

AGENDA

Thursday, October 8, 2015 – 9:30 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2015-97

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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

- Wendi Coryell, (DTD Engineering) will present the following 12 Assessment Areas at one time.
 1. Board Order No. _____ Forming a 32-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 19-14, Concord Vineyards II 32-Lot Subdivision
 2. Board Order No. _____ Forming a Two Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 42-14, Two Lot Partition
 3. Board Order No. _____ Forming a 42-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 01-15, Pine View Meadows 42-Lot Subdivision
 4. Board Order No. _____ Forming a 69-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 03-15, Grandview Meadows 69-Lot Subdivision
 5. Board Order No. _____ Forming a 22-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 04-15, Quail Hill 22-Lot Subdivision

6. Board Order No. _____ Forming a 39-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 05-15, 39-Lot Partition
7. Board Order No. _____ Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 14-15, Commercial Building Addition
8. Board Order No. _____ Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 17-15, Mixed Use Commercial Buildings
9. Board Order No. _____ Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 28-15, Sunnyside Memory Care Facility
10. Board Order No. _____ Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 31-15, Town Center Greens 60-Unit Apartment
11. Board Order No. _____ Forming a 6-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 32-15, Tasso Hills 6-Lot Subdivision
12. Board Order No. _____ Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 36-15, Industrial Building

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

A. Health, Housing & Human Services

1. Approval of Amendment No. 1 to an Agency Service Contract with Cascadia Behavioral Healthcare for Assertive Community Treatment Programs - *Behavioral Health*
2. Approval of a Revenue Intergovernmental Agreement with Oregon Department of Human Services, Office of Vocational and Rehabilitation Services for Job Placement and Job Retention Services – *Health Centers*
3. Approval of an Agency Service Contract with Northwest Family Services for PreventNet Community Schools – Urban Sites – *Children, Youth and Families*
4. Approval to Amendment No. 1 to an Intergovernmental Agreement with the Oregon Department of Education, Early Learning Division to Provide Early Learning Hub Services – *Children, Youth and Families*

B. Elected Officials

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

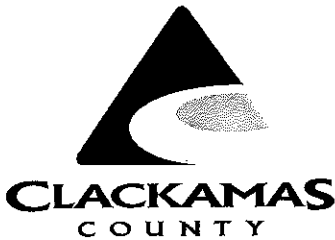
C. Technology Services

1. Approval of an Intergovernmental Agreement between Clackamas Broadband eXchange and The City of Oregon City for the use of City of Oregon City conduit
2. Approval of a Service Level Agreement between Clackamas Broadband eXchange and the City of Oregon City for the City's use of the CBX fiber network

IV. COUNTY ADMINISTRATOR UPDATE

V. COMMISSIONERS COMMUNICATION

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



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

October 8, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order and Public Hearing Forming a 32-Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
19-14 Concord Vineyards II 32-Lot Subdivision**

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule C; the current rate for this schedule is \$71.55 per tax lot each year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Safety Impact	Street lighting helps to improve public safety.
Duration	N/A
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for October 8, 2015, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wendi Coryell', written in a cursive style.

Wendi Coryell, Service District Specialist, CCSD#5

In the Matter of the Formation
of an Assessment Area 19-14
(Concord Vineyards II 32-Lot Subdivision)
Within Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 19-14, Concord Vineyards II 32-Lot Subdivision, 3022 SE Risley Ave., have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2015-71 and subsequent rate change Orders shall be applied to Assessment Area 19-14, Concord Vineyards II 32-Lot Subdivision, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule C: \$71.55 per tax lot each year, applied to residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 8th day of October, 2015, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

In the Matter of the Formation
of an Assessment Area 19-14
(Concord Vineyards II 32-Lot Subdivision)
Within Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 19-14: All lots in the Concord Vineyards II 32-Lot Subdivision
development, 21E12CA03100, 03300, 05300, 05400, 05500, 05600 and
21E12DB03700 and 03800; and

IT IS FURTHER ORDERED that an assessment
roll be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it has
been assessed, the owner thereof, and such additional information as is required to keep a
complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department
of Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

DATED this _____ day of _____, 2015.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

October 8, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a Two Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
42-14 Two Lot Partition

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule B; the current rate for this schedule is \$51.03 per tax lot each year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Safety Impact	Street lighting helps to improve public safety.
Duration	N/A
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

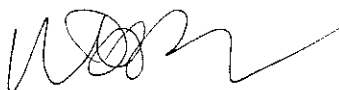
BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for October 8, 2015, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wendi Coryell', with a long horizontal stroke extending to the right.

Wendi Coryell, Service District Specialist, CCSD#5

In the Matter of the Formation
of an Assessment Area 42-14
(Two Lot Partition) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 42-14, Two Lot Partition, 22E16BD02300, have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2015-71 and subsequent rate change Orders shall be applied to Assessment Area 42-14, Two Lot Partition, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule B: \$51.03 per tax lot each year, applied to residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 8th day of October, 2015, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

In the Matter of the Formation
of an Assessment Area 42-14
(Two Lot Partition) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 42-14 All lots in the Two Lot Partition, 22E16BD02300; and

IT IS FURTHER ORDERED that an assessment
roll be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it has
been assessed, the owner thereof, and such additional information as is required to keep a
complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department
of Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

DATED this _____ day of _____, 2015.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

October 8, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 42-Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
01-15 Pine View Meadows 42-Lot Subdivision

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule W; the current rate for this schedule is \$250.00 per tax lot each year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Safety Impact	Street lighting helps to improve public safety.
Duration	N/A
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

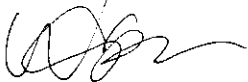
BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for October 8, 2015, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wendi Coryell', written in a cursive style.

Wendi Coryell, Service District Specialist, CCSD#5

In the Matter of the Formation
of an Assessment Area 01-15
(Pine View Meadows 42-Lot Subdivision)
Within Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 01-15, Pine View Meadows 42-Lot Subdivision, 13E30C 02000, have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2015-71 and subsequent rate change Orders shall be applied to Assessment Area 01-15, Pine View Meadows 42-Lot Subdivision, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule W: \$250.00 per tax lot each year, applied to residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 8th day of October, 2015, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

In the Matter of the Formation
of an Assessment Area 01-15
(Pine View Meadows 42-Lot Subdivision)
Within Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 01-15 All lots in the Pine View Meadows 42-Lot Subdivision
development, 13E30C 02000; and

IT IS FURTHER ORDERED that an assessment
roll be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it has
been assessed, the owner thereof, and such additional information as is required to keep a
complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department
of Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

DATED this _____ day of _____, 2015.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

October 8, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 69-Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
03-15 Grandview Meadows 69-Lot Subdivision

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule W; the current rate for this schedule is \$250.00 per tax lot each year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Safety Impact	Street lighting helps to improve public safety.
Duration	N/A
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for October 8, 2015, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wendi Coryell', with a long horizontal flourish extending to the right.

Wendi Coryell, Service District Specialist, CCSD#5

In the Matter of the Formation
of an Assessment Area 03-15
(Grandview Meadows 69-Lot Subdivision)
Within Clackamas County
Service District No. 5,

ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 03-15, Grandview Meadows 69-Lot Subdivision, 10037 SE 172nd Ave., have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2015-71 and subsequent rate change Orders shall be applied to Assessment Area 03-15, Grandview Meadows 69-Lot Subdivision, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule W: \$250.00 per tax lot each year, applied to residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 8th day of October, 2015, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

In the Matter of the Formation
of an Assessment Area 03-15
(Grandview Meadows 69-Lot Subdivision)
Within Clackamas County
Service District No. 5,

ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 03-15 All lots in the Grandview Meadows 69-Lot Subdivision
development, 13E30C 00700; and

IT IS FURTHER ORDERED that an assessment
roll be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it has
been assessed, the owner thereof, and such additional information as is required to keep a
complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department
of Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

DATED this _____ day of _____, 2015.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

October 8, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 22-Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
04-15 Quail Hill 22-Lot Subdivision

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule W; the current rate for this schedule is \$250.00 per tax lot each year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Safety Impact	Street lighting helps to improve public safety.
Duration	N/A
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for October 8, 2015, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wendi Coryell', with a stylized flourish at the end.

Wendi Coryell, Service District Specialist, CCSD#5

In the Matter of the Formation
of an Assessment Area 04-15
(Quail Hill 22-Lot Subdivision) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 04-15, Quail Hill 22-Lot Subdivision, 14060 SE 172nd Ave., have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2015-71 and subsequent rate change Orders shall be applied to Assessment Area 04-15, Quail Hill 22-Lot Subdivision, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule W: \$250.00 per tax lot each year, applied to residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 8th day of October, 2015, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

In the Matter of the Formation
of an Assessment Area 04-15
(Quail Hill 22-Lot Subdivision) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 04-15 All lots in the Quail Hill 22-Lot Subdivision, 23E06D 00200
& 00300; and

IT IS FURTHER ORDERED that an assessment
roll be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it has
been assessed, the owner thereof, and such additional information as is required to keep a
complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department
of Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

DATED this _____ day of _____, 2015.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

October 8, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 39-Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
05-15 Scouters Meadow 39-Lot Subdivision

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule W; the current rate for this schedule is \$250.00 per tax lot each year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Safety Impact	Street lighting helps to improve public safety.
Duration	N/A
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None


BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for October 8, 2015, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,



Wendi Coryell, Service District Specialist, CCSD#5

In the Matter of the Formation
of an Assessment Area 05-15
(Scouters Meadow 39-Lot Subdivision)
Within Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 05-15, Scouters Meadows 39-Lot Subdivision, 10659 SE 172nd Ave., have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2015-71 and subsequent rate change Orders shall be applied to Assessment Area 05-15, Scouters Meadows 39-Lot Subdivision, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule W: \$250.00 per tax lot each year, applied to residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 8th day of October, 2015, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

In the Matter of the Formation
of an Assessment Area 05-15
(Scouters Meadow 39-Lot Subdivision)
Within Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 05-15 All lots in the Scouters Meadows 39-Lot Subdivision,
13E31B 00300 & 00301; and

IT IS FURTHER ORDERED that an assessment
roll be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it has
been assessed, the owner thereof, and such additional information as is required to keep a
complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department
of Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

DATED this _____ day of _____, 2015.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

October 8, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a One Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
14-15 Commercial Building Addition

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.28 per frontage foot per tax lot each year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Safety Impact	Street lighting helps to improve public safety.
Duration	N/A
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering -- 503-742-4657
Contract No.	None

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current address as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for October 8, 2015, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wendi Coryell', written in a cursive style.

Wendi Coryell, Service District Specialist, CCSD#5

In the Matter of the Formation
of an Assessment Area 14-15
(Commercial Building Addition) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 14-15, Commercial Building Addition, 15410 SE 94th Ave., have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2015-71 and subsequent rate change Orders shall be applied to Assessment Area 14-15, Commercial Building Addition, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule D: \$1.28 per frontage foot per tax lot each year, applied to commercial, industrial and multi-family properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 8th day of October, 2015, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore

In the Matter of the Formation
of an Assessment Area 14-15
(Commercial Building Addition) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 14-15 All lots in the Commercial Building Addition development,
22E09AC02600; and

IT IS FURTHER ORDERED that an assessment
roll be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it has
been assessed, the owner thereof, and such additional information as is required to keep a
complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department
of Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

DATED this _____ day of _____, 2015.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

October 8, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order and Public Hearing Forming a One Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
17-15 Mixed Use Commercial Buildings**

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.28 per frontage foot per tax lot each year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Safety Impact	Street lighting helps to improve public safety.
Duration	N/A
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current address as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for October 8, 2015, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wendi Coryell', written in a cursive style.

Wendi Coryell, Service District Specialist, CCSD#5

In the Matter of the Formation
of an Assessment Area 17-15
(Mixed Use Commercial Buildings)
Within Clackamas County Service
District No. 5, Clackamas County, Oregon

ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 17-15, Mixed Use Commercial Buildings, 16957 SE Sunnyside Rd., have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2015-71 and subsequent rate change Orders shall be applied to Assessment Area 17-15, Mixed Use Commercial Buildings, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule D: \$1.28 per frontage foot per tax lot each year, applied to commercial, industrial and multi-family properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 8th day of October, 2015, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore

In the Matter of the Formation
of an Assessment Area 17-15
(Mixed Use Commercial Buildings)
Within Clackamas County Service
District No. 5, Clackamas County, Oregon

ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 17-15 All lots in the Mixed Use Commercial buildings,
22E06B 00100 & 23E06BA01100, 01190, 01200 & 01290; and

IT IS FURTHER ORDERED that an assessment
roll be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it has
been assessed, the owner thereof, and such additional information as is required to keep a
complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department
of Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

DATED this _____ day of _____, 2015.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

October 8, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a One Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
28-15 Sunnyside Memory Care Facility

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.28 per frontage foot per tax lot each year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Safety Impact	Street lighting helps to improve public safety.
Duration	N/A
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current address as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for October 8, 2015, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wendi Coryell', written in a cursive style.

