement will control over the attachments, and Attachment 1 will control over Attachment 2.
12. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and will, upon Agency's breach of any such conditions that requires State to return funds to the Federal Highway Administration, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount will be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

Agency/State
Agreement No. 29,996

13. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
14. State's Project Manager for this Project is Mahasti Hastings, Local Agency Liaison, 123 NW Flanders Street, Portland, OR 97209, 503-731-8595, mahasti.v.hastings@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
15. Agency's Project Manager for this Project is Bikram Raghubansh, Senior Traffic Engineer, 150 Beaver Creek, Oregon City, OR 97045, 503-742-4706, bikramrag@co.clackamas.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.
16. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together will 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 will constitute an original.
17. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement will not constitute a waiver by State of that or any other provision.

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

This Project is in the 2012-2015 Statewide Transportation Improvement Program (STIP), (Key #18001) that was approved by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

Agency/State
Agreement No. 29,996

CLACKAMAS COUNTY, by and through
its elected officials

By _____
Chair

Date _____

By _____
Recording Secretary

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Agency Counsel

Date 9/23/14

Agency Contact:
Bikram Raghubansh
Senior Traffic Engineer
150 Beaver Creek
Oregon City, OR 97045
503-742-4706
bikramrag@co.clackamas.or.us

State Contact:
Mahasti Hastings, Local Agency Liaison
123 NW Flanders Street
Portland, OR 97209
503-731-8595
mahasti.v.hastings@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief
Engineer

Date _____

By _____
State Traffic/Roadway Engineer

Date _____

By _____
Region 1 Manager

Date _____

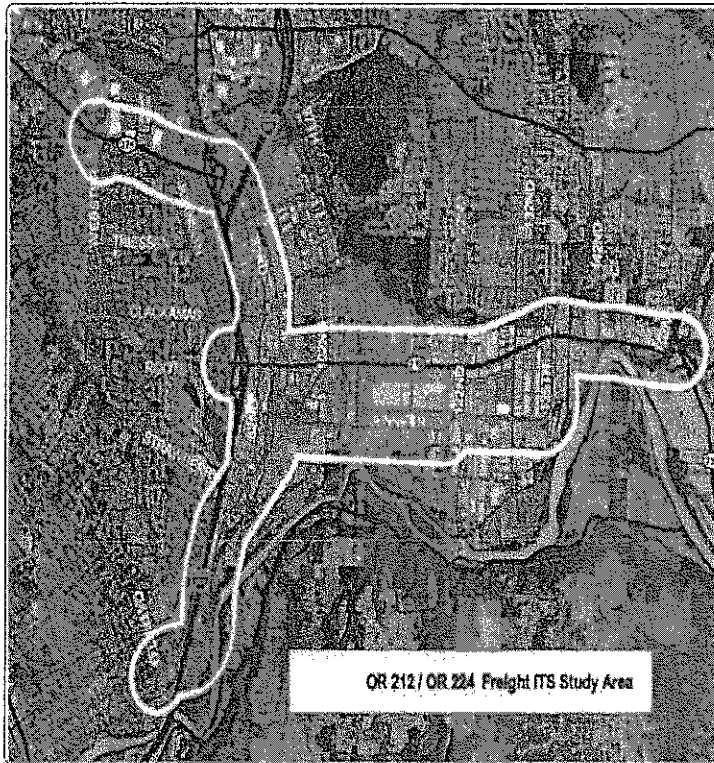
**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

