



AGENDA

Thursday, October 9, 2014 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2014-107

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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

1. Update Presentation on the Canby Ferry Centennial Celebration - 1914-2014 (Barb Cartmill, Department of Transportation and Development)

III. DISCUSSION ITEMS *(The following items will be individually presented by County staff or other appropriate individuals. Citizens wishing to comment on a discussion item must fill out a blue card provided on the table outside of the hearing room prior to the beginning of the meeting.)*

~NO DISCUSSION ITEMS SCHEDULED

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

A. Health, Housing & Human Services

- 2 1. Approval of Intergovernmental Agreement No. 146558 with the State of Oregon Department of Human Services, Seniors and People with Disabilities Division for Pilot Project Funding to Evaluate Ride Sharing Applications – *Social Services*
- 3 2. Approval of a Revenue Intra-Agency Agreement with Clackamas County Social Service Division for Access to the Anasazi Software – *Health Centers*

B. Department of Emergency Management

- 4 1. Approval of Fiscal Year 2014 Emergency Management Performance Grant with the State of Oregon

C. Elected Officials

- 5
1. Approval of Previous Business Meeting Minutes – BCC

V. WATER ENVIRONMENT SERVICES

- 6
1. Approval of Amendment No. 1 to the Agreement between Clackamas Service District No. 1 and PLACE Studio, LLC for Landscape Design to the Kellogg Good Neighbor Committee

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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

www.clackamas.us/bcc/business.html



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

October 9, 2014

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

Board of County Commissioners
Clackamas County

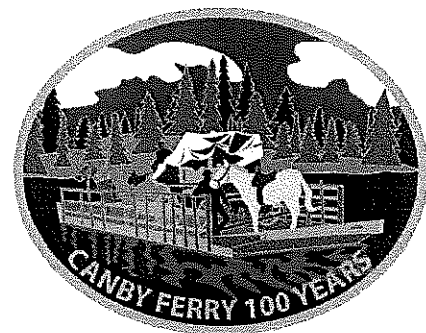
Members of the Board

UPDATE ON CANBY FERRY CENTENNIAL YEAR CELEBRATIONS
1914 - 2014

Purpose/Outcomes	To update the Commission on centennial celebrations for the Canby Ferry.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	The Canby Ferry provides a safe crossing of the Willamette River for riders in more than 80,000 vehicles each year, as well as bicyclists and pedestrians.
Duration	2014
Previous Board Action	On January 9, 2014, the Board of County Commissioners approved a resolution declaring 2014 "Canby Ferry Centennial Celebration Year" in Clackamas County.
Contact Person	M. Barbara Cartmill, Director, Department of Transportation and Development -- 503-742-4326

BACKGROUND:

The Canby Ferry, run by the Transportation Maintenance Division of the Department of Transportation and Development, has been transporting residents, commuters, business people and tourists across the Willamette River between Canby and Wilsonville since 1914. The three-minute, 800-foot crossing saves commuters time and fuel costs, and provides a nostalgic journey for tourists, local residents, shoppers and history buffs.



The first Canby Ferry began operations in September 1914, specifically to help people from the west side of the Willamette River get to the Clackamas County Fair in Canby. The Ferry was so popular that it became a year-round service the following year.

During 2014 DTD has worked with Public & Government Affairs, and Tourism and Cultural Affairs to commemorate and celebrate this historic anniversary. The Canby Chamber of Commerce and the City of Canby, the Canby Historical Society and the Museum of the Oregon Territory have provided valuable assistance to help commemorate this historic milestone with special events and programs throughout 2014.

Activities and events during 2014 have included the following:

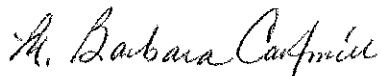
- Canby Ferry Centennial Celebration Year declarations on January 9 by the Clackamas County Board of Commissioners and on January 15 by the Canby City Council
- Articles and trivia quizzes about the Ferry featured in each issue of Citizen News
- Publication of a flyer about the Canby Ferry to share information and encourage riders
- A special program on the history of the Canby Ferry at the Museum of the Oregon Territory in May
- A commemorative centennial year Canby Ferry pass
- A commemorative centennial year geocaching coin produced by the Canby Chamber of Commerce, which will be available this fall
- Canby Ferry Day at the County booth during the Clackamas County Fair
- Centennial Celebration on September 17 with the unveiling of a commemorative plaque on the Ferry and an interpretive history panel on the Ferry landing in Canby.