Wendi Coryell, Service District Specialist, CCSD#5

In the Matter of the Formation
of an Assessment Area 28-15
(Sunnyside Memory Care Facility)
Within Clackamas County Service
District No. 5, Clackamas County, Oregon

ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 28-15, Sunnyside Memory Care Facility, 12195 SE 117th Ct., have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2015-71 and subsequent rate change Orders shall be applied to Assessment Area 28-15, Sunnyside Memory Care Facility, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule D: \$1.28 per frontage foot per tax lot each year, applied to commercial, industrial and multi-family properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 8th day of October, 2015, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore

In the Matter of the Formation
of an Assessment Area 28-15
(Sunnyside Memory Care Facility)
Within Clackamas County Service
District No. 5, Clackamas County, Oregon

ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 28-15 All lots in the Sunnyside Memory Care Facility, 12E34D
01607; and

IT IS FURTHER ORDERED that an assessment
roll be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it has
been assessed, the owner thereof, and such additional information as is required to keep a
complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department
of Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

DATED this _____ day of _____, 2015.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



CLACKAMAS
COUNTY

M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

October 8, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a One Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
31-15 Town Center Greens 60-Unit Apartment

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.28 per frontage foot per tax lot each year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Safety Impact	Street lighting helps to improve public safety.
Duration	N/A
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current address as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for October 8, 2015, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wendi Coryell', written in a cursive style.

Wendi Coryell, Service District Specialist, CCSD#5

In the Matter of the Formation
of an Assessment Area 31-15
(Town Center Greens 60-Unit Apartment)
Within Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 31-15, Town Center Greens 60-Unit Apartment, 8500 SE 85th Ave., have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2015-71 and subsequent rate change Orders shall be applied to Assessment Area 31-15, Town Center Greens 60-Unit Apartment, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule D: \$1.28 per frontage foot per tax lot each year, applied to commercial, industrial and multi-family properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 8th day of October, 2015, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore

In the Matter of the Formation
of an Assessment Area 31-15
(Town Center Greens 60-Unit Apartment)
Within Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 31-15 All lots in the Town Center Greens 60-Unit Apartment,
12E33CB01400; and

IT IS FURTHER ORDERED that an assessment
roll be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it has
been assessed, the owner thereof, and such additional information as is required to keep a
complete and permanent record of the assessment; and

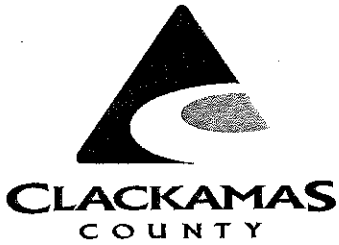
IT IS FURTHER ORDERED that the Department
of Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

DATED this _____ day of _____, 2015.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

October 8, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 6-Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
32-15 Tasso Hills 6-Lot Subdivision

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule B; the current rate for this schedule is \$51.03 per tax lot each year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Safety Impact	Street lighting helps to improve public safety.
Duration	N/A
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for October 8, 2015, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wendi Coryell', written in a cursive style.

Wendi Coryell, Service District Specialist, CCSD#5

In the Matter of the Formation
of an Assessment Area 32-15
(Tasso Hills 6-Lot Subdivision) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 32-15, Tasso Hills 6-Lot Subdivision, 17421 SE Blanton St., have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2015-71 and subsequent rate change Orders shall be applied to Assessment Area 32-15, Tasso Hills 6-Lot Subdivision, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule B: \$51.03 per tax lot each year, applied to residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 8th day of October, 2015, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore

In the Matter of the Formation
of an Assessment Area 32-15
(Tasso Hills 6-Lot Subdivision) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 32-15 All lots in the Tasso Hills 6-Lot Subdivision,
21E13AD01200; and

IT IS FURTHER ORDERED that an assessment
roll be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it has
been assessed, the owner thereof, and such additional information as is required to keep a
complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department
of Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

DATED this _____ day of _____, 2015.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

October 8, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order and Public Hearing Forming a One Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
36-15 Industrial Building**

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.28 per frontage foot per tax lot each year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Safety Impact	Street lighting helps to improve public safety.
Duration	N/A
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current address as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for October 8, 2015, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wendi Coryell', written in a cursive style.

Wendi Coryell, Service District Specialist, CCSD#5

In the Matter of the Formation
of an Assessment Area 36-15
(Industrial Building) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 36-15, Industrial Building, 12001 SE Jennifer St., have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2015-71 and subsequent rate change Orders shall be applied to Assessment Area 36-15, Industrial Building, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule D: \$1.28 per frontage foot per tax lot each year, applied to commercial, industrial and multi-family properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 8th day of October, 2015, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore

In the Matter of the Formation
of an Assessment Area 36-15
(Industrial Building) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 36-15 All lots in the Industrial Building, 22E10D 03000; and

IT IS FURTHER ORDERED that an assessment
roll be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it has
been assessed, the owner thereof, and such additional information as is required to keep a
complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department
of Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

DATED this _____ day of _____, 2015.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary

October 8, 2015

COPY

Board of Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment No. 1 to an Agency Service Contract with
 Cascadia Behavioral Healthcare for
Assertive Community Treatment Programs

Purpose/Outcomes	Amendment #1 to contract that provides Assertive Community Treatment programs for people who are Oregon Health Plan (OHP) member's capitated to Clackamas County.
Dollar Amount and Fiscal Impact	Amendment #1 adds \$145,000.00 to the contract which brings the contract maximum to \$725,000.000
Funding Source	Oregon Health Authority - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2015 and terminates on June 30, 2016
Previous Board Action	The original agreement was approved by the Board of County Commissioners on August 6, 2015 - agenda item 062615-4A18
Contact Person	Mary Rumbaugh, Interim Director- Behavioral Health Division 742-5305
Contract No.	7216

BACKGROUND:

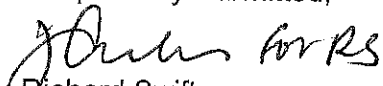
The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #1 to the Agency Service Contract with Cascadia Behavioral Healthcare for Assertive Community Treatment (ACT) programs. ACT programs are for adults who have not responded well to traditional outpatient mental health services. Services include assessments, psychiatric services, case management, employment and housing assistance, family support and education, substance abuse services, etc. for persons enrolled in services through Clackamas County Behavioral Health Division. The Behavioral Health Division has partnered with Cascadia Behavioral Healthcare for behavioral health services since 2007. This contract is a continuation of these services.

This amendment adds \$145,000.00 to the contract to accurately reflect the increased number of beds added to the original contract. The total amended maximum is \$725,000. The amendment is effective July 1, 2015 and continues through June 30, 2016. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project.

RECOMMENDATION:

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

Respectfully submitted,


 Richard Swift

c. Third Party Resources and Coordination of Benefits

AGENCY shall bill and collect from liable third party resources prior to billing COUNTY. If both the third party resource and COUNTY reimburse AGENCY for the same service, COUNTY shall be entitled to a refund for the exact amount of duplicate payment received by AGENCY.

AGENCY shall be responsible for maintaining records in such a manner so as to ensure that all moneys collected from third-party resources on behalf of clients may be identified and reported to COUNTY on an individual client basis. AGENCY shall make these records available for audit and review consistent with the provisions upon request.

If AGENCY has knowledge that a client has third-party health insurance or health benefits, or that either client or AGENCY is entitled to payment by a third party, AGENCY shall immediately so advise COUNTY.

Pursuant to OAR 410-141-3160, "Integration and Care Coordination", COUNTY reserves the right to coordinate benefits with other health plans, insurance carriers, and government agencies. COUNTY may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR 164 and 42 CFR Part 2. Coordination of benefits shall not result in compensation in excess of the amount determined by this agreement, except where State laws or regulations require the contrary.

d. Encounter Data

AGENCY shall submit to COUNTY accurate and complete encounter data in the form of a CMS 1500 claim form for each contact with a client. To encounter data and receive payment, when applicable, AGENCY shall submit a CMS 1500 claim form to COUNTY's Third Party Administrator, Performance Health Technology Ltd (PH Tech). AGENCY shall use its best efforts to supply encounter data once a month, and shall in all cases, supply encounter data no later than 120 calendar days after a contact with a client in accordance with OAR 410-141-3420, "Billing and Payment". Each encounter claim shall include such information as required in the Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement and meet specifications as a Valid Claim. AGENCY shall use the most current DSM Multi-Axial Classification System. DSM codes shall be reported at the highest level of specificity. Claims may be submitted to PH Tech in either paper or electronic format.

PH Tech shall pay AGENCY on behalf of COUNTY, by the 45th business day after a valid claim is received, fee-for-service payments as specified in section 1 above. COUNTY shall have no obligation to make payment to AGENCY if AGENCY fails to obtain a valid authorization to provide services, fails to verify eligibility for Covered Services and the individual is not an eligible client on the date of service, or if the services provided are not Covered Services. The timely filing requirement is extended to 12 months when there is a Third Party Resource as the primary payor and to 12 months when Medicare is primary. To be considered for payment, claims resubmission requests submitted by AGENCY must be received by PH Tech within 120 days of the date of the first denial.

e. Non-Covered Services

AGENCY shall follow OAR 410-141-3420, "Billing and Payment", when submitting encounters for services provided to OHP Members that are not Covered Services.

f. Payment in Full

Except as expressly provided below, payments to AGENCY made by COUNTY for services provided under the terms of this agreement shall constitute payment in full. OAR 410-141-3420, "Billing and Payment", AGENCY shall not bill, charge, seek compensation, remuneration or reimbursement from, or have any recourse against OHA or any client for services contracted hereunder, either during the term of this agreement or at any time later, even if COUNTY

becomes insolvent. This provision shall not prohibit collection for non-covered services that may be the responsibility of the client or any permitted co-pays, co-insurance, deductibles or any other cost sharing, if any and as applicable. AGENCY may bill and collect separately for those costs which are lawfully the responsibility of the client. When combined with all sources of payment, COUNTY's payment to AGENCY shall not exceed the reimbursement amount in effect as of the date of service.

g. Overpayments

Any payments made by COUNTY to which AGENCY is not entitled under the terms of this agreement shall be considered an overpayment and shall be refunded by AGENCY within thirty (30) calendar days of the discovery, in accordance with OAR-410-120-1280, "Billing" and OAR 410-120-1397, "Recovery of Overpayments to Providers – Recoupments and Refunds". AGENCY must not seek payment from clients for any covered services, except any coinsurance, co-payments, and deductibles expressly authorized by OAR-410-120 or OAR-410-141. A client cannot be billed for services or treatment that have been denied due to provider error (e.g. required documentation not submitted, prior authorization not obtained, non-covered diagnosis, etc.).

TO READ:

4. Encounter Submissions

a. Usual and Customary Charges

AGENCY shall bill COUNTY according to their Usual and Customary fee schedule. AGENCY shall base their Usual and Customary charges on a cost study that is updated annually.

b. Compensation

AGENCY shall be reimbursed at the COUNTY reimbursement rates in effect as of the date of service or billed charges, whichever is less.

c. Third Party Resources and Coordination of Benefits

AGENCY shall bill and collect from liable third party resources prior to billing COUNTY. If both the third party resource and COUNTY reimburse AGENCY for the same service, COUNTY shall be entitled to a refund for the exact amount of duplicate payment received by AGENCY.

AGENCY shall be responsible for maintaining records in such a manner so as to ensure that all moneys collected from third-party resources on behalf of clients may be identified and reported to COUNTY on an individual client basis. AGENCY shall make these records available for audit and review consistent with the provisions upon request.

If AGENCY has knowledge that a client has third-party health insurance or health benefits, or that either client or AGENCY is entitled to payment by a third party, AGENCY shall immediately so advise COUNTY.

Pursuant to OAR 410-141-3160, "Integration and Care Coordination", COUNTY reserves the right to coordinate benefits with other health plans, insurance carriers, and government agencies. COUNTY may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR 164 and 42 CFR Part 2. Coordination of benefits shall not result in compensation in excess of the amount determined by this agreement, except where State laws or regulations require the contrary.

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

CASCADIA BEHAVIORAL HEALTHCARE

By: _____
Derald Walker, CEO/President

Date
847 NW 19th – Suite 100 / Box 8459

Street Address
Portland, OR 97207

City/State/Zip
(503) 963-7766 (503) 963-7711

Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services Department

Date

October 8, 2015

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of a Revenue Intergovernmental Agreement with
 Oregon Department of Human Services, Office of Vocational and Rehabilitation Services
for Job Placement and Job Retention Services

Purpose/Outcomes	Provides Job Placement and Job Retention services to clients who have a severe and persistent mental illness to find and retain employment.
Dollar Amount and Fiscal Impact	Contract maximum value is \$300,000.
Funding Source	Oregon Department of Human Services funds. No County General Funds are involved.
Safety Impact	None
Duration	Effective October 01, 2015 and terminates on September 30, 2017
Previous Board Action	The Board last reviewed and approved this agreement on April 28, 2011, Agenda item 042811-A1
Contact Person	Deborah Cockrell, Health Centers Director – 503-722-5495
Contract No.	7427

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a revenue Intergovernmental Agreement (IGA) with Oregon Department of Human Services, Office of Vocational and Rehabilitation Services (OVRs).

This renewal IGA provides Job Placement and Job Retention services to clients who have a severe and persistent mental illness to find and retain employment. Reimbursement is on a performance based fee-for-service basis. The original agreement was contracted through Community Solutions of Clackamas County and was previously reviewed by the Board of County Commissioners April 28, 2011.

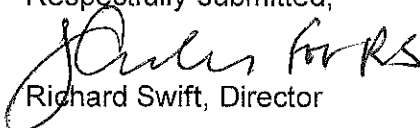
This IGA is retroactive as the Division did not receive the document from the State in time to process before the effective date.