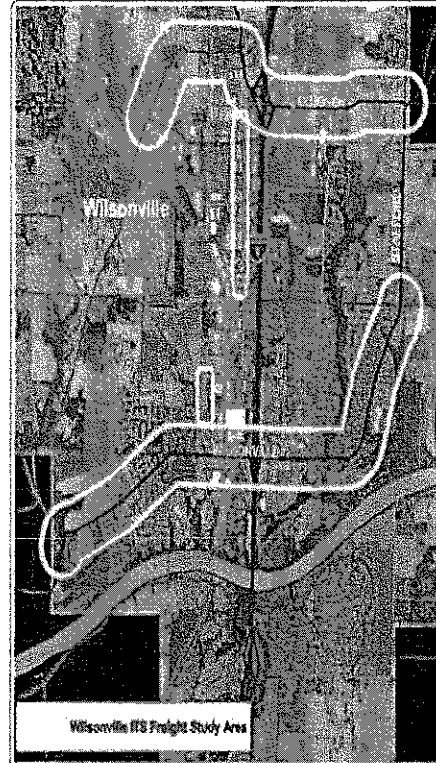
Date _____

EXHIBIT A – Project Location Map

Clackamas County Regional Freight ITS Project



OR 212/224 Study Area -
Potential Deployment Area



Wilsonville Study Area -
Potential Deployment Area

Vicinity Map

Agency/State
Agreement No. 29,996

**ATTACHMENT NO. 1 to Agreement No. 29,996
SPECIAL PROVISIONS**

1. Agency or its consultant shall, as a federal-aid participating preliminary engineering function, conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, and hydraulic studies, identify and obtain all required permits, assist State with acquisition of necessary right of way and/or easements, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.
2. Upon State's award of the construction contract, Agency, or its consultant, shall be responsible to perform all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract.
3. State may make available Region 1's On-Call Preliminary Engineering (PE), Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, Agency agrees to manage the work performed by the consultant and make funds available to the State for payment of those services. All eligible work will be a federally participating cost and included as part of the total cost of the Project.
4. Agency shall have a current Indirect Cost Allocation Plan and an approved indirect rate from its federal cognizant agency prior to invoicing indirect costs. A copy of the current approved rate from the federal cognizant agency or State must be attached to invoices with indirect costs. If Agency does not have a current approved rate, it can apply directly to its federal cognizant agency for an Indirect Cost Rate. If the Agency has no federal cognizant agency, it can submit an indirect Cost Rate proposal to State for review and approval for State invoices. Without an approved Indirect Cost Rate State will only pay Agency for Direct Costs.
5. ITS projects are required to follow 23 CFR Parts 655 & 940 and a process defined by the Federal Highway Administration (FHWA) at http://ops.fhwa.dot.gov/int_its_deployment/sys_eng.htm, which includes but not limited to: (a) Identifying and evaluating ITS alternatives, (b) Managing uncertainty and risk for ITS, (c) Designing quality ITS, and (d) Handling ITS program management issues.
6. Guidelines are currently in the process of being developed in order to comply with Federal funding regulations for ITS related projects. Both Parties agree that a follow up amendment may be necessary in order to comply with Federal standards and regulations.

Agency/State
Agreement No. 29,996

7. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and/or service demand.
8. Maintenance and power responsibilities will survive any termination of this Agreement.

ATTACHMENT NO. 2

FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. Non-certified agencies must contract with State or a State certified local public agency to secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. Non-certified agencies may use a State-approved consultant to perform preliminary engineering, and construction engineering services.

PROJECT FUNDING REQUEST

4. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

5. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or vendor, using criteria in OMB CIRCULAR NO. A-133.
6. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the *Local Agency Guidelines Manual* that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State.
7. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option

Agency/State
Agreement No. 29,996

where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.

9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments; State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall follow requirements stated in the Single Audit Act. The requirements stated in the Single Audit Act must be followed by those local governments and non-profit organizations receiving five hundred thousand (\$500,000) or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "OMB CIRCULAR NO. A-133", requires local governments and non-profit organizations to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which the local agency participates. The cost of this audit can be partially prorated to the federal program.
11. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
12. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and the Project Agreement. Such invoices shall identify the Project by the name of the Project Agreement, reference the Project Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one-month duration, based on actual expenses to date. All invoices received from Agency must be approved by State's Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within three (3) months from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c) contract completion for construction. Partial billing (progress payment) shall be submitted to State within three (3) months from date that costs are incurred. Final invoices submitted after the three (3) months shall not be eligible for reimbursement. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the Project Agreement for the purpose of making

Agency/State
Agreement No. 29,996

audit, examination, excerpts, and transcripts for a period ending on the later of six (6) years following the date of final voucher to FHWA or after resolution of any disputes under the Project Agreement. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (Title 49 CFR part 18 subpart 42).

13. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
 - a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
 - b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
14. Agency shall maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to; daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
15. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

STANDARDS

16. Agency agrees that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with *State's Oregon Bicycle & Pedestrian Design Guide* (current version). Agency shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. Agency may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
17. Agency agrees that if the Project is on the Oregon State Highway System or State-owned facility, that design standards shall be in compliance with standards specified in the current *ODOT Highway Design Manual* and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current *Oregon Standard Specifications for Highway Construction* and current *Contract Plans Development Guide*.
18. Agency agrees that for all projects on the Oregon State Highway System or State-owned facility any design element that does not meet *ODOT Highway Design Manual* design standards must be justified and documented by means of a design exception. Agency further agrees that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.
19. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the *Manual on Uniform Traffic Control Devices and Oregon Supplement* as adopted in Oregon Administrative Rule (OAR) 734-020-0005. Agency must obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.
20. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

PRELIMINARY & CONSTRUCTION ENGINEERING

21. Preliminary engineering and construction engineering may be performed by either a) State, b) Agency, c) State-approved consultant, or d) certified agency. Engineering work will be monitored by State or certified agency to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, b) State-approved consultant or c) certified agency. State shall review and approve

Agency/State
Agreement No. 29,996

Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State or certified agency shall, if they prepare any of the documents identified in this paragraph, offer Agency the opportunity to review and approve the documents prior to advertising for bids.

22. Agency may request State's two-tiered consultant selection process as allowed by OAR 137-048-0260 to perform architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects. Use of the State's processes is required to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, Title 49 CFR part 18, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4) and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the consultant prior to receiving authorization from State to proceed.
23. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
24. State or certified agency shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.
25. Upon State's or certified agency's award of a construction contract, State or certified agency shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's *Manual of Field Test Procedures*, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
26. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

**REQUIRED STATEMENT FOR United States Department of Transportation
(USDOT) FINANCIAL ASSISTANCE AGREEMENT**

27. By signing the Federal-Aid Agreement to which these Federal Standard Provisions are attached, Agency agrees to adopt State's DBE Program Plan, available at http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe_program.aspx#plan.

Agency/State
Agreement No. 29,996

Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Project Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Project Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 United States Code (USC) 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

Disadvantaged Business Enterprises (DBE) Obligations

28. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

29. Agency agrees to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
30. The parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 18, 24 and 26; 2 CFR 225, and OMB CIRCULAR NO. A-133, Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

Agency/State
Agreement No. 29,996

RIGHT OF WAY

31. Agency and the consultant, if any, agree that right of way activities shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
32. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project provided Agency or the consultant are qualified to do such work, as required by the *ODOT Right of Way Manual*, and Agency has obtained prior approval from State's Region Right of Way office to do such work.
33. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. Agency must receive written authorization to proceed from State's Right of Way Section prior to beginning right of way activities. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). Agency shall contact State's Liaison, who will contact State's Region Right of Way office for additional information or clarification on behalf of Agency.
34. Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
35. Agency ensures that all project right of way monumentation will be conducted in conformance with ORS 209.155.
36. State and Agency grants each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

37. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing and at Project expense, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

UTILITIES

38. Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

39. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
40. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
41. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

42. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

43. 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 State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
44. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), 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 Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency 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 State on the one hand and of Agency 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
45. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency 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 State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of 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

Agency/State
Agreement No. 29,996

Agency on the one hand and of 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. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

46. The Parties shall attempt in good faith to resolve any dispute arising out of this Project 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.

WORKERS' COMPENSATION COVERAGE

47. All employers, including Agency, that employ subject workers who work under this Project 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. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS – pursuant to Form FHWA-1273, Required Contract Provisions

48. Agency certifies by signing the Project Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including

Agency/State
Agreement No. 29,996

subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

Board of County Commissioners
Clackamas County

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

Members of the Board:

Approval of Contract with Brockamp & Jaeger, Inc. to
Install Seismic Upgrades and a New Membrane Roofing System at the
Clackamas County Central Utility Plant

Purpose/Outcome	Approval of contract
Dollar Amount and fiscal Impact	\$352,000.00
Funding Source	Budget line: 420-0221-00-482300-76097 Fiscal year 2014-2015
Safety Impact	
Duration	June 30, 2015
Previous Board Action/Review	
Contact Person	Dan Robertson at (503) 557-6419
Contract No.	