More information about these activities will be shared at the Business Meeting on October 9.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners express its appreciation to the many people, now and in the past, who have helped the Canby Ferry be a success, including the travelers, the operators, and city and county officials who have supported the Ferry over the past 100 years.

Sincerely,



M. Barbara Cartmill
Director

October 9, 2014

Board of Commissioners,
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement#146558 with The State of Oregon,
Department of Human Services, Seniors and People with Disabilities Division for
pilot project funding to evaluate Ride Sharing applications

Purpose/Outcomes	Test the feasibility of using Ride Sharing applications to improve transportation options for seniors and persons with disabilities who cannot independently meet all of their transportation needs with available personal resources and public services.
Dollar Amount and Fiscal Impact	The maximum grant award is \$49,960. The contract is funded through the State of Oregon, Department of Human Services, Aging and Persons with Disabilities
Funding Source	Dedicated State General Fund - no County General Funds are involved.
Safety Impact	None
Duration	Upon full execution through December 31, 2015
Previous Board Action	None
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	6926

The Social Services Division of the Health, Housing, and Human Services department requests approval of Intergovernmental Agreement#146558 which provides funding for a pilot project that will test the feasibility of using Ride Sharing applications to improve the transportation options for seniors and persons with disabilities who cannot independently meet all of their transportation needs with available personal resources and public services. Access to affordable transportation allows seniors and persons with disabilities to remain living independently in the setting of their choosing.

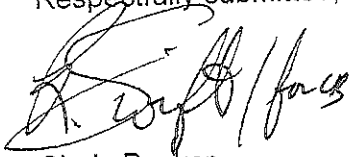
The project will be carried out in two phases. Phase one will determine the barriers to the use of Ride Sharing Applications by the target population and propose ways to overcome those barriers. If phase one is successful, phase two will launch a small scale ride sharing project in at least two areas in Clackamas County; one rural and one urban. This Agreement is the result of a successful innovation grant application submitted on July 8, 2014. The grant application was approved by the County Administrator on July 1, 2014

This Agreement was reviewed and approved by County Council on September 22, 2014. No County General Funds are involved. This agreement is effective upon full execution and terminates on December 31, 2015.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C. Becker" with a stylized flourish at the end.

Cindy Becker
Director

Agreement Number 146558



**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

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

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

Clackamas County Social Services
2051 Kaen Road
Oregon City OR 97045
Attn: Brenda Durbin
Voice: 503-655-8641
Email: brendadur@co.clackamas.or.us

hereinafter referred to as "County."

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

Aging and People with Disabilities, Oregon Department of Human Services
Advocacy and Development
500 Summer St NE
Salem, OR 97301
Bob Weir or delegate
Telephone: 503-947-2321
Facsimile: 503-373-7823
bob.weir@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. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on 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.

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: Project Description
- (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: Grant Proposal Narrative

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 \$49,960. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

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

4. Vendor or Sub-Recipient Determination.

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

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

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

5. County Data and Certification.

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

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: _____ Facsimile: () _____

Federal Employer Identification Number: _____

Proof of Insurance:

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

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

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

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

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

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
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Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(a)

Assistant Attorney General	Date
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Program Office Review:

Approved via email for signature routing	September 18, 2014
Max Brown	Date

Office of Contracts and Procurement Review:

Vincent Dunn, Contract Specialist	Date
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EXHIBIT A
Part 1
Project Description

1. County shall provide the project described in its proposal to RFGP #3808 in Exhibit E.
2. Background and Overview

The Innovations Fund is administered by the DHS Aging and People with Disabilities (APD) program. The Legislature appropriated \$2.3 million for the 2013-2015 biennium with the passage of SB 5529 and HB 5008.

The Innovations Fund is established to finance innovative projects and pilots that, at a minimum, are intended to improve the quality and cost effectiveness of services to seniors and people with disabilities in Oregon. The intent of the Innovations Fund is to support proposed pilots and projects generated outside of state government agencies. State agencies may, however, participate in a limited capacity as unpaid partners in proposed pilots and projects. Examples of State agency partnership include, but are not limited to, a Proposer coordinating services with a local DHS office, a Proposer partnering with a state university or a professional licensing board for a research project, or a Proposer partnering with the Department of Corrections to improve services to individuals as they are released from incarceration.