This IGA has a maximum contract value of \$300,000. County Counsel reviewed this document on September 29, 2015. No County General Funds are involved. It is effective October 1, 2015 and terminates on September 30, 2017.

RECOMMENDATION:

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

Respectfully submitted,


 Richard Swift, Director

Contract# 7427



Agreement Number 149599

**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
acting by and through its
Health, Housing and Human Services Department, Health Centers Division
2051 Kaen Rd., Suite 637
Oregon City, OR 97045
Telephone: 503-742-5350
Facsimile: 503-742-5352
E-mail address: jweber2@co.clackamas.or.us**

hereinafter referred to as "County."

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

**Vocational Rehabilitation
500 Summer Street, NE
Salem, Oregon 97301-1064
Contract Administrator: Callie Roush or delegate
Telephone: 503-947-2595
Facsimile: 503-947-5025
E-mail address: VR.ContractInquiries@dhssoha@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 or on October 1, 2015, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on September 30, 2017. 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: Key Persons

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 \$300,000.00. 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 County is a vendor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 84.126.

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 Karen Rd.

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

Email address: Jweber2@co.clackamas.or.us

Telephone: (503) 742-5350 Facsimile: (503) 742-5352

Federal Employer Identification Number: 93-6002286

Proof of Insurance:

Workers' Compensation Insurance Company: Self-Insured

Policy #: N/A Expiration Date: N/A

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 acting by and through its Health, Housing and Human Services Department, Health Centers Division

By:

Authorized Signature	Title	Date
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State of Oregon, acting by and through its Department of Human Services

By:

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

Approved for Legal Sufficiency:

Assistant Attorney General	Jeff Wahl, Assistant Attorney General	9.23.15
		Date

Office of Contracts and Procurement:

Contract Specialist	Date
---------------------	------

EXHIBIT A
Performance Work Statement

DHS requires that the County meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate services.

1. Purpose

DHS is entering into this outcome based Job Placement Services Agreement in order to provide high quality Job Placement Services to DHS Vocational Rehabilitation (VR) Participants referred to the County by DHS.

2. Definitions

- a. Individualized Plan for Employment (IPE) means a VR plan for employment developed by an eligible Participant in collaboration with a VRC, which addresses the disability-related needs of that Participant regarding the achievement of an employment outcome. The full meaning is set forth in the Code of Federal Regulations (34 CFR 361.45)
- b. Informed Choice means that the Participant is provided information and support services to assist them in decision making throughout the rehabilitation process.
- c. Job Development: means activities completed by the vendor after the acceptance of the Job Placement Strategy Report by the VRC and participant that are needed to obtain placement. Job Development includes all work outlined and accepted in the Referral form, all strategies and methods outlined in the Job Placement Strategies Report, as well as any additional meetings necessary to accomplish the work.
- d. Job Placement: means the placement of a Participant into competitive integrated employment that aligns with the Participants agreed upon vocational goal and hour's participant requests to work as documented in the accepted Referral form and Job Placement Strategies Report.
- e. Job Placement Strategy Report: means the written document that will define the participant's individual conditions for success on the job including number of hours and job type, address the information in the referral form, and outline the unique set of steps the County will take for placement and retention.

- f. **Job Retention:** means an array of individualized services provided by the County while working with the Participant and employer to discern issues, problems and solutions on the job to ensure Participants employment success. Retention has been successfully achieved when the participant has reached 90 days of successful employment and job stability, as defined by VR, has been achieved, whichever comes later. Job retention is not job coaching. See definition for job coaching.
- g. **Job Stability:** means the Participant and employer agree that job is satisfactory, Participant is adequately performing the duties of the job to the participant and employer satisfaction, job continues to match the vocational goal and number of hours as listed on referral, and long term supports, if needed, have been defined and are in place.
- h. **Participant:** means a DHS client or consumer, that is eligible for VR services, and who is in need of, and can benefit from, rehabilitation services to assist in achieving an employment outcome.
- i. **Self-Placement:** means a Participant discovers a job lead, interviews and obtains employment on their own without assistance from a Job Placement specialist. Self-Placement may occur simultaneously as job development.
- j. **Vocational Rehabilitation (VR):** means the office within the Oregon Department of Human Services, responsible for carrying out the responsibilities specified in Oregon Revised Statutes (ORS) 344.510 – 344.690.

3. Standardized Forms

Standardized forms have been created for County by DHS and are required to be used as necessary under this Agreement. Standardized forms can be found on the DHS VR website stated below. Forms may be updated as needed according to programmatic requirements of VR.

The following is the list of Job Placement standardized forms:

- a. Job Placement Referral Form
- b. Job Placement Strategy Report Form
- c. Monthly Job Placement Report Form
- d. Job Placement and Retention Verification Form
- e. Direct Placement Referral Form

- f. Direct Placement Strategy Report Form
- g. Direct Placement Retention Form
- h. Job Coaching Plan & Monthly Report
- i. CBWA or TVA Referral Form
- j. VR On The Job Training Agreement
- k. Community Based Work Assessment Report Form
- l. Targeted Vocational Assessment Report Form

VR Website: <http://www.oregon.gov/dhs/employment/VR/Pages/Index.aspx>

4. Performance Work Statement

The Vocational Rehabilitation Counselor (VRC) will have conducted a comprehensive vocational assessment and utilized other available tools to determine if a Participant will be referred to the County for Job Placement Services or other additional services available under this Agreement.

a. Job Placement Tracks

- 1) Job Placement Track 1- Standard: Participants in this track have the ability and motivation necessary to do the job, but may experience employment barriers that impact their access to available jobs in the market or their ability to maintain credibility with employers or both, which may prevent the employer from recognizing them as viable candidates. Due to these barriers, participants in track 1 will require third party placement assistance, but will not require long term supports.
- 2) Job Placement Track 2 - Supported/Customized: This track is designed for Participants with significant disabilities who demonstrate motivation, but lack the ability to be competitive in the job market, such as difficulty multi-tasking or who demonstrate lower productivity levels than others who perform similar work tasks in a competitive environment. Participants in track 2 will require more flexible strategies, such as, working with employers to facilitate placement, customizing a job description based on existing or unidentified employer needs, developing a set of job duties, modifying work schedule and arranging for provision of job supports.

- 3) Job Placement Track 3 – Intensive Support/Customized: This track is intended for the small number of supported employment consumers who exhibit the most significantly challenging functional limitations. Functional limitations equivalent to Support Intensity Scale (SIS) tier 6 or 7 or 2:1 personal support needs in the community, as documented by Adult Needs Assessment (ANA), Support Needs Assessment Profile (SNAP), similar assessments, Addictions Mental Health (AMH) or other medical sources shall be required. Placements for Track 3 will have the following three levels to approval:
 - a) VRC approval; A copy of the SIS memo issued by Oregon Developmental Disabilities Services (ODDS) in the VR file will serve as documentation necessary to authorize this track of Job Placement Services.
 - b) VR Branch Manager Approval; For Participant's who do not have a copy of the SIS memo in file, but meet other defined criteria above; the VR Branch Manager signature is required on the Referral form prior to delivery to the County.
 - c) VR Administration Approval; Participants that do not meet the defined criteria described above will require approval from VR Administration prior to referral to track 3 Job Placement services. VR Administration signature is required on the Referral form prior to delivery to the County.

b. Job Placement Referrals

- 1) The VRC will utilize the standardized Job Placement Referral form and send the completed referral form via email, fax or USPS to the County. The referral will include the Participant's vocational goal, amount of work hours per week desired by the Participant, disability barriers; predetermined Job Placement track, all other required Services available under this Agreement and additional elements necessary for County to make an informed decision whether to accept or deny the Referral.
- 2) Acceptance or Rejection of the Referral:
 - a) Acceptance:

For referrals accepted by the County, County shall sign the referral form and return the signed form to the referring VRC, along with an invoice requesting payment within 10 business days of receipt of the referral form, or within 10 days of a referral meeting described in subsection 3).

b) Rejection:

If County rejects a referral County shall provide the reason(s) for rejection in writing along with an invoice requesting payment and submit it to the referring VRC within 10 business days of receipt of the referral, or within 10 business days after the completion of the referral meeting.

- 3) VRC, Participant and the County shall meet to discuss the referral with the objective of sharing information such as, assessment results, disability information, vocational goals and interests, family support availability, transportation concerns and any other pertinent information that will assist the County in providing effective services to the Participant, unless the VRC, Participant and the County agree that this meeting is not necessary. The VRC will make the final determination in cases where this is disagreement. No additional payment will be made by DHS for this meeting.
- 4) If a Self-Placement for the Participant occurs within the first 45 days after Referral acceptance, then the Job Placement Strategy Report shall be completed and Job Placement services will end. No further payments will be made after the Job Placement Strategy report payment.
- 5) Participant Portfolio (Portfolio)

The Portfolio will only be utilized at the request of the VRC through the Job Placement referral form at the time of referral for Job Placement services, or through an Authorization for Purchase (AFP) if requested for participants that do not need Job Placement services, but require assistance with resume building, interview skills and application completion. The Portfolio may not be necessary for all Participants or Job Placement Tracks. Completed Portfolio's must be submitted prior to or along with the first monthly Job Placement review report, or within 30 days of AFP acceptance for Participants not referred to Job Placement Services. The

Portfolio will be individualized for each Participant and will include elements as requested by VRC in the referral form and during the Job Placement Strategy Meeting, or as listed in the AFP for participants not referred to Job Placement Services.

Examples of elements that may be requested include a resume, master on-line application in print, video profile, profile page, mock interview skill building and other job preparation activities deemed necessary by the VRC to reach a successful outcome.

Portfolio Acceptance or Rejection

- a) Accepted: VRC determines that Portfolio includes all required elements and is of acceptable quality. County may submit invoice requesting payment upon acceptance.
- b) Rejected: The VRC will reject the Portfolio if it does not include all required elements and is not acceptable quality. VRC will give County an additional 15 days to revise the Portfolio to include all required elements and resubmit for VRC approval.

c. Job Placement Strategies Services

1) Services:

The County shall conduct activities to complete a comprehensive and individualized Job Placement Strategies Report outlining strategies and methods used to achieve successful Job Placement for a Participant. The County shall utilize all information included on the referral form, information provided by the VRC and, conduct meetings with the Participant to discuss in further detail strengths, resources, priorities, concerns, abilities, legal issues, transportation needs, and interests as related to the IPE goal listed on the referral form, as well as, functional limitations and how these impact return to work. Additional activities necessary to complete the Job Placement Strategies Report may include activities such as, field trips and job shadows with the participant in the community to understand and observe behaviors and motivations, and job seeking abilities.

2) Deliverables:

- a) Job Placement Strategy Report (JP Strategy Report): This report is due within 45 days of County's acceptance of the referral. The JP Strategy Report will be completed on a standardized form supplied by VR (see section 3 of this Exhibit A), be individualized, comprehensive and include information such as, method that will be used for employer contact and engagement, how disabilities on the job will be addressed, how Participant will be presented to employers, transportation plan, and details of conditions necessary for success on the job. This report will be submitted to the VRC prior to Job Placement Strategy meeting (see below).

If Participant's vocational goal changes during the course of Job Development activities and the VRC and Participant agree that a new vocational goal is acceptable, the County is responsible for updating the JP Strategy Report to reflect the goal change and new or additional strategies that will be used to obtain and retain a successful placement.

If Self-Placement for the Participant occurs after the first 45 days of referral acceptance, then Job Placement services will continue with a focus on Retention.

- b) Job Placement Strategy Meeting: VRC, County and Participant will meet to review the JP Strategy Report and discuss the specific strategies outlined, determine if the report information matches what was requested in the referral form and the required outcomes of the service.
- c) Job Placement Strategy Report Acceptance or Rejection
- i. Acceptance: The Job Placement Strategy Report is accepted when the VRC, the County and the Participant agree on outlined strategies and services and the report has been signed by the VRC, County and the Participant. County may submit an invoice for payment for this report upon acceptance.

- ii. Rejection: The VRC will reject the Job Placement Strategy Report when outlined strategies do not match referral criteria and are deemed insufficient to meet the unique needs of the Participant.

If the Job Placement Strategy Report is rejected then VRC will give the County an additional 15 days to revise the report to meet the unique needs of the Participant. County may not invoice until report has been accepted.

d. Job Placement Strategy Review & Reports

County shall submit monthly reports after the first full month of Job Development and strategies due no later than the 15th day of the following month.

Expectations are as follows:

- 1) County shall use standardized form(s) provided by VR.
- 2) Only the first monthly report will generate a payment. County must submit invoice along with first monthly report.
- 3) If placement is achieved within the first full month of Job Development, County shall submit the monthly report along with the Job Placement Verification Form to receive the report payment for this step.
- 4) If Job Development lasts 120 days then VRC, County and Participant will meet to discuss and determine if services should continue or what changes need to be made to reach a successful employment outcome. An updated JP Strategy Report will be required if services continue. There will be no additional payment for JP Strategy Report updates. Ongoing monthly reports must be submitted up to Job Retention.

e. Job Placement

- 1) County places Participant into an employment situation that meets the following expectations:

- a) Employment is in a competitive, integrated employment setting as defined by VR.
- b) Employment meets Participant's vocational goal as outlined in the referral form and JP Strategy Report and is approved by VRC and Participant.

If employment does not meet the stated vocational goal, but is acceptable and deemed a good fit by VRC and Participant, then County may update the JP Strategy Report to reflect the new vocational goal.