BACKGROUND:

The Central Utility Plant (CUP) houses the Utility Plant for the County Red Soils campus along with the departments of Facilities Management, Elections, and the Clerk's Recording Office. The building has also been designated as the location for the alternate Emergency Operations Center (EOC) and the staging area for local and outside building inspectors in the event of a potential disaster necessitating emergency building inspections in the County. The roof framing system seismic improvements strengthen the wall to roof connections will make the building more resilient to seismic events.

This building was constructed in 1997 in compliance with the then-applicable 1994 Building and seismic codes. Its original roofing system is still intact, however, the building has been experiencing minor roof leaks that have been repaired individually. The Board has previously recognized the need for a seismic upgrade for the roof framing system as well as the roof membrane system replacement, owing to its age and condition. In the 2014-15 budget additional capital funds, budgeted for this year, have been assigned to provide for project completion.

Construction efforts have been consolidated with one contractor which will allow us to meet our goal this year to bring the building as close to immediate occupancy as possible following a future disaster event. The budgeted project funding will be consolidated in the Capital Improvements Project Fund under account number 420 0221 482300, project ID 76097.

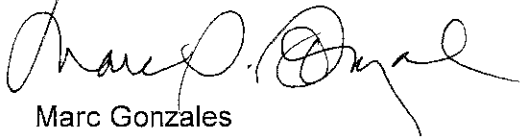
The project was advertised resulting in interest from twenty four potential bidders. Two bids were received. Brockamp & Jaeger was determined to be the lowest responsive responsible bidder.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board approve the Contract with Brockamp & Jaeger, Inc. to Install Seismic Upgrades and a New Membrane Roofing System at the Clackamas County Central Utility Plant. Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Marc Gonzales".

Marc Gonzales
Finance Director

Placed on the board agenda of 10-2-14 by the Purchasing Division.



LANE MILLER
MANAGER

PURCHASING DIVISION

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

October 2, 2014

**MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS**

Please place on the Board Agenda of **October 2, 2014** this contract with Brockamp & Jaeger Inc to **Install Seismic Upgrades and New Membrane Roofing System at the Clackamas County Central Utility Plant Building** for Clackamas County Facilities Management. This project was requested by Dan Robertson, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Twenty-four bid packets were sent out with two bids received: Brockamp & Jaeger - \$352,000.00; and McDonald & Wetle - \$377,962.00. After review of all bids, Brockamp & Jaeger Inc was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$352,000.00. All work is to be completed by June 30, 2015. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 420-0221-00-482300-76097 for fiscal year 2014/2015.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff

9

Approval of Previous Business Meeting Minutes:
September 11, 2014

(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, September 11, 2014 - 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 Tootie Smith

EXCUSED: Commissioner Martha Schrader

CALL TO ORDER

- Roll Call

Commissioner Schrader is out of the office and will not be in attendance today.

- Pledge of Allegiance

Chair Ludlow: Today is Patriot Day and National Day of Service and Remembrance: Thirteen years ago, our Country was brutally and senselessly attacked by terrorist. Thousands of innocent Americans were killed and injured as a result of these attacks, including the passengers and crew of four aircrafts, people just going to and doing their work at the World Trade Center and the Pentagon, rescue workers and bystanders. To honor the memory of all these individuals and the families they left behind; please join us in a moment of silence.

Moment of Silence

We also want to take this opportunity to thank the everyday heroes who keep us all safe, including, Our Troops, Emergency Responders, Fire and Law Enforcement and 911 Dispatchers. The health, safety and comfort of our community is enhanced by the professionalism, dedication, resourcefulness and integrity of these individuals, agencies and departments.

I. CITIZEN COMMUNICATION

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

1. Ken Humberstrom, Oregon City – Member of the Clackamas River Water Board, gave a progress report and update of the Clackamas River Water.

~Board Discussion~ The Board thanked Mr. Humberstrom for this important update.

II. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCES

(No public testimony on this item)

Nathan Boderman, County Counsel presented all three ZDO's.