Accessible, affordable and reliable transportation is a necessity for seniors and younger persons with disabilities who want to remain living independently in the setting of their choosing. Over the past few years, ride sharing applications, available via smart phones, have revolutionized the way people meet their transportation needs. Currently very few older adults utilize Ride Sharing apps and there is no program currently in place that actively promotes the use of Ride Sharing apps to the target populations. Clackamas County Social Services is requesting funding through this grant solicitation for an innovative pilot project that will determine if Ride Sharing apps are a viable alternative for seniors and persons with disabilities who cannot independently meet all of their transportation needs with available personal resources and public services.

The project will be carried out in two phases. Phase One will, through research and focus groups, determine the interest on the part of members of the target populations to using Ride Sharing apps, identify barriers to the use of those applications, and propose strategies to overcome those barriers. Phase Two will launch a small scale ride sharing project in at least two areas in Clackamas County; one rural and one urban. Surveys will be used to determine if the use of Ride Sharing applications increases the ability of members of the target populations to remaining living independently. An estimated 50 individuals will participate in the project either as riders or as drivers.

3. Definitions

For purposes of this Grant Agreement, the terms below shall have the following meanings:

Innovation means improvement in quality, cost effectiveness or both of an existing service to seniors and people with disabilities or an entirely new service intended to improve quality of life for, or more cost effective service delivery to, seniors and people with disabilities, or both.

LTSS means long-term services and supports.

Pilot means a prototype of a new service for seniors and people with disabilities that may be replicated and otherwise expanded in Oregon.

Project means a planned set of activities to design, test and evaluate improvements to existing services for seniors and people with disabilities in Oregon.

Proposal means a written response submitted to DHS in response to RFGP#3808.

Proposer means the person or entity that submits a Proposal to RFGP#3808.

RFGP means Request for Grant Proposals.

4. Activities and Reporting Requirements

- a. County may be asked to attend an Innovations Fund Board meeting and present information on their project and results to date.
- b. DHS may request the opportunity to complete a site visit of the project.
- c. Timeline for the project: 08/01/14-12/31/15
- d. County shall prepare and submit written quarterly project progress reports with County's quarterly invoice submission. County shall submit written quarterly invoices each quarter beginning three (3) calendar months after the execution date of the Agreement. Quarterly reports must address the following:
 - i. Project Coordinator: Hire a project coordinator to staff the project.
Outcome: Project coordinator hired and staff oversight provided.
Timeframe: September 2014-October 2014 and ongoing.
 - ii. Establish Project Steering Committee
Outcome: Project Steering Committee established and regular meetings are held.
Timeframe: September 2014-October 2014 and ongoing.
 - iii. Design and conduct Phase One research and focus groups.
Outcome: Reported results to Phase One questions listed in Exhibit E, Section A.
Timeframe: October 2014-February 2015.
 - iv. Develop processes and procedures identified through research and focus group.
Outcome: Processes and procedures for project finalized.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Payment Provisions.

- a. County shall prepare and submit written quarterly invoices to DHS' Contract Administrator at the address specified on page 1, or to any other address as DHS may indicate in writing to County. County's claims to DHS for overdue payments on invoices are subject to ORS 293.462. Invoices shall include agreement number, date, and invoice number.
- b. DHS will pay County in essentially equal quarterly payments of \$9,992 but not greater than the maximum not-to-exceed amount described in Section 3 Consideration.
- c. DHS will withhold ten (10) percent of the amount of each invoice with the balance to be paid to County upon submission of final report to DHS.

2. Travel and Other Expenses.

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

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

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

2. Amendments.

- a. DHS reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) DHS may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on DHS' satisfaction with performance of the work or services provided by the County under this Agreement.
 - (2) DHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if DHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. DHS further reserves the right to amend the Statement of Work based on the original scope of work of RFP #3768 for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 "Amendments" of this Agreement.

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

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);
 - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
 - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
 - (5) Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520)
- b. County shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to appropriate authorities as a requirement of this Agreement.
- c. County shall immediately report suspected child abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the County shall notify the referring DHS caseworker within 24 hours. County shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. County shall report suspected abuse of the elderly or abuse of patients in a medical or care facility immediately to DHS Aging and People with Disabilities office or to a law enforcement agency.
- e. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person's age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and

- (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. Background Checks.

Contractor shall verify that any employee working with clients referred by DHS has not been convicted of any of the following crimes: child or elderly abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee scheduled to work with DHS' client. Contractor shall establish verification by:

- (1) having the applicant as a condition of employment, apply for and receive a criminal history check from a local Oregon State Police (OSP) office, which will be shared with Contractor, OR

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

Contractor shall determine after receiving the criminal history check, whether the employee has listed convictions, and whether these convictions pose a risk to working safely with DHS clients. If Contractor notes a conviction from any of the above listed crimes on the applicant/employee's record, and Contractor chooses to hire the employee/applicant, Contractor shall confirm in writing, the reasons for hiring the individual.