- c) County submits a Job Placement Verification Form and invoice to the VRC. Participant must be on the job for three work days prior to submitting the verification form and requesting payment for initial placement. If a second placement occurs then the Participant must be on the job for 30 working days prior to submitting verification form and requesting payment. There will be no placement payment beyond the second placement. Updated Job Placement Strategy Reports will be required for each subsequent placement.

2) Acceptance or Rejection

- a) Acceptance

VRC accepts placement when Participant, VRC and County agree the placement meets the vocational goal or revised vocational goal, is appropriate and signs the Placement Verification Form. County submits invoice for payment.

- b) Rejection

If Placement does not meet the above criteria, or placement fails for any other reason, the VRC will evaluate reasons for failed placement and may allow County to attempt an additional placement or choose to end Job Placement Services.

f. Job Retention

County shall submit a Retention Verification Form and invoice to the VRC if the following expectations have been met:

- 1) VRC, Participant, County and employer agree that 90 days of successful employment and Job Stability has been achieved.
- 2) Necessary long term supports have been established for track 2 & 3.
- 3) Job matches vocational plan goal and work hours requested on the Referral Form.

Retention Acceptance or Rejection

- 1) **Acceptance**
VRC accepts retention and signs Retention Verification Form. VRC pays invoice.
- 2) **Rejection**

All elements of successful retention have not been met and invoice is not paid.

g. Additional Services

The following additional Services are optional and up to the DHS VRC to determine if any of them are necessary. These available Services will be requested utilizing specific referral forms as listed in Section 3 above and for those Additional Services that do not have a standardized referral form as specifically described below, the VR Authorization For Purchase (AFP) will be utilized as the referral, and paid at rates identified in Exhibit A, Part 2 Payment and Financial Requirements subsection 1 b or as described specifically described below.

- 1) **Career Exploration:** encompasses a wide variety of activities to help Participants identify areas of vocational interest along with associated strengths and concerns and includes job shadows, informational interviews, labor market surveys, vocational testing and other job related experiences.

- a) Career Exploration services may be utilized, at the request of the VRC, at any time after the Participant has been found eligible for VR services.
- b) On the job Career Exploration services will occur only at integrated employment sites and be developed to match the Participants vocational interests.
- c) RESERVED
- d) County will be required to submit a comprehensive report of its own design to the VRC after completion of each Career Exploration activity.
- e) Career Exploration services provided during Job Placement Services will be considered a strategy of Job Placement services and no additional fee will be paid and no additional report will be required.

If Career Exploration services are provided at the request of the VRC, prior to Referral to Job Placement then a fee will be negotiated between the County and VRC and will be based on fair market value of the service(s).

- 2) Community Based Work Assessment (CBWA) are not expected to be tied to a specific vocational goal and are utilized to address employment related questions that cannot be answered through the VRC's comprehensive vocational assessment, eligibility documentation or any other means.
 - a) CBWA will only be provided by County at the request of the VRC upon receipt of a CBWA Referral form. CBWA will not be provided to Participants that have completed Discovery through the ODDS program. Exceptions may be made for extraordinary circumstances based on VRC recommendation and Branch Manager approval.
 - b) County will meet with the VRC and Participant to discuss the required outcome of the CBWA, determine what information will be obtained through the CBWA and identify the Participants interests and vocational needs to ensure an appropriate CBWA site is chosen by the County.

- c) Utilizing information obtained at the meeting, County shall develop a written plan describing how the CBWA will be performed and monitored utilizing the VR CBWA report form. The plan will clearly describe the desired outcome and how that outcome will be achieved. County will deliver the plan to the VRC within 10 business days after the meeting.
 - i. If VRC accepts the plan then County will proceed with the CBWA.
 - ii. If plan does not adequately describe how outcomes will be achieved then VRC will give County the opportunity to revise the plan and resubmit for approval.
 - d) CBWA's will occur only at integrated employment sites individually developed to match the participants interests and needs as outlined in the agreed upon monitoring plan.
 - e) CBWA's are expected to last no more than four weeks and be a minimum of 16 hours in most cases. No CBWA will exceed 90 hours.
 - f) A maximum of one CBWA will be approved by the VRC per Participant case. Exceptions may be made in extraordinary circumstances based on VRC recommendation and Branch Manager approval.
 - g) Upon completion of the CBWA County will submit a comprehensive report completing the standard VR CBWA report form.
 - h) VRC, Participant and County will conduct a post meeting to review the CBWA results.
- 3) Direct Job Placement: Is the immediate placement of the Participant into competitive, integrated employment that aligns with the Participant's job goal and number of work hours requested, at any point prior to referral for Job Placement services.

- a) If VRC is initiating the Service with the County then the VRC will submit a Direct Placement Referral Form to the County. This form is not required if County is initiating the Service with the VRC.
- b) VRC, Participant and County must agree that the job is a match for the Participant's needs, job choice and number of work hours requested.
- c) County must submit a Direct Job Placement Strategy report that specifies strategies used to successfully retain employment and a Direct Placement Retention Form when retention has been achieved.
- d) Placement fee will be paid upon delivery of invoice by the County. Retention fee will be paid upon delivery of the Direct Placement Retention form and invoice by the County. Payment expectations are as follows:
 - i. Direct Placement fee will be paid after 30 days of successful employment.
 - ii. Retention fee will be paid after 90 days of successful employment.

If employment ends prior to 30 days then no Direct Placement or retention fee is paid.

VRC will decide next steps in the VR process, such as, further assessments, training or referral to Job Placement.

If employment ends between 30 and 90 days, then County may invoice for placement fee, however no retention payment will be made. VRC will decide next steps in the VR process, such as, further assessments, training or referral to Job Placement Services.

If County receives a referral for Job Placement services to continue working with a Participant, then only a second placement fee is allowed. There will be no further placement fees beyond the second placement

If Participant is already employed at the time of referral for services, then County will complete the Direct Placement Strategy Report and Direct Placement Retention Form and only the retention payment will be made.

4) Job Coaching: Direct services authorized by the VRC and provided on the job to teach the participant the essential skills necessary to complete required job tasks beyond what is normally provided by the employer.

a) A job coach will do such things as provide necessary prompts, behavior supports, develop natural supports for long term success and work with employer toward working more effectively with the participant.

Job Coaching services may include on-boarding activities, defined as necessary extensive assistance with activities such as attending new hire trainings, developing strategies to ensure comprehension of new hire expectations, one on one review and study of employee manuals and job related materials. Job Coaching may also include job related tasks such as basic work etiquette, job related time management, hygiene, organization, task analysis, self-advocacy and disclosure. Job Coaching will not include activities of daily living.

b) County shall develop and deliver to the VRC a written plan utilizing the standard Job Coaching Plan and Monthly Report form within the first two weeks of employment. The plan will be individualized for the Participants particular employment situation and will include an analysis and breakdown of tasks necessary to do on the job, how the job coaching will be provided to match the Participants individual learning style, tools and accommodations needed for Participants efficiency on the job, a natural support plan and a fading and transition plan.

c) County will provide an in-depth monthly report utilizing the standard Job Coaching plan and Monthly Report form that demonstrates successes and challenges with all strategies identified in the Job Coaching Plan.

- 5) On The Job Training (OJT) Set Up: OJT is a time specific training in specific job skills by a hiring employer, which is completed as a wage reimbursement to the employer to compensate for additional training required for the participant to meet all skills requirements of the job.
 - a) Set up of an OJT site by the County will be completed at the request of the VRC.
 - b) OJT will be initiated upon employers' agreement to hire a Participant.
 - c) OJT is expected to last no longer than three (3) months.
 - d) VRC and County will utilize the standard OJT agreement form.

- 6) Targeted Vocational Assessment (TVA) is completed in relation to a specific vocational goal and looks at skills and tasks necessary for success in the desired employment fields.
 - a) TVA will only be provided by County at the request of the VRC upon receipt of a TVA Referral form. TVAs may be provided to Participants that have completed Discovery through the ODDS program.
 - b) County shall meet with the VRC and Participant to discuss the required outcome of the TVA, determine what information will be obtained through the TVA and identify the Participants specific vocational goal to ensure an appropriate TVA site is chosen by the County.
 - c) Utilizing information obtained at the meeting, County shall develop a written plan describing how the TVA will be performed and monitored utilizing the standard TVA report form. The plan will clearly describe the desired outcome and how that outcome will be achieved. County will deliver the plan to the VRC within 10 business days after the meeting.
 - i. If VRC accepts the plan then County will proceed with the TVA.

- ii. If plan does not adequately describe how outcomes will be achieved then VRC will give County the opportunity to revise the plan and resubmit to the VRC for approval.
 - d) TVA's will occur only at integrated employment sites individually developed to match the Participants' specific vocational goal as outlined in the agreed upon monitoring plan. TVA's will not be completed at a business owned or operated by the County.
 - e) TVA's are expected to last a maximum of 8 hours.
 - f) A maximum of three TVA's will be approved by the VRC per Participant case and each must assess a different question or vocational goal. Exceptions may be made in extraordinary circumstances based on VRC recommendation and Branch Manager approval.
 - g) Upon completion of the TVA County shall submit a comprehensive report completing the standard TVA report form.
 - h) VRC, Participant and County will conduct a post meeting to review the TVA results.
- 7) Trial Work Experience (TWE): services are utilized only for participants with significant disabilities to conduct exploration of participant's abilities, capabilities and capacity to perform in realistic work situations to determine whether or not there is clear and convincing evidence to support that the severity of the disability will prevent participants from benefiting from VR services in terms of an employment outcome. TWEs are expected to last no more than four weeks and be a minimum of 16 hours in most cases. No TWE will exceed 90 hours.

5. Qualifications

- a. County shall, for all staff that provide direct Employment Services under this Agreement to a referred Participant, obtain as necessary and maintain the following qualifications:

For Job Placement, Career Exploration, Community Based Work Assessment, Direct Job Placement, Job Coaching, On The Job Training, Targeted Vocational Assessment, & Trial Work Experience:

One (1) year documented experience working with individuals with disabilities or one year of human service related experience such as economical disadvantages, employment, abuse and neglect, substance abuse, aging, disabilities, prevention, health, cultural competencies, or housing.

- b. County shall, for all staff that provide direct Job Placement Services (Job Development) under this Agreement to a referred Participant, obtain as necessary and maintain the following qualifications:
 - 1) Complete DHS VR EOPII training within 12 months of Agreement award.
 - 2) Track 1
 - a) Completion of one of the following: DHS Vocational Rehabilitation (VR) Employment Outcomes Professionals II Training (EOPII); IPS approval; Association of People Supporting Employment first (APSE) training, Association of Community Rehabilitation Educators (ACRE) training, or Certified Employment Support Professional (CESP) certification; or a Department approved competency-based employment training; or
 - b) Background/education in sales, marketing or job development; or
 - c) Six months prior experience working as a job developer.
 - 3) For Tracks 2 & 3:
 - a) Be qualified under the Individual Placement and Support (IPS) model; which means a Qualified Mental Health Associate (QMHA) or delivering services under the direct supervision of a QMHP and meeting the following minimum qualifications as authorized by the Local Mental Health Authority (LMHA) or designee: bachelor's degree in a behavioral sciences field; or a combination of at least three years relevant work, education, training or experience; or

- b) As outlined in Executive Order 15-01, demonstrate Job Developer core competencies via completion of a DHS approved, competency based training within one year of agreement execution, including those competencies pertaining to:

Skills assessment	Job matching
Job customization	Job carving
Community building	Mapping and networking
Analyzing labor trends	Identifying patterns in job markets
Identifying incentives for business	Mentoring job seekers

- 4) Complete at least one Department of Human Services (DHS) approved training course per year to maintain competencies.

- c. County shall, for all staff that provide direct Services under this Agreement to a referred Participant, obtain as necessary and maintain the following qualifications:

Job Coaching

- 1) Completion of one of the following: DHS VR EOPII; IPS approval; APSE, ACRE, or CESP certification; or a DHS approved competency-based employment training; or
- 2) Bachelors level degree in Rehabilitation Counseling or Special Education; or
- 3) Six months prior experience as a job coach; or
- 4) Minimum one year experience working in a specific employment field that includes supervisory and/or training duties; or
- 5) Instructional assistant qualified by public school or an ESD.

As outlined in Executive Order 15-01, all job coaches must demonstrate the core competencies of a job coach via completion of a DHS approved core competency based training within 12 months, including skills to:

- Recognize and adapt supports to individual learning styles and needs;
- Conduct task design and accommodations;

- Train instructional and schedule procedures;
- Collaborate with employee, employer, co-workers and support team.

Note: Exceptions can be granted upon request and after reviewed by DHS VR administration.

6. Additional Requirements

- County employees who are directly providing Job Placement Services are required to take VR approved Job Placement training within one year from Agreement execution. If County hires new employees who will be providing direct Job Placement Services they must have completed training at the earliest opportunity as the VR training schedule allows. If and when modifications to the mandatory DHS training are made, County may be required to attend the updated training. Training information can be found on the DHS VR website at: <http://www.oregon.gov/dhs/employment/VR/Pages/Index.aspx>
- If County hires new employees who are to provide direct Job Placement Services under this Agreement, County shall ensure all employees meet the minimum qualifications for the services they will be providing as stated in subsection “d” of Section 3 of this Exhibit; and have completed a criminal history background check to be maintained in an employee file that demonstrates all minimum qualifications have been met.
- The County shall not negotiate with VR Branch Managers, VRCs or VR Support Staff to provide services that are outside of this Agreement.
- County shall maintain a current Criminal History background check on each employee that has direct access to Participants or Participant information. County will be responsible for completing background checks on employees every two (2) years and will maintain a copy of the Background Check results in the employee file. Background checks must be completed through the Oregon State Police background checks unit or DHS’ Background Check Department using the appropriate form 301. County will send a copy to the Contract Administrator of any Background Check that comes back listing an offense. DHS will review the background check materials and if it is determined that an offense was committed that prohibits employment in conjunction with ORS 407 disqualification rules, DHS will not approve a County employee to work under this Job Placement Contract.