1. Adoption of Zoning and Development Ordinance 249, Amendments to the Urban Residential Zoning District Provisions of the Comprehensive Plan and the ZDO
2. Adoption of Zoning and Development Ordinance 250, Amendments to the Urban Commercial and Mixed-Use Zoning District Provisions of the Comprehensive Plan and the ZDO
3. Adoption of Zoning and Development Ordinance 248, Amendments to the Land Use Permit Application Procedural Standards of the Comprehensive Plan and the ZDO

Chair Ludlow asked for a motion to read ZDO 249, 250 and 248 by title only.

MOTION:

Commissioner Bernard: I move we read ZDO 249, 250 and 248 by title only.

Commissioner Savas: Second.

Clerk calls the poll:

Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Savas: Aye.
Chair Ludlow: Aye – the motion passed 4-0.
Chair Ludlow he asked the Clerk to read ZDO 249, 250 and 248 by title only then asked for a motion to adopt ZDO-249.

MOTION:

Commissioner Smith: I move we adopt ZDO-249 Amendments to the Urban Residential Zoning District Provisions of the Clackamas County Comprehensive Plan and the Zoning and Development Ordinance as Previously Approved a the July 30, 2014 Public Land Use Hearing.

Commissioner Bernard: Second.

Clerk calls the poll:

Commissioner Smith: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Chair Ludlow: Aye – the motion passed 4-0.

Chair Ludlow asked for a motion for ZDO-250.

MOTION:

Commissioner Savas: I move we adopt ZDO-250 Amendments to the Urban Commercial and Mixed Use Zoning District Provisions of the Clackamas County Comprehensive Plan and the Zoning and Development Ordinance as Previously Approved a the July 16, 2014 Public Land Use Hearing.

Commissioner Bernard: Second.

Clerk calls the poll:

Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Chair Ludlow: Aye – the motion passed 4-0.

Chair Ludlow asked for a motion for ZDO-248.

MOTION:

Commissioner Bernard: I move we adopt ZDO-248 Amendments to the Land Use Application Procedural Standards of the Clackamas County Comprehensive Plan and the Zoning and Development Ordinance as Previously Approved a the July 16, 2014 Public Land Use Hearing.

Commissioner Smith: Second.

Clerk calls the poll:

Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Savas: Aye.
Chair Ludlow: Aye – the motion passed 4-0.

III. PUBLIC HEARINGS

1. Second Reading Ordinance No. 04-2014 Amending Title 6 of the Clackamas County Code, Smoking Regulations In and Around County Facilities
Stephen Madkour, County Counsel presented the staff report and stated the first reading was August 21, 2014.
Chair Ludlow opened the public hearing and asked if anyone wished to speak, two people in the audience raised their hand.

1. Joel Borquist, Emerald Vapors – concerned this will hurt his business selling.
~Board Discussion~ The Board assured Mr. Borquist this ordinance only affects County owned buildings.

2. Justin Newman, Eugene – Smoke-Free Alternatives Trade Association (SFATA)
Oregon – would like to see a County wide ban on all cigarettes.

~Board Discussion~

Chair Ludlow closed the public hearing and asked for a motion.

MOTION:

Commissioner Bernard: I move we read Ordinance No. 04-2014 by title only.

Commissioner Smith: Second.

Clerk calls the poll:

Commissioner Smith: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passed 4-0.

Chair Ludlow asked the Clerk to read the Ordinance by title only, and then he asked for a motion.

MOTION:

Commissioner Savas: I move we adopt Ordinance No. 04-2014 Amending Title 6 of the Clackamas County Code, Smoking Regulations in and round County facilities.

Commissioner Smith: Second.

Clerk calls the poll:

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – the motion passed 4-0.

2. First Reading of Ordinance No. **05-2014** Amending Chapter 2.05 of the County Code
Personnel Policies and Procedures for Clackamas County Employees

Christina Thacker, County Counsel, presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none
he closed the public hearing and asked for a motion to read the ordinance by title only.

MOTION:

Commissioner Bernard: I move we read the Ordinance by title only.

Commissioner Savas: Second.

Clerk calls the poll:

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passed 4-0.

Chair Ludlow asked the Clerk to assign a number and read the Ordinance by title only. He announced the second reading will be September 25, 2014 at the regular scheduled Business meeting at 10 AM.