These reasons shall address how the applicant/employee is presently suitable or able to work with referred DHS clients in a safe and trustworthy manner. Contractor 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 Contractor. Contractor shall establish a personal personnel file and place Contractor's criminal history check in named file for possibility of future DHS review.

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.

8. **HIPAA Compliance.** As a Business Associate of a Covered Entity, DHS must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and DHS must also comply with OAR 943-014-0400 through OAR 943-014-0465. County is a Business Associate of DHS and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504. County's failure to comply with these requirements shall constitute a default under this Agreement and such default shall not be subject to Exhibit B, Limitation of Liabilities.
- a. **Consultation and Testing.** If County reasonably believes that the County's or DHS' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult the DHS Information Security Office. County or DHS may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the DHS testing schedule.
 - b. **Data Transactions Systems.** If County intends to exchange electronic data transactions with DHS or the Oregon Health Authority (OHA) in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, County shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement and shall comply with EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and DHS, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) **Due Authorization.** The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the

breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. DHS represents and warrants as follows:

- (1) Organization and Authority. DHS has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by DHS of this Agreement (a) have been duly authorized by all necessary action by DHS and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which DHS is a party or by which DHS may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by DHS of this Agreement, other than approval by the Department of Justice if required by law.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by DHS and constitutes a legal, valid and binding obligation of DHS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

5. Funds Available and Authorized Clause.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon DHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than DHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. DHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
 - b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by DHS. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to DHS on a DHS-approved form. DHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.
6. **Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and DHS, result in payments to County to which County is not entitled, DHS, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment, subject to Section 7 below. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify DHS that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.
 7. **Compliance with Law.** 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.
 8. **Ownership of Intellectual Property.**
 - a. **Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than DHS or County.

- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, DHS will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to DHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on DHS' behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
 - c. If state or federal law requires that DHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that the DHS or the United States own the intellectual property, then County shall execute such further documents and instruments as DHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or DHS. To the extent that DHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, DHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
 - d. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as DHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.
9. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:
- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
 - b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by DHS to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
 - c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

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

- a. DHS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by DHS herein or in any documents or reports relied upon by County to measure performance by DHS is untrue in any material respect when made.

11. Termination.

a. County Termination. County may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to DHS;
- (2) Upon 45 days advance written notice to DHS, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
- (3) Upon 30 days advance written notice to DHS, if DHS is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to DHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. DHS Termination. DHS may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if DHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of DHS under this Agreement, as determined by DHS in the reasonable exercise of

its administrative discretion. Notwithstanding the preceding sentence, DHS may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces DHS' legislative authorization for expenditure of funds to such a degree that DHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;

- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as DHS may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification;
- (6) Immediately upon written notice to County, if DHS determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

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

12. **Effect of Termination**

a. **Entire Agreement.**

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

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

13. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR

RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

14. **Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
15. **Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that DHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants County or its subcontractor(s) access to such DHS Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
17. **Force Majeure.** Neither DHS nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of DHS or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. DHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of DHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as DHS may deem necessary. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement.

- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
20. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without DHS' prior written consent. In addition to any other provisions DHS may require, County shall include in any permitted subcontract under this Agreement provisions to require that DHS will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. DHS' consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
21. **No Third Party Beneficiaries.** DHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of DHS to assist and enable DHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or DHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the

recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

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

COUNTY: (see page one)

26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
27. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
28. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
29. **Construction.** *[Reserved]*
30. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

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

31. **Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
32. **Stop-Work Order.** DHS may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, DHS shall either:
 - a. Cancel or modify the stop work order by a supplementary written notice; or
 - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

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

33. **Recipients of Grant Funds.** County, as the recipient of grant funds, pursuant to this agreement with the State of Oregon, shall assume sole liability for recipient's breach of the conditions of the grant, and shall, upon recipient's breach of grant conditions that causes or requires the State of Oregon to return funds to the grantor, hold harmless and indemnify the State of Oregon for an amount equal to the funds which the State of Oregon is required to pay to grantor.

EXHIBIT C

Subcontractor Insurance Requirements

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

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

2. **Professional Liability.**

Required by DHS Not required by DHS.