County employees that have had previous Oregon State service shall also be referred to the DHS Human Services Department for consideration of employment status and approval to provide Agreement Services prior to performing under this Agreement.

e. Services Coordination and DHS/County Roles:

Each Participant will require a different employment outcome strategy to address the barriers related to their specific Employment Profile and the VRC and Participant will guide the County in its development, implementation and monitoring.

f. If County is currently an Employment Network (EN) with the Social Security Administration, Ticket to Work (TTW) program, and County has not signed the TTW General EN Agreement, as stated in CRF 411.400, with VR, County must have this Agreement signed and in place before County can provide Job Placement services with VR under this Agreement. Please note an Employment Network cannot operate as a vendor with VR and an EN simultaneously under the TTW referral Agreement.

EXHIBIT A

**Part 2
Payment and Financial Reporting**

1. Payment Provisions.

- a. Payments will only be generated through the use of an Authorization For Purchase (AFP). AFPs will be generated by the VRC at the beginning of each step in the Job Placement process that includes a payment and at the initiation of each additional service. The County shall submit a copy of the AFP along with the invoice when requesting payment.
- b. County shall send all invoices to DHS' VRC at the address listed on the AFP, 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.
- c. DHS will make payment to the County from accepted and approved invoices according to the following schedules for achieved milestones and other services.
 - 1) Achieved milestone Payments:

Job Placement Services	Milestone Payment Amount
Job Placement – (Referral)	\$100.00
Participant Portfolio as requested by the VRC	\$200.00
Job Placement Services – Strategy Report & Meeting	Track 1 = \$250.00 Track 2 = \$500.00 Track 3 = \$500.00
Job Placement Services – Strategy Review & Monthly Reports	Track 1 = \$500.00 Track 2 = \$500.00 Track 3 = \$500.00
Job Placement Services – Job Placement	Track 1 = \$1,000.00 Track 2 = \$1,500.00 Track 3 = \$2,000.00
Job Placement Services – Retention	Track 1 = \$1,250.00 Track 2 = \$1,500.00 Track 3 = \$2,000.00

2) Additional Service Payments:

Job Placement Services – Additional Services	Payment Amount
Direct Placement	Placement Fee = \$2,000.00 Retention Fee \$1,500.00
Job Coaching	\$40.00 per hour
Community Based Work Assessment	Flat Fee = \$1,100.00
Targeted Vocational Assessment	Flat Fee = \$300.00
Trial Work Experience	Flat Fee = \$1,100.00
Career Exploration	To Be Negotiated

- d. Costs associated with providing Services (doing business) under this Agreement are the responsibility of the County. Achieved Milestones and payments made for additional services by DHS are the only payments that will be made for Job Placement Services.

2. Travel and Other Expenses.

DHS will not reimburse County for any travel or additional expenses under this Agreement.

EXHIBIT A
Part 3
Special Provisions

1. Confidentiality of Information.

a. Client Information:

- (1) All information as to personal facts and circumstances obtained by the County on the client (“Client Information”) 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.
- (2) The use or disclosure of Client Information shall be limited to persons directly connected with the administration of this Agreement. 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. Non-Client Information:

- (1) Each Party acknowledges that it and any of its officers, directors, employees and agents may, in the course of performing its responsibilities under the Agreement, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Agreement that reasonably could at the time of its disclosure be understood to be confidential shall be deemed to be confidential information of the originating Party (“Confidential Non-Client Information”).
- (2) Confidential Non-Client Information shall be deemed not to include information that:
 - (a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;
 - (b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under the Agreement;

- (c) Is rightfully in the receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under the Agreement;
 - (d) Is obtained from a source other than the originating Party without the obligation of confidentiality;
 - (e) Is disclosed with the written consent of the originating Party; or
 - (f) Is independently developed by the receiving Party's officers, directors, employees and agents who can be shown to have had no access to the Confidential Non-Client Information.
- (3) Nondisclosure. The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.410 to 192.505. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.
- c. Upon request and pursuant to the instructions of DHS, County shall return or destroy all copies of Confidential Information, and County shall certify in writing the return or destruction of all Confidential Information.
 - d. For purposes of this section, "Client" means a recipient of services under this Agreement.

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 five (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 of the Agreement 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 24. "Amendments; Waiver; Consent." of this Agreement.

3. County Requirements to Report Abuse of Certain Classes of Persons.

- a.** County shall comply with, and cause its employees, agents and subContractors to comply with, the applicable laws for mandatory reporting of abuse including but not limited to abuse of the following classes of persons in Oregon:
- Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
- b.** In addition to the requirements of Section 3.a., if law enforcement is notified regarding a report of child abuse, County shall also notify the local Child Protective Services Office of DHS within 24 hours. If law enforcement is notified regarding a report of abuse of elderly, long term care facility residents, adults with mental illness or developmental disabilities, the County shall also notify the local Aging and People with Disabilities Office of DHS within 24 hours.
- c.** If known, the abuse report should contain the following:
- (1) The name and address of the abused person and any people responsible for that person's 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 Participants 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' Participant. County shall establish verification by:

- (1) Having the applicant as a condition of employment, apply for and receive a criminal history check, 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 Participants. If criminal history check 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 Participants 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.

Background Checks must be completed on all staff providing direct services to Participants every two years.

- 5. Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.

6. **Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the DHS office that referred the child or family. The County will make immediate contact with the DHS office when media contact occurs. The DHS office will assist the County with an appropriate follow-up response for the media.
7. **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) 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 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; or

- (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. 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: Clackamas County acting by and through its Health,
Housing and Human Services Department, Health Centers
Division

Jeanne Weber
2051 Kaen Rd, Suite 637
Oregon City, OR 97045
Telephone: 503-742-5350
Facsimile Number: 503-742-5352

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. **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.

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:

- \$1,000,000.00 per occurrence limit for any single claimant; and
- \$1,000,000.00 per occurrence limit for multiple claimants.

3. **Commercial General Liability:**

Required by DHS Not required by DHS.

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 DHS:

Bodily Injury/Death:

- \$1,000,000.00 per occurrence limit for any single claimant; and
- \$1,000,000.00 per occurrence limit for multiple claimants.

AND

Property Damage:

- \$1,000,000.00 per occurrence limit for any single claimant; and
- \$1,000,000.00 per occurrence limit for multiple claimants

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

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 contract) 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
Key Persons

1. County acknowledges and agrees that DHS selected the County as a result of contracts awarded through Request For Applications (RFA) #4059 process, and is entering into this Agreement, in part, because of the qualifications of County referred to as Applicant and County staff referred to as Applicant staff in the RFA.
2. As referred to in RFA #4059, Applicant and Applicant staff are now considered Key Persons for the sake of this Agreement.
3. County shall not replace Key Persons identified in the County's Application to RFA #4059 without DHS' prior consent in the event any Key Persons are no longer available due to death, illness or termination of employment with County. In the event County requests that the DHS approve a replacement Key Person due to death, illness or termination of employment with the County, DHS shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement for such Key Persons. Any such replacement shall have substantially equivalent or better qualifications than the Key Person being replaced.
4. DHS will provide approval in writing either hand delivered or in electronic form. At the time of receipt of the approval, which can be postmarks, evidence of electronic date stamping such as facsimile or email, or delivered in person, any replacement personnel approved by Agency shall thereafter be deemed a Key Person and Exhibit E shall be deemed amended to include such replacement personnel.
5. Administrative Action: Although changes to Key Persons would be considered changes that would require a written amendment to this Agreement, for this Exhibit E only, changes made to Key Persons in the manner described above will be considered an administrative action and the parties agree once DHS approval is provided by the Contract Administrator for this Agreement, the Agreement is deemed amended.

COPY

Richard Swift,
 Director

October 8, 2015

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Agency Service Contract with Northwest Family Services
for PreventNet Community Schools – Urban Sites

Purpose/Outcomes	PreventNet Community Schools in the Urban area of North Clackamas County. Sites include Alder Creek and Rowe Middle Schools, and Milwaukie High School to improve academic performance.
Dollar Amount and Fiscal Impact	\$154,000. No County General Funds are involved.
Funding Source	Oregon Department of Education – State General Fund
Safety Impact	N/A
Duration	Effective July 1, 2015 and terminates on June 30, 2016
Previous Board Action	N/A
Contact Person	Korene Mather
Contract No.	7432

BACKGROUND:

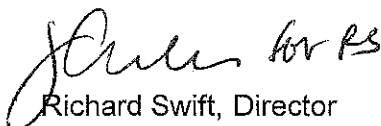
The Children, Youth & Families Division (CYF) of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract with Northwest Family Services for PreventNet Community Schools – Urban sites. Services to be provided under this contract include: case coordination and adult mentoring to improve academic performance and increase school success. This contract has been reviewed and approved by County Counsel as part of the H3S contract standardization project.

The funding for this contract was allocated to the Oregon Department of Education, Youth Development Division at the very end of the legislative session therefore delaying the State’s ability to issue a revenue contract to CYF. CYF was instructed by the State to make provider contracts retroactive to start July 1, 2015.

RECOMMENDATION:

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

Respectfully submitted,


 Richard Swift, Director

Healthy Families. Strong Communities.

AGENCY SERVICE CONTRACT
(Regular Services or Community Development)
(FY15-16)

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

I. SCOPE OF SERVICES

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

Provide PreventNet Community Schools Services at Urban sites, including Alder Creek Middle School, Milwaukie High School, and Rowe Middle School as described in Work Plan Exhibit 1 attached hereto.

- B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to July 1, 2015. This agreement shall terminate June 30, 2016.

II. COMPENSATION AND RECORDS

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

On a cost reimbursement basis as described in Exhibit 3, attached hereto.
Up to a maximum compensation of \$154,000.

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

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

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

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

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

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

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

AGENCY SERVICE CONTRACT

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.
When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.
- B. Special Federal Requirements - Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).
- C. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. AGENCY certifies that it is an independent AGENCY and not an employee or agent of the COUNTY, State, or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the AGENCY.

IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of Agency, and Agency's officers, agents and employees, in performance of this contract
- B. INSURANCE During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:
 - 1. Commercial General Liability Insurance
 Required by COUNTY Not required by COUNTY
AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.
 - 2. Commercial Automobile Insurance
 Required by COUNTY Not required by COUNTY
AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1 Million.
 - 3. Professional Liability Insurance
 Required by COUNTY Not required by COUNTY
AGENCY agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1 Million combined single limit per occurrence/\$2 Million general annual aggregate for malpractice or errors and omissions coverage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The County, at its option, may require a complete copy of the above policy.
 - 4. Additional Insurance Provision

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

AGENCY SERVICE CONTRACT

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

5. Notice of Cancellation.

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

6. Insurance Carrier Rating.

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

7. Certificates of Insurance.

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

8. Independent Contractor Status.

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

9. Primary Coverage Clarification.

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

10. Cross-Liability Clause.

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

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

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

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

1. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.

AGENCY SERVICE CONTRACT

3. If any license or certificate required by law or regulation to be held by the AGENCY to provide the services required by this contract is for any reason denied, revoked, or not renewed.
4. If AGENCY fails to provide services or reports called for by this contract within the time specified herein or any extension thereof; or
5. If AGENCY fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the COUNTY, fails to correct such failures within 10 days or such longer period as the COUNTY may authorize.

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

- E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:
1. AGENCY shall:
 - (a) Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in the performance of this agreement.
 - (c) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
 - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this agreement.
 3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

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

AGENCY SERVICE CONTRACT

insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.
- "The contractor will not discriminate against any employee or applicant for employment because of race, color, or national origin."
- "The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified."
- G. Future Support. The COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.
- H. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of the COUNTY.
- I. Integration. This contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.