IV. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

V. CONSENT AGENDA

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

MOTION:

Commissioner Bernard: I move we approval the consent agenda.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Smith: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Chair Ludlow: Aye – the motion passes 4-0.

A. Health, Housing & Human Services

1. Approval of a Grant Agreement Amendment No. 1 for the US Department of Housing and Urban Development, Supportive Housing Program for the HOPE II Leasing Program for the Purpose of Providing Permanent Housing – *Social Services*
2. Approval of a Grant Agreement with the US Department of Housing and Urban Development Continuum of Care Program for Continuum of Care Planning – *Housing and Community Development*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with Marion County for Right-of-Way Acquisition Related to the Pudding River (Whiskey Hill Road) Bridge Replacement Project
2. Approval of an Intergovernmental Agreement with Clackamas County Service District No. 1 for the SE Mabel & SE Webster Drainage Improvement Project
3. Approval of the Intergovernmental Agreement (Contract No. 932856) with Metro for Fiscal Year 14-15 'Early Adopter' Food Scrap Collection Activities

C. Department of Emergency Management

1. Approval of a Cooperative Agreement with Rhododendron Water Association for the Use of Clackamas County Emergency Notification System
2. Approval of an Intergovernmental Agreement with Canby Utility for the Use of Clackamas County Emergency Notification System

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff's Office to Enter into an Intergovernmental Agreement with Oregon Department of Human Services for Funding to Conduct a Specialist Interview Training – *CCSO*
3. Board Order No. **2014-87** Cancelling Delinquent Manufacture Structure Personal Property Taxes – *Assessor's Office*
4. Board Order No. **2014-88** Cancelling Delinquent Personal Property Tax Accounts – *Assessor's Office*
5. Resolution No. **2014-89** Appointing Justice of the Peace Pro Tempore for the Clackamas County Justice of the Peace District – *Justice Court*

E. Juvenile Department

1. Approve of an Intergovernmental Agreement with Multnomah County for Assessment and Evaluation Beds

VI. WATER ENVIRONMENT SERVICES

1. Approval of an Intergovernmental Agreement between Clackamas County Service District No. 1 and the City of Happy Valley for the Cedar Way Stream Stabilization Project.
2. Approval of a Joint Funding Agreement between Clackamas County Service District No. 1 and the US Geological Survey for Creek Flow Measuring Work.
3. Approval of a Joint Funding Agreement between Clackamas County Service District No. 1 and the US Geological Survey for Cooperative Hydrologic Monitoring Work in the Johnson Creek Watershed.
4. Approval of a Joint Funding Agreement between the Surface Water Management Agency of Clackamas County and the US Geological Survey for Tualatin River Monitoring.
5. Approval of Amendment No. 1 to the Agreement to Furnish Professional Services between Clackamas County Service District No. 1 and CH2M Hill Engineers, Inc. for Stage II of the Kellogg Water Pollution Control Plant Outfall Improvement Project.

VII. COUNTY ADMINISTRATOR UPDATE

The following items were signed by Don Krupp, County Administrator during the two week recess/break – August 25th – September 8, 2014 – as authorized by Board Order No. 2014-84:

DEPARTMENT	ITEM
Technology Services Via Purchasing	Contract with Unify to Upgrade the Development Services Building Telephone Server
DTD, Road Dept. Via Purchasing	Approval to Purchase two new 2014 924K Caterpillar Loaders from Peterson Machinery Co. for DTD, Transportation Maintenance Division
NCPRD Via Purchasing	Approval of a Contract with GSE Inc., for the Construction of the Hood View Park Playground
H3S Housing & Community Development	Approval of a Change Order on the Construction Contract between the Department of Health, Housing and Human Services and Jim Smith Excavating for the NW Gladstone Infrastructure Improvement Project
H3S Housing & Community Development	Approval of the Construction Agreement Change Order No. 1 with TS Gray Construction for the Ermatinger House Project
H3S Social Services	Approval of a Grant Agreement with the US Department of Housing and Urban Development, Supportive Housing Program for the Reedy to Rent Program to Reduce Housing Barriers and provide Rental Assistance for Permanent Housing for Homeless Individuals and Families
H3S Behavioral Health	Approval of an Agency Service Contract with CODA, Inc. for Outpatient Mental Health Services
WES	Approval of an Intergovernmental Agreement between Clackamas County Service District No. 1 and Clackamas River Water for SE Mabel Lane Waterline Stabilization