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

Per occurrence limit for any single claimant:

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

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

Per occurrence limit for multiple claimants:

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

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

3. **Commercial General Liability.**

Required by DHS Not required by DHS.

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

Bodily Injury/Death:

Per occurrence limit for any single claimant:

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

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

Per occurrence limit for multiple claimants:

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

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

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2014: ...\$200,000.

From July 1, 2014 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2014: ...\$600,000.

From July 1, 2014 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

4. Automobile Liability.

Required by DHS Not required by DHS.

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

Bodily Injury/Death:

Per occurrence limit for any single claimant:

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

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

Per occurrence limit for multiple claimants:

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

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

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2014: ...\$200,000.

From July 1, 2014 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Contract term through June 30, 2014:\$600,000.

From July 1, 2014 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and County's acceptance of all services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and DHS may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If DHS approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
7. **Notice of Cancellation or Change.** The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
8. **Certificate(s) of Insurance.** County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

Required Federal Terms and Conditions

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

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

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

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; (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).

- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **Agency-based Voter Registration.** County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
14. **Disclosure.**
- a. 42 CFR 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.

EXHIBIT E
Grant Proposal Narrative

**Ride Sharing – Bridging the Digital Divide to
Improve Mobility For Seniors and Persons with Disabilities**

Section A - Project Description

Accessible, affordable and reliable transportation is a necessity for seniors and younger persons with disabilities who want to remain living independently in the setting of their choosing. Over the past few years, ride sharing applications (apps), available via smart phones, have revolutionized the way people meet their transportation needs. Currently very few older adults utilize Ride Sharing apps and there is no program currently in place that actively promotes the use of Ride Sharing apps to the target populations. Clackamas County Social Services is requesting funding through this grant solicitation for an innovative pilot project that will determine if Ride Sharing apps are a viable alternative for seniors and persons with disabilities who cannot independently meet all of their transportation needs with available personal resources and public services.

The project will be carried out in two phases. Phase One will, through research and focus groups, determine the interest on the part of members of the target populations to using Ride Sharing apps, identify barriers to the use of those applications, and propose strategies to overcome those barriers. Phase Two will launch a small scale ride sharing project in at least two areas in Clackamas County; one rural and one urban. Surveys will be used to determine if the use of Ride Sharing applications (apps) increases the ability of members of the target populations to remaining living independently.

The pilot project will answer the following questions.

Phase One

- What technology is currently available that allows for Ride Sharing?
- What are the barriers to using currently available technology by seniors and persons with disabilities?
- Is there additional functionality that needs to be developed to allow for greater participation by seniors and persons with disabilities?
- What is the appropriate role of government and non-profit organizations in Ride Sharing, including the vetting of riders and drivers, providing insurance, and promoting the program?
- How does access to technology and the need for training impact the ability of members of the target populations to use Ride Sharing apps?
- How to ensure the safety of Ride Share users?

Phase Two

- Does the use of Ride Sharing apps increase mobility options for the target population?
- Do project participants report an improvement in their perceived ability to remain living independently?
- Do project participants report an improvement in their quality of life?
- Do project participants report an increase in the ability to use technology?
- What financial support is needed to support a Ride Sharing program?

- Does the use of Ride Sharing apps create greater community connections?

In Phase One, the Project Coordinator will conduct research and hold focus group with rural and urban dwelling seniors and persons with disabilities to determine the answers to the Phase One questions listed above. The work will be guided by a project steering committee comprised of seniors, persons with disabilities, technology experts, and people working in government and the non-profit sector. The committee will include both urban and rural participants.

The information gathered and analyzed in phase one will inform the policies and procedures that will allow for the launch of two Ride Sharing projects. One project will take place in Lake Oswego. The rural area to be served has not yet been identified. Clackamas County will work with the network of 10 Senior Centers operating in the County to identify a rural area that is interested in participating in the pilot project. Marketing and outreach material will be created. A robust evaluation process will be developed that will answer the Phase Two questions. It is estimated that 50 individuals will participate in the pilot project, either as riders or drivers. All riders will be members of the target populations. Drivers may be members of the wider community, including adults younger than age 60 without a disability.

Project Significance

New assistive technology, including ride sharing applications available on smart phones, and computers, offers the possibility that seniors and persons with disabilities can take more control of their transportation at a very low cost while at the same time facilitating stronger connections between community members.