EXHIBIT 1
SCOPE OF WORK AND PERFORMANCE STANDARDS

- I. AGENCY shall meet all performance outcomes as outlined in attached Work Plan.
- II. Performance Standards:
 1. **Community Based, Holistic Approach**
 - AGENCY programs and services shall be community-focused, incorporating the greatest level of input from multiple stakeholders, including clients, families, and other agencies.
 2. **Family-Centered Programs**
 - AGENCY programs and services shall involve families in all aspects, recognizing that they are the most important teachers, caregivers, and role models for their children.
 - AGENCY programs and services shall support and strengthen families in providing the foundation for the physical, social, emotional, and intellectual development for their children.
 3. **Establish/Maintain Effective Partnerships**
 - AGENCY, in order to enable data linkages, information sharing, and ongoing collaboration between partners to most effectively meet and address needs, shall ensure that appropriate staff attend CYF contractor's meetings, and training sessions, and participate in other activities as required by COUNTY.
 4. **Implement Research Based Accountability**
 - AGENCY programs and services shall include research-based measurements of success to enable tracking of effectiveness toward meeting planned outcomes. These data shall be monitored by CYF on the Quarterly Work Plan. Quarterly Work Plans are to be submitted on or before dates due:
 - 1st Quarter, Jul 1 – Sep 30: due on Oct 10, 2015
 - 2nd Quarter, Oct 1 –Dec 31: due on Jan 10, 2015
 - 3rd Quarter, Jan 1 – Mar 31: due on Apr 10, 2016
 - 4th Quarter, Apr 1 – Jun 30: due on Jul 10, 2016
 5. **Reflect and Incorporate Diversity**
 - AGENCY, in order to provide programs and services that meet the needs of diverse cultures and people with disabilities, shall complete and submit the Cultural Competency Assessment and Action Plan as required by CYF.
 - AGENCY, in order to provide programs and services that meet the needs of girls, shall complete and submit the Gender Specific Services Assessment and Action Plan as required by CYF.
 6. **Internal Controls**
 - AGENCY shall submit a completed Annual Fiscal Capability Assessment to CYF on or before October 31, 2015.
 7. **Funder Recognition**
 - AGENCY shall demonstrate good faith efforts to acknowledge the COUNTY's Children, Youth & Families Division when communicating with media representatives and when creating and distributing flyers describing services, workshops and other contract related details.

AGENCY SERVICE CONTRACT

8. Resource Expansion

- AGENCY shall demonstrate good faith effort to secure other funding to increase program capacity, enter into collaborative efforts and initiatives, and/or decrease dependence on long-term Children, Youth & Families Division funding.

9. Use of Grant Funds

- No grant funds shall be used, directly or indirectly, to promote or oppose any political committee, or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder.

10. HIPAA Compliance

- If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), AGENCY agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, if the work performed under this Contract is covered by HIPAA, AGENCY shall comply with the following:
 - i. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, AGENCY, its agents, employees and subcontractors shall protect individually identifiable health information obtained or maintained about Department's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. This Contract may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.
 - ii. Data Transaction Systems. Any electronic exchange of information on or after October 16, 2002, between AGENCY and COUNTY to carry out financial or administrative activities related to health care will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). The following types of information exchanges are included: Health care claims or equivalent encounter information; health care payments and remittance advice; coordination of benefits; health claim status; enrollment and disenrollment in a health plan; eligibility for a health plan; health plan premium payments; referral certification and authorization; first report of injury; and health claims attachments. This Contract may be amended to include additional terms and conditions related to data transactions.
 - iii. Consultation and Testing. If AGENCY reasonably believes that the AGENCY's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, AGENCY shall promptly consult the COUNTY's HIPAA officer. AGENCY or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY's testing schedule.

III. Performance Standards-County:

County shall:

1. Evaluate the services provided under this contract primarily by quarterly work plan progress reports. And, also may conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program, policies, procedures and files. The COUNTY shall give written notification of problem areas related to performance under this contract, including requirements and time lines for corrective action.
2. Provide technical assistance to the AGENCY in developing activities to address the needs of minority youth, program contract amendments, wellness referrals, collaborative services, community development projects and resources.

EXHIBIT 2

PAYMENT PROCEDURES AND REPORTING REQUIREMENTS

1. PAYMENT PROCEDURES

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

a) Payment Options:

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

OR

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

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

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

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

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

AGENCY SERVICE CONTRACT

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

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

2. RECORDKEEPING

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

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

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

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

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

3. PROGRAM REPORTS

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

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

4. MONITORING

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

AGENCY SERVICE CONTRACT

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

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

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

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

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

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

5. AUDIT

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

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

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

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

6. CAPITAL PURCHASES

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

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

**EXHIBIT 3
BUDGET**

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

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

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

ADJUSTMENTS

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

Major budget adjustments are defined as:

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

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

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

BALANCES

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

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

**CLACKAMAS COUNTY CHILDREN, YOUTH & FAMILIES DIVISION
MONTHLY FISCAL REPORT (FY 15-16) Exhibit B**

Organization:	Northwest Family Services	Report For: July-15
Service:	PreventNet Community Schools - URBAN	
Program Contact:	Rose Fuller	
Date:	July 1, 2015 - June 30, 2016	

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)									
Site Coordinator @ 3 sites	\$ 103,304.00	\$ 1,200.00	\$ 104,504.00			\$ -	\$ -	\$ -	\$ -
Fringe @ .21	\$ 23,310.00	\$ 262.00	\$ 23,562.00			\$ -	\$ -	\$ -	\$ -
		\$ 1,200.00	\$ 1,200.00			\$ -	\$ -	\$ -	\$ -
		\$ 262.00	\$ 262.00			\$ -	\$ -	\$ -	\$ -
		\$ 1,200.00	\$ 1,200.00			\$ -	\$ -	\$ -	\$ -
		\$ 262.00	\$ 262.00			\$ -	\$ -	\$ -	\$ -
PreventNet Supervisor 3 sites .24	\$ 13,060.00		\$ 13,060.00			\$ -	\$ -	\$ -	\$ -
Fringe @ .21	\$ 3,222.00		\$ 3,222.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Personnel Svcs	\$ 142,896.00	\$ 4,366.00	\$ 147,252.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration									
Bookkeeper/Payroll .06	\$ 2,730.00	\$ 1,437.00	\$ 4,167.00			\$ -	\$ -	\$ -	\$ -
Fringe @ .21	\$ 574.00	\$ 470.00	\$ 1,044.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Administration	\$ 3,304.00	\$ 1,907.00	\$ 5,211.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies									
Supplies/Materials MHS	\$ 1,250.00		\$ 1,250.00			\$ -	\$ -	\$ -	\$ -
Supplies/Materials RMS	\$ 1,250.00	\$ 250.00	\$ 1,500.00			\$ -	\$ -	\$ -	\$ -
Supplies/Materials ACMS	\$ 1,250.00	\$ 250.00	\$ 1,500.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Equipment									
Equipment Maint/Rental		\$ 849.00	\$ 849.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
General Office									
Phone	\$ 1,050.00	\$ 780.00	\$ 1,830.00			\$ -	\$ -	\$ -	\$ -
Insurance(s)	\$ 900.00	\$ 220.00	\$ 1,120.00			\$ -	\$ -	\$ -	\$ -
Other/Direct Audit		\$ 600.00	\$ 600.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Professional Fees & Contract Svcs									
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Travel									
Conferences & Training		\$ 1,200.00	\$ 1,200.00			\$ -	\$ -	\$ -	\$ -
Mileage	\$ 2,100.00	\$ 600.00	\$ 2,700.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Additional (please specify)									
Snacks		\$ 1,200.00	\$ 1,200.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Program Costs	\$ 7,800.00	\$ 5,949.00	\$ 13,749.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ 154,000.00	\$ 12,212.00	\$ 166,212.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

October 8, 2015

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval to Amendment #1 to an Intergovernmental Agreement with the
 Oregon Department of Education, Early Learning Division
to Provide Early Learning Hub Services

Purpose/Outcomes	In order to minimize the disruption of services, this agreement extends the current Early Learning Services agreement to December 31, 2015. The Early Learning program provides research-based early childhood programs, in-home or center based parenting programs, literacy programs, preschool programs, licensed childcare programs or other programs that connect early childhood to kindergarten readiness. An expected outcome associated with this program is an increase in the percentage of children receiving services arriving at kindergarten prepared to learn.
Dollar Amount and Fiscal Impact	The total amended dollar amount is \$701,766.42 which constitutes a \$323,359.42 increase. The increase is to cover expenses for July 1, 2015 through December 31, 2015. A portion of the funds will support Children Youth & Families staffing with the remainder supporting local provider contracts and operating costs.
Funding Source	Oregon Department of Education, Early Learning Division. County is a Vendor under this agreement.
Safety Impact	N/A
Duration	Effective upon signature of all parties and terminates on December 31, 2015
Previous Board Action	Original Agreement was approved on April 20, 2015.
Contact Person	Rodney A. Cook, Director 503-650-5677
Contract No.	7106

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval to amendment #1 of an Intergovernmental Agreement with Oregon Department of Education, Early Learning Division for operation of the Early Learning Hub. Services to be provided under this contract include: Intensive home visiting services, parent training, linkages to positive support groups and primary health care, operation of BabyLink referral service. The target population for these services are children who are at risk of not entering school ready to learn due to factors including but not limited to: living in a household that is at or near poverty, as determined under federal poverty guidelines; living in inadequate or unsafe housing; having inadequate nutrition; living in a household where there is significant or documented domestic conflict, disruption or violence; having a parent who suffers from mental illness, who engages in substance abuse or who experiences a developmental disability or an intellectual disability; living in circumstances under which there is neglectful or abusive care-giving; having unmet health care and medical treatment needs and having a racial or ethnic minority status that is historically

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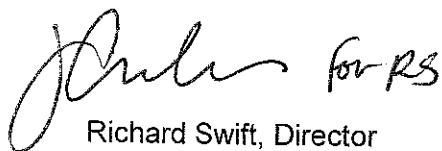
consistent with disproportionate overrepresentation in academic achievement gaps or in the systems of child welfare, foster care or juvenile or adult corrections.

This amendment is to extend the current agreement through December 31, 2015. This amendment has been reviewed and approved by County Counsel on September 29, 2015.

RECOMMENDATION:

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

Respectfully submitted,

 for RS

Richard Swift, Director

Contract Number DASPS-2351-15

**Amendment to
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 is amendment number 1 to Agreement Number **DASPS-2351-15** (the "Agreement") between the State of Oregon, Department of Administrative Services, acting on behalf of the Department of Education (ODE), Early Learning Division (ELD) 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."

RECITALS

WHEREAS, the State of Oregon, DAS PS conducted a Request for Application (RFA) Process #102-2183-14 for Early Learning Hubs;

WHEREAS, Clackamas County, submitted a response to RFP #102-2183-14;

WHEREAS, Clackamas County was selected as an apparent successful applicant;

WHEREAS, DASPS entered into an Agreement #DASPS-2351-15 with Clackamas County effective April 20, 2015;

WHEREAS, the Agreement expired on June 30, 2015, in accordance with its terms; and

WHEREAS, DASPS and County desire to reinstate the Agreement in its entirety and to amend the Agreement (once reinstated) to extend its effectiveness through December 31, 2015 as set forth herein.

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

1. DAS and County hereby reinstate the Agreement in its entirety as of July 1, 2015 and agree that the Agreement was and is in full force and effect from its effective date through the date of this Reinstatement and Amendment.
2. The Agreement is hereby amended as follows:

- a. Revise **Section 1. “Effective Date and Duration”**, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

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 Administrative Services and Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on ~~June 30, 2015~~ **December 31, 2015**. 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.

- b. Revise **Section 3. “Consideration”, subsection a. only**, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$378,407.00~~ **\$701,766.42** 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. Revise **Exhibit A, Part 2., “Payment and Financial Reporting”, Section 1.a. only**, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

- a. As consideration of services provided by County during the period specified in Section 1. Effective Date and Duration, ODE will pay, in accordance with the payment provisions of this Agreement, an amount not to exceed the amount specified in Section 3.a Consideration of this Agreement, to be paid as follows:

From April 2015 through June 30, 2015:

(1) \$103,091.00 per month during the term of the Agreement

From July 1, 2015 through December 31, 2015:

(2) \$39,857.89 per month

~~(2)~~ **(3)** In addition to the amount set forth in subsections (1) and (2) above,

From April 2015 through June 30, 2015:

Up to \$31,134.00 for Great Start Services expenses incurred from the effective date of this Agreement through June 30, 2015, disbursed on an expense reimbursement basis

Up to \$13,000.00 for Family Support Services expenses incurred from the effective date of this Agreement through June 30, 2015, disbursed on an expense reimbursement basis

From July 1, 2015 through December 31, 2015:

Up to \$29,310.22 for Great Start Services disbursed on an expense reimbursement basis

Up to \$54,901.86 for Family Support Services disbursed on an expense reimbursement basis

The foregoing funds may only be expended on the delivery of services under this Agreement and the funds made available for Great Start services may only be expended on the delivery of Great Start Services and the funds made available for Family Support Services may only be expended on the delivery of Family Support Services, **each during the indicated periods.**

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

4. **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 Amendment, 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 Section 6 of this Amendment, County Data , 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/>;
- (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; and
- (7) County is an independent contractor as defined in ORS 670.600.

5. County hereby certifies that the FEIN or SSN provided to ODE is true and accurate. If this information changes, County is also required to provide ODE with the new FEIN or SSN within 10 days.

6. Signatures.

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

Clackamas County:

By:

Authorized Signature	Title	Date
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State of Oregon, Department of Administrative Services, acting on behalf of the Department of Education, Early Learning Division and the Early Learning Council:

By:

Authorized Signature	Title	Date
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Approved for Legal Sufficiency: Approved by Mark Williams via email dated 9/25/2015.

Other required Signatures:

Authorized Signature	Title	Date
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DRAFT

Approval of Previous Business Meeting Minutes:

September 24, 2015

(draft minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, September 24, 2015 – 6:00 PM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION NONE

II. PUBLIC HEARINGS

1. Board Order No. **2015-93** Boundary Change No. CL 15-003 Annexation to Sunrise Water Authority

Chris Storey, County Counsel and Ken Martin, Boundary Change Consultant

~Board Discussion~

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.

MOTION:

Commissioner Savas: I move we approve the Board Order for Boundary Change No. CL 15-003 Annexation to Sunrise Water Authority.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

2. Board Order No. **2015-94** Boundary Change No. CL 15-004 Annexation to Clackamas County Service District No. 1

Chris Storey, County Counsel and Ken Martin, Boundary Change Consultant

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.