VIII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:15 AM

10

NANCY S. BUSH
DIRECTOR



DEPARTMENT OF EMERGENCY MANAGEMENT

October 2, 2014

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of FY2013 Emergency Management Performance Grant Amendment #2
between Clackamas County and the State of Oregon

Purpose/Outcomes	The Emergency Management Performance Grant (EMPG) agreement #13-503 was executed in December 2013. It reimburses Clackamas County Emergency Management (CCEM) for up to 50% of pre-identified program costs. Amendment #1 to EMPG agreement #13-503 was approved in June 2014 and increased the initial federal award from \$208,119 to \$305,526. The amendment also increased the local match requirement from \$208,119 to \$305,526. Amendment #2 increases the federal award from \$305,526 to \$366,977, increases the local match requirement from \$305,526 to \$366,977 and extends the grant deadline from June 30, 2014 to September 30, 2014. CCEM can meet the new required match within the current budget.
Dollar Amount and Fiscal Impact	The grant agreement total value is \$733,954. The grant is a 50% federal share grant that will reimburse CCEM for up to fifty percent of salaries of six employees, departmental telephone costs and some allocated costs.
Funding Source	FY 2013 Emergency Management Performance Grant via the State of Oregon Military Department, Office of Emergency Management
Safety Impact	The grant dollars assist the program with funding to sustain day-to-day costs and resources that are necessary for declared disasters and emergency events.
Duration	Effective July 1, 2013 and terminates on September 30, 2014.
Previous Board Action	The Board approved the FY2013 EMPG Grant during the November 27, 2013 business meeting, agenda item F.2. Amendment #1 was approved during the June 5, 2014 business meeting, agenda item C.2.
Contact Person	Nancy Bush, Director – Emergency Management Department, 503-655-8665
Contract No.	Grant number 13-503

BACKGROUND:

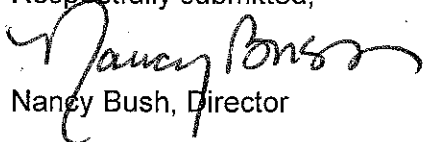
County emergency management programs are required by Oregon Revised Statutes 401. The EMPG is a recurring federal grant program providing limited reimbursement of a portion of the costs incurred in operating local emergency management programs. The funds provided are for the development of an all-hazard emergency management capability to promote preparedness, mitigation, response and recovery.

County Counsel has approved the amendment as to form.

RECOMMENDATION:

Staff respectfully recommends Board approval of the EMPG #13-503 Amendment #2.

Respectfully submitted,


Nancy Bush, Director

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT
CFDA # 97.042**

AMENDMENT #2

This is Amendment #2 to Grant Agreement #13-503 effective December 9, 2013, between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM), and Clackamas County.

THE AGREEMENT IS AMENDED AS FOLLOWS (new language is indicated by bold and underline and deleted language is italicized and bracketed):

Section 1: Section 1 is hereby amended as follows:

Effective Date. This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **July 1, 2013** and ending, unless otherwise terminated or extended, on ~~[June 30, 2014]~~ **September 30, 2014** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

Exhibit A: The Budget is hereby amended as follows:
Budget

II. Budget

There is a 50% cash match requirement on this grant.

Grant Funds:	[\$305,526] <u>\$366,977</u>
Match Funds:	[\$305,526] <u>\$366,977</u>
Total Budget:	[\$611,052] <u>\$733,954</u>

Personnel	[\$545,000] <u>\$667,902</u>
County Cost Allocations	\$66,052
Total (Grant plus Match)	[\$611,052] <u>\$733,954</u>

This amendment may be executed by the parties in counterparts.

Except as expressly amended above, all terms and conditions of the original Agreement are still in full force and effect.

SIGNATURE PAGE TO FOLLOW

Approved by:

Sean McCormick, Mitigation and Recovery Services Section Manager, OEM

Date

Signature of Authorized Subgrantee Official

Date