There are several barriers to seniors and persons utilizing currently available technology. These include safety concerns, lack of access to technology, and the need for training. This pilot project will identify barriers to the use of ride sharing applications (apps), investigate opportunities to overcome these barriers, and implement solutions in order to increase transportation options for members of the target populations.

Transportation is an essential need in our society and allows individuals to remain in their own homes and communities while retaining access to essential services and supports. Vulnerable populations experience unique barriers to meeting their transportation needs.

A recent report from Transportation for America titled "Aging in Place: Stuck without Options" shows that as we age and lose the ability to drive, safe transportation options are hard to come by. By age 75, 31% of American seniors no longer drive and must find alternatives. For those living in rural areas and those without strong support networks, social isolation and the inability to meet basic needs is a common outcome of lack of mobility.

Like much of Oregon, Clackamas County is a large, diverse county with limited transportation options

A comprehensive Senior Needs Assessment was conducted in 2010. The assessment included a countywide phone survey conducted by Portland State University, numerous one-on-one interviews, and community asset mapping projects in six communities. Throughout the assessment process, a lack of transportation options was noted as a significant barrier. When

faced with the inability to drive ones self, older residents encounter less than optimal or no viable transportation choices, which makes aging in place more difficult in Clackamas County.

- The countywide survey found that 42 percent of respondents did not think public transportation was adequate.
- The route maps created as part of the community asset mapping process reflected a strong dependence on a personal automobile to access the resources within the community and across the County.
- When asked “What would you like to do but are unable to do?” interviewees overwhelmingly cited transportation as an issue. Responses included “cultural events happen at night when I don’t drive”, “lack of accessible places to park”, “no transportation to Clackamas Aquatic center”, “anything that requires evening transportation or a companion”, “I don’t travel due to the expense”, “can’t take public transportation”, “would like to be in blind bowlers league but need to practice”, “transportation to rifle range”, and “get to the store”. Currently in Clackamas County there is a patchwork of transportation programs available to meet the needs of seniors and persons with disabilities. This includes paratransit services offered by transportation systems, and van and volunteer transportation programs operated by senior centers and Clackamas County Social Services. Even with five transit systems operating in the county, over 28% of the county’s population lives more than ¾ of a mile from a fixed route bus route, making it very difficult for seniors and people with disabilities to access public transit. Some barriers to the use of the current systems include:
 - Public transit is not available throughout Clackamas County.
 - Hours and locations of public transit make it less accessible for many individuals
 - Other transportation resources that are no or low cost are very limited and only available to certain groups.
 - Programs such as the Transportation Reaching People (TRP) program do not offer weekend or evening service.
 - Many services require scheduling rides days, if not weeks, in advance.
 - Financial constraints on service providers limit the ability to meet the growing need.

Like Oregon as whole, Clackamas County is experiencing a demographic imperative to address issues of aging in place. Clackamas County contains a mixture of both rural and urban land and is a large county encompassing 1,868 square miles. The county’s population is estimated at 375,992 based on the 2010 US Census and has grown with an increase in population of 11.1% between 2000 and 2010. While the general population has increased 11% between 2000 and 2010, the population of individuals aged 60+ increased more than 50% during the same time period. According to the 2012 American Community Survey, 9.3% of the population aged 18 to 64 have a disability. Approximately half of the county’s residents live in unincorporated areas, including rural areas. Clackamas County has a diverse population, with approximately 13% of the residents reporting as Hispanic/Latino in ethnicity. Residents aged 65+ number 51,231 (13% of total population).

Maintaining mobility as our communities age is vitally important. Seniors and persons with disabilities who do not have access to transportation are more at risk of losing independence, have poorer health outcomes, and can lose critical social connections that help maintain emotional well being. Special Needs transportation programs in Clackamas County do not meet the needs of all seniors and younger persons with disabilities, and are not funded to meet the current demand. Currently available resources will be stretched even more as the population ages. By creating a system where seniors and younger persons with disabilities can access ride

sharing opportunities, transportation needs can be met in a way that preserves independence and reserves the systems operated by transit systems, non-profits and government for those individuals who need a higher level of assistance.

Numbers to be served by the pilot project

An estimated 50 individuals will participate in Phase Two of the pilot project. This includes both riders and drivers.

Measurable Outcomes

The primary objective of this pilot project is to help individuals remain in their own home or community of their choosing by increasing their transportation options. Outcomes will be measured by questionnaires administered before, during and after program participants engage with the pilot.

- 50% of riders will report an improvement in their perceived ability to remain living independently
- 50% of project participants will report an improvement in their understanding on