MOTION:

Commissioner Smith: I move we approve the Board Order for Boundary Change No. CL 15-004 Annexation to Clackamas County Service District No. 1.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

3. Board Order No. **2015-95** Boundary Change No. CL 15-005 Annexation to Clackamas County Service District No. 1

Chris Storey, County Counsel and Ken Martin, Boundary Change Consultant

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.

MOTION:

Commissioner Savas: I move we approve the Board Order for Boundary Change No. CL 15-005 Annexation to Clackamas County Service District No. 1.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

III. PUBLIC DISCUSSION ITEM

Department of Transportation & Development

1. Marijuana Land Use Issues Discussion

Dan Chandler, County Administration and Mike McCallister, Planning Department, presented the staff report and PowerPoint presentation.

~Board Discussion~

Chair Ludlow opened the public comment portion of this discussion.

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

1. Sue Thoens-Oregon City-Marijuana grower supports marijuana opposed to regulations as drafted
2. Scott Phillips-Portland-Opposed to marijuana regulations as drafted
3. Jean Roberts-Sandy-Supports regulations for marijuana
4. Rocky Roberts-Sandy-Supports regulations for marijuana
5. Lauren Underwood-Sandy-Referral of opt-out measure to voters on marijuana
6. John Underwood-Sandy-Supports marijuana regulations
7. Curt Thies-Boring-Supports marijuana regulations
8. Jerry Schmeltzer-Colton-Supports marijuana regulations
9. Gary Shoultz-Colton-Supports marijuana regulations
10. James Schwartz-Portland-Medical Marijuana grower against regulations as drafted
11. Jerry Ghiglieri-Lake Oswego-Supports marijuana regulations
12. Shirley Morgan-Welches-Referral to voters for opt-out measure on marijuana
13. Ed Mura-Colton-Supports marijuana regulations
14. David Harvey-Welches-Medical Marijuana grower opposed to regulations as drafted
15. Gerrik Latta-Beavercreek-Opposed to some of the regulations as drafted
16. Jeremy Swanlund-Portland-Opposed to marijuana regulations as drafted
17. Douglas Lanphere-Molalla-Opposed to marijuana regulations as drafted
18. Norm Rice-Boring-Supports marijuana regulations
19. Monika Gartner-Boring-Supports marijuana regulations
20. Amy Margolis-Portland-Director of Oregon Cannabis Association. Opposed to the regulations as drafted.
21. Matt Gentry-Portland-Opposed to regulations as drafted
22. Cary Cooper-Estacada-Opposed to regulations as drafted

- 23. Daniel Saffer-Opposed to regulations as drafted
- 24. Vincent Sliwoski-Portland-Opposed to regulations as drafted
- 25. Angela Kopshy-Beavercreek-Opposed to regulations as drafted
- 26. Noah Stokes-Lake Oswego-Security firm that works with grow facilities. Opposed to some regulations as drafted
- 27. John Selegue-Beavercreek-Supports marijuana regulations
- 28. John Farinola-Portland-Opposed to regulations as drafted
- 29. Shane Mckee-Damascus-Opposed to some of the regulations as drafted

~Board Discussion~

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

IV. 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 approve the consent agenda.
Commissioner Smith: Second.
Clerk calls the poll.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Ludlow: Aye – the motion passes 5-0.

A. Elected Officials

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

B. Community Corrections

- 1. Approval of a Contract Amendment No. 4 with Bridges to Change Inc. for Women’s Mental Health Housing and Mentoring Services - *Purchasing*

C. Business & Community Services

- 1. Approval of an Intergovernmental Agreement (License Agreement) between Clackamas County Business and Community Services and the Northwest Economic Research Center (NERC) at Portland State University for Access to the Portland Metro Regional Population and Economic Forecast Reports and Acceptance of a License Agreement to Copy, Display and Distribute the Forecast Reports

V. DEVELOPMENT AGENCY

- 1. Approval of a Contract with Haper Houf Peterson Righellis, Inc. for Consulting Services for Engineering Design and Construction Plans for the Southwest Connector Project - *Purchasing*

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 8:48 PM



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

October 8, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Enter into an Intergovernmental Agreement (IGA) with the City of Oregon City (City) for conduit use and a Service Level Agreement (SLA) for lease of CBX fiber

Purpose/Outcomes	CBX is looking for approval to enter into an IGA with the City for the use of the City's conduit and a SLA for the City to use CBX fiber.
Dollar Amount and Fiscal Impact for CBX	The City will pay an annual fee of \$6,120.00 to CBX for the use of (2) pair of fiber.
Dollar Amount and Fiscal Impact for the City of Oregon City	For the use of the City's conduit, Clackamas County installed a 48 fiber optic cable for the City's ownership and use. The 48 count fiber was installed in 2008 through a Clackamas County capital improvement project.
Funding Source	-The 48 count fiber that was installed for the City was paid for through a capital improvement project by Clackamas County. -The fiber connection for the City to use CBX fiber is funded through a fiber extension by the City.
Safety Impact	N/A
Duration	-The IGA will allow CBX the use of the City's conduit for (20) years that will renew for an additional (10) years if neither party objects. -The SLA for fiber usage is a (1) year contract that automatically renews for an additional (1) year if neither party objects.
Previous Board Action	N/A
Contact Person	Dave Devore (503)723-4996

BACKGROUND:

Clackamas County received a federal grant to develop a dark fiber network throughout Clackamas County. The grant funded a 180 mile dark fiber network throughout Clackamas County between the years of 2010 to 2013. A franchise agreement had been signed between Clackamas County and the City of Oregon City back in March 2013 for CBX to be in the City's right-of-way. This Conduit Use agreement finalizes Clackamas County's fiber deployment in Oregon City and secures the authority to operate within the city limits of Oregon City for a minimum of 20 years. The Service Level Agreement allows CBX to increase its footprint within Clackamas County.

This franchise agreement has been reviewed and approved by County Counsel.

This franchise agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this intergovernmental agreement. This IGA will allow CBX to provide fast effective fiber connectivity to the City of Oregon City at an affordable cost. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Cummings", written in a cursive style.

Dave Cummings
CIO Technology Services

Conduit Use Agreement between the City of Oregon City and Clackamas County

This Conduit Use Agreement (this "Agreement") is entered into as of September __, 2015, by and between the City of Oregon City, a municipal corporation of the State of Oregon (the "City"), and Clackamas County, a political subdivision of the State of Oregon (the "County" and collectively, the "Parties").

RECITALS

WHEREAS, the City currently owns and maintains conduit within the rights-of-way or easements in the City; and

WHEREAS, the County uses City-owned conduit to install fiber optic cable or other communications systems for communication between County facilities as well as part of its Clackamas Broadband Express dark fiber network that may be used by public or private entities to provide communications services, and may desire to use additional City-owned conduit in the future; and

WHEREAS, the City desires to permit the County to continue to use City-owned conduit and facilities under the terms and conditions set forth in this Agreement.

WHEREAS, the County has fiber that connects to and supports traffic lights and related safety equipment on behalf of the City; and

WHEREAS, the County placed a 48-count dark fiber line from 320 Warner Milne Road to 624 7th Street in Oregon City ("OC 48 Fiber") and will transfer ownership of the OC 48 Fiber to the City as consideration for this Agreement;

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

Section 1: Definitions. As used in this Agreement, the following terms have the meanings set forth herein:

- A. "Conduit" means a City-owned underground structure containing one or more ducts in which Fiber may be installed.
- B. "Facilities" means all City-owned vaults, hand holes, junction boxes or any other equipment or facilities required for the County to install, operate, and maintain Fiber or to access Conduit.
- C. "Fiber" means fiber optic cable or other wires or cable designed and used for communications purposes.

Section 2: Rights Granted.

- A. The City hereby grants to the County the revocable, nonexclusive license to install Fiber in Conduit and to use Facilities subject to and consistent with the terms of this

Agreement. This Agreement does not convey any ownership interest in any Conduit or Facilities and does not grant any right or privilege to use any Conduit or Facilities except as expressly permitted by the City pursuant to Section 3. This Agreement does not permit the County to install conduit, Fiber, poles lines, wires, cable or any other equipment or facilities in the City's rights of way other than in Conduit and Facilities and consistent with the terms of this Agreement.

- B. Notwithstanding any other provision of this Agreement, the County agrees to comply with applicable provisions of federal and state laws, rules and regulations, as well as applicable codes, ordinances, orders, resolutions and regulations of the City with respect to the rights and obligations set forth in this Agreement. This Agreement does not grant any authority to provide communications or other services in the City, and the County hereby agrees to obtain any required franchise, license, permit or other authorizations as needed prior to using the Fiber to provide such services.
- C. This Agreement covers only the use of Conduit and Facilities or access to the same owned by the County or the City and the transfer of the OC 48 Fiber to the City, and does not include any related underlying rights, such as franchises, easements or other agreements, that may be owned or held by the County or the City. Neither party is granting privity or an independent right to use third party agreements held by the other for the use of facilities controlled or managed by any entity not a party to this Agreement, including but not limited to Portland General Electric ("PGE"). The parties acknowledge that a portion of the OC 48 Fiber utilizes County attachment space on PGE poles pursuant to a County-PGE agreement (the "PGE Pole Agreement"). The County hereby grants City permission to utilize the County's attachment space under the PGE Pole Agreement for the OC 48 Fiber during the term of this Agreement; provided, however, that if the County ceases to have the PGE Pole Agreement with PGE, it is under no obligation to provide replacement attachment space.

Section 3: Use of Conduit.

- A. Prior to accessing or installing any Fiber in any Conduit or Facilities, the County will submit a written request to the City describing in detail the Fiber to be installed, including but not limited to the number, width, and ownership of Fiber to be installed, and the work required for such installation, including but not limited to any required cutting, breaking or digging in the rights of way and any Facilities the County desires to access or use. The City may request additional information needed to evaluate the request. The City will use its best efforts to respond to the request within fifteen (15) business days. The City may grant or deny the request in its sole discretion. The City and County agree that Conduit and Facilities used by the County as of the effective date of this Agreement, as described in Exhibit A, is permitted as if a request had been filed and granted pursuant to this Section.
- B. For installations in Conduit or use of Facilities after the effective date of this Agreement, the County agrees to comply with the following conditions, each to be performed by the County or its agent, contractor or subcontractor at the County's sole cost:
 - i. Apply for and receive any permits required by the City or other government agency;
 - ii. Install interduct as requested by the City;

- iii. Immediately after installation, test Fiber connections of any City Fiber to ensure no damage to City Fiber if City Fiber and County Fiber share the same Conduit;
 - iv. Promptly repair any damaged City Fiber or other equipment or Facilities as required by the City;
 - v. Promptly repair and restore any damage to the right of way or other property;
 - vi. Provide as-built or butterfly drawings for sections of Conduit and any Facilities where installation occurred or work was performed;
 - vii. If requested by the City, pull City-supplied Fiber through the Conduit the County has been authorized to use; and
 - viii. Pay the compensation, if any, required by the City pursuant to subsection 5.B of this Agreement.
- C. The County may contract with qualified subcontractors for the performance of any installation, maintenance, and repair services contemplated by this Agreement, but the County shall remain ultimately responsible for the performance of such services in accordance with the requirements of this Agreement regardless of whether such services were by the County or its designated subcontractors.
- D. The City is providing the Conduit and Facilities, and the County is providing the OC 48 Fiber, in an "as is" condition. The City is not aware of any damage to the Conduit or Facilities and the County is not aware of any damage to the OC 48 Fiber; however, under no circumstances whatsoever shall the City be held liable for the repair or replacement of any damage discovered by the County during its preparation of, or use of, the Conduit or Facilities. If the County in any way damages the Conduit, Facilities or any other equipment belonging to or managed by the City or a third party, the County shall be responsible for causing any such damage to be repaired at the County's cost and at no cost to the City. In the event of damage to the OC 48 Fiber and County Fiber where the OC 48 Fiber and County Fiber are bundled together and attached to PGE poles, either Party may repair all damaged Fiber and the other Party shall pay its proportionate share of the reasonable repair costs based on the number of Fibers owned by each Party or other reasonable allocation mechanism agreed upon by the Parties.
- E. The County may remove any County Fiber installed in Conduit or Facilities upon at least fifteen (15) days' prior notice to the City and receipt of any permits required by the City or other government agency. Upon removal, the County must immediately test Fiber connections of any City Fiber to ensure no damage to City Fiber if the City and County Fiber share the same Conduit, promptly repair any damaged Fiber, Conduit or Facilities as required by the City, and promptly repair and restore any damage to the right of way or other property.

Section 4: Management, Ownership and Maintenance.

- A. Notwithstanding any other provision of this Agreement, except as set forth in Section 6, in no event does this Agreement create or vest in the County or any other party any right, title or interest in the Conduit or Facilities. The City will manage, maintain and repair its Conduit and Facilities as the City, in its sole discretion, determines is necessary or desirable. If the County believes maintenance or repairs are necessary and the City refuses to make such repairs, the County has the authority to make such repairs at its sole cost, provided the County gives the City at least fifteen (15) days' prior notice and complies with the provisions of subsection 3.B.i and 3.B.iii through 3.B.vi.

- B. Notwithstanding any other provision of this Agreement, except as set forth in Section 6, in no event does this Agreement create or vest in the City or any other party any right, title or interest in County Fiber installed pursuant to this Agreement. The County will be solely responsible for managing, maintaining and repairing County Fiber to prevent any damage to or interference with City Fiber, Conduit or Facilities.
- C. The County shall at its sole cost provide utility locates for the shared Conduit.

Section 5: Compensation. The County agrees to compensate the City for use of Conduit and Facilities as follows:

- A. For all Conduit and Facilities used by the County as of the effective date of this Agreement, as described in Exhibit A, the consideration paid by the County for such use is the provision and installation of the OC 48 Fiber and the transfer of ownership of the OC 48 Fiber to the City. The County will provide documentation of such transfer of ownership as reasonably requested by the City. The County shall not pay any additional compensation for use of the Conduit described in Exhibit A.
- B. For any Conduit and Facilities the County desires to use after the effective date of this Agreement, the City may request reasonable compensation, which may include monetary payment, provision of labor or services to the City related to the Conduit, Facilities or Fiber, or such other compensation determined by the City taking into consideration the County's obligations under subsections 3.B.vii and 4.C. The City shall provide the County with a written determination of compensation with its response to a County request as described in subsection 3.A. Within thirty (30) days of receipt of the determination, the County shall, in writing, accept or reject the compensation determination. In the event the County accepts the compensation determination, the written determination and acceptance shall be an addendum to this Agreement without further action by either party. In the event the County rejects the compensation determination, the County's request to use additional Conduit and/or Facilities shall be deemed denied. The County's rejection of a compensation determination does not terminate or otherwise impact the validity of this Agreement. Notwithstanding any other provision of this Agreement, nothing in the Agreement requires the City to permit the County to use additional Conduit or Facilities after the effective date of this agreement.

Section 6: Term and Termination.

- A. The effective date of this Agreement will be the date it is fully executed by authorized representatives of the City and the County. The initial term for this Agreement will be for twenty (20) years. After the expiration of the initial term, the Agreement shall automatically renew for an additional ten (10) years unless either party gives written notice to the other party of its intent to terminate the Agreement.
- B. Either Party may terminate this Agreement in the event the other Party fails to comply with any material provision of this Agreement ("Breach"), provided that the non-breaching Party shall provide the other Party written notice of the Breach and thirty (30) days to cure. If the Breach is not cured within the thirty (30) day period (or such other period agreed to in writing by the non-breaching Party), the non-breaching Party may terminate this Agreement immediately upon written notice to the other Party.
- C. Upon written notice of termination, the County will remove or, with the consent of the City, abandon in place all County Fiber in the Conduit. If the City concurs with the

County decision to abandon the Fiber in place, all such abandoned Fiber shall become property of the City and the County will have no further ownership interest, liability or obligation with respect to such Fiber. If the County terminates this Agreement prior to September __, 2025 due to a Breach by the City, the City shall disconnect from and cease utilizing the OC 48 Fiber and the City shall reconvey the OC 48 Fiber into the ownership of the County.

- D. Except as permitted to remain in place pursuant to subsection 6.C, the County must remove all County Fiber from the Conduit within one hundred eighty (180) days of the end of the term of the Agreement, or such longer period of time agreed to by the City. Following removal, the County must immediately test City Fiber connections of to ensure no damage to City Fiber and promptly repair any damaged City Fiber (if the City and County Fiber share the same Conduit), Conduit or Facilities as required by the City, and promptly repair and restore any damage to the right of way or other property.
- E. Nothing in this Agreement shall be deemed to require the County to remove Fiber that is not in Conduit or Facilities and that is authorized by a valid franchise or other written authorization from the City to be located in City right of way.
- F. Termination of this Agreement shall not terminate any easements or permissions granted to either Party except specifically those relating to the sharing of conduit as set forth in this Agreement.

Section 7: Insurance and Indemnification. To the full extent permitted by law, the County agrees to indemnify and hold harmless the City, its Commission, officers, employees, and agents from any and all claims, demands, damages, actions, or other harm caused by the County or its agents, including any attorneys fees or other costs of defense. Further, independent of the indemnity obligation, and as may be allowed under law, each party agrees to maintain general liability insurance in an amount not less than Oregon Tort Claim limits applicable to public agencies as set forth in ORS 30.260 – 30.300.

Section 8: Limitation of Liability. Notwithstanding any provision of this Agreement, in no event shall the City be liable to the County for any special, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, arising out of or in connection with use of the Conduit pursuant to this Agreement, including but not limited to transmission interruptions or problems, damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of replacement services, or claims of customers, by any cause whatsoever, including but not limited to breach of contract, breach of warranty, negligence or strict liability.

Section 9: Authority. All parties acknowledge that the persons executing this Agreement on behalf of each entity have the legal power, right, and actual authority to bind their respective entities to the terms and conditions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Conduit Use Agreement effective as of the date set forth above.

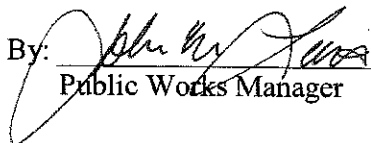
DATED: _____

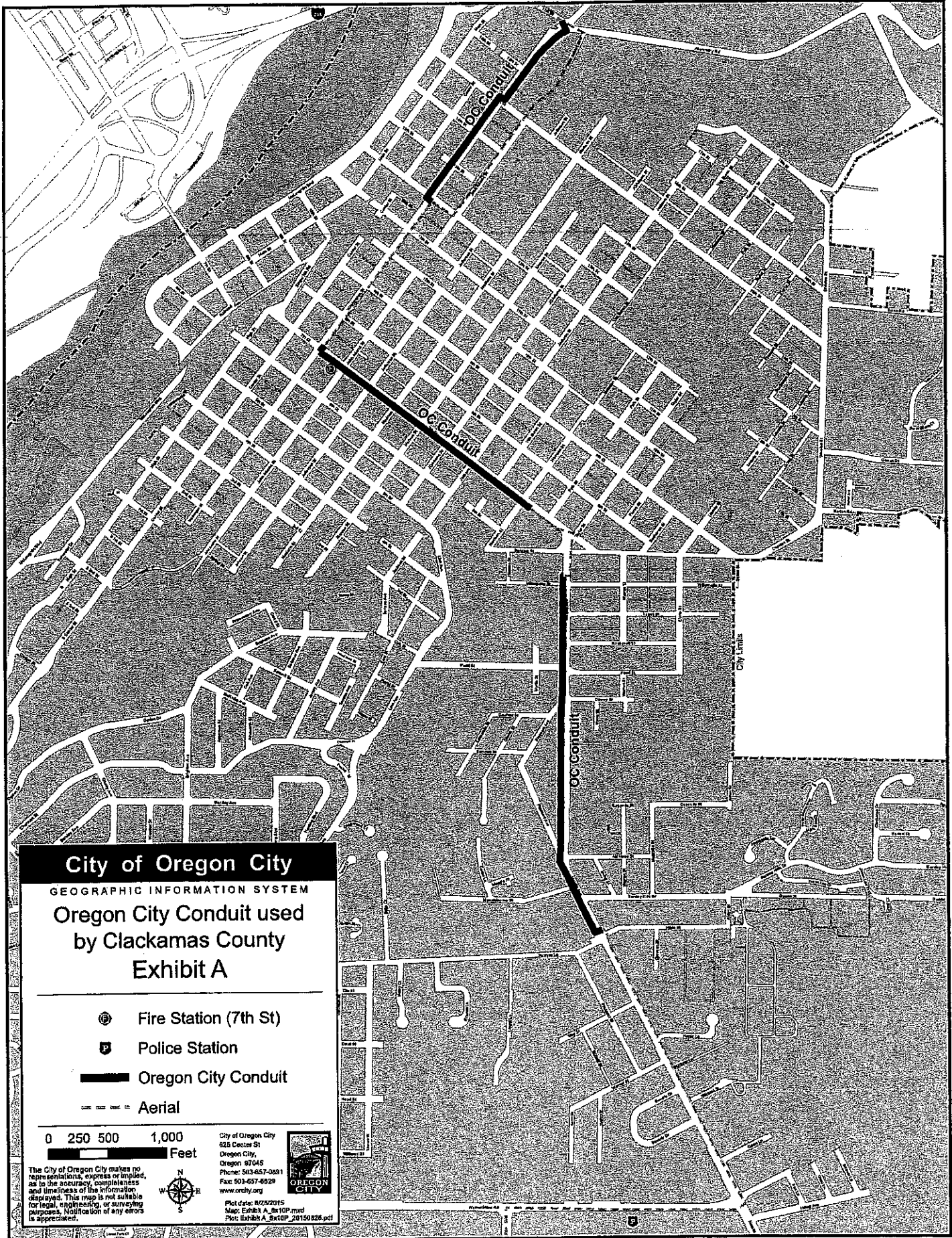
Clackamas County

By: _____
Chair

DATED: 9-29-15

John M Lewis
City of Oregon City

By: 
Public Works Manager



City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

**Oregon City Conduit used
by Clackamas County
Exhibit A**

- ⊙ Fire Station (7th St)
- Ⓜ Police Station
- Oregon City Conduit
- Aerial

0 250 500 1,000
Feet



City of Oregon City
625 Center St
Oregon City,
Oregon 97045
Phone: 503-657-0351
Fax: 503-657-4929
www.ocity.org



Plot date: 8/25/2015
Map: Exhibit A_8x10P.mxd
Plot: Exhibit A_8x10P_20150828.pdf

The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, or surveying purposes. Notification of any errors is appreciated.

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

City of Oregon City
(Customer Name)

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to City of Oregon City (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth their respective rights and obligations with respect to the provision of Services in this Agreement,

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

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises on a path designated by the County.

3. Service Description

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A for the exclusive use of the Customer's communication needs. Each site listed in Appendix A will have a single mode fiber termination.

4. Construction and Installation Requirements

- a. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes. The County and City have entered into that certain Right of Way Use and Franchise Agreement, effective as of December 1, 2012 ("ROW Agreement") and nothing in

this Agreement shall change or be understood to conflict with the ROW Agreement.

- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the County's fiber optic cables used to provide the service to each site.
- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of Customer properties and buildings in connection with the provision of service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment and labor, shall be borne by Customer.
- g. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall: (i) construct Fiber into each Customer building enumerated in Appendix A; (ii) splice fiber into existing County fiber optic resources; (iii) terminate County's optical fiber in each Customer building; (iv) test and certify appropriate Fiber performance at each Customer location; and (v) provide the appropriate "hand-off's" at each location for Customer utilization. Test results for physical connection will be made available upon written request.

5. Term of Agreement

At such time as County completes installation and connection of the necessary facilities and equipment to provide service pursuant to Section 3, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date." Unless terminated with 30 days notice in accordance with Section 23, this Agreement shall continue to July 1 following the date of commencement, and shall be automatically renewed on July 1 of each subsequent year, for a term of one year, at the County's then-current rate schedule.

6. Rates

In return for County providing the services described in this Agreement and

Appendix A for the term indicated in Section 5, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A as it shall be updated from time to time upon mutual agreement of the parties.

7. Payment Options

a. Annual Payments

County shall provide an invoice for twelve months of service (July 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

b. Alternative Payment Frequency

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay semi-annually, quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

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

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

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

10. Content Control and Privacy

Customer shall have full and complete control of, and full responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

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

12. Damage

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

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

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the

provisions of this paragraph and article shall not preclude County or Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to the other party.

14. Consequential Damages

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

15. Public Contracting Provisions

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

16. Non-Appropriation

Notwithstanding any other provisions of this Agreement, the parties agree and understand that any obligation of Customer to obtain services provided by this Agreement is subject to fund availability and appropriation by Customer for such services through its adoption of an annual budget. Should funds not be appropriated or be available from Customer during the term of this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer and County shall comply with all applicable federal, state county and city laws, ordinances and regulations, including regulations of any administrative agency adopted or established during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the

Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.

- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer or County.

19. Termination

- a. This Agreement shall terminate ninety (90) days following written notice by either party.
- b. In the event Customer terminates this Agreement based upon County's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- c. If Customer terminates this Agreement for any reason other than that based on non-appropriation or on County's default or failure to perform without providing ninety (90) days written notice, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.
- d. In the event County terminates this Agreement, County shall reimburse to Customer all amounts paid on the unexpired term of this Agreement. In the event County terminates this Agreement prior to the end of the first year of service, County shall also reimburse to Customer any nonrecurring charges set forth in Appendix A.

20. Default

- 1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party; or
 - b. Failure to pay any sums due under this Agreement.
- 2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Amendment

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

22. No recourse Against the Grantor

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

23. Notice

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

Notice to the County

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

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

IT Supervisor
City of Oregon City
625 Center St
Oregon City, OR 97045
(503) 657-0891

with a copy to

ROW Program Manager
City of Oregon City
625 Center St
Oregon City, OR 97045
(503) 657-0891

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

24. Whole Contract

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

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the date and year first written above.

Clackamas County

By (signature): 

Name: David Cummings

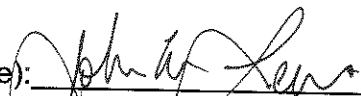
Title: Chief Information Officer, Clackamas County Technology Services

Date: 9-28-15

Customer

Clackamas County Board

City of Oregon City
(Customer Name)

By (signature): 

Name (print): John M Lewis

Title: Director

Date: 8/28/15

By (signature): _____

Name (print): _____

Title: _____

Date: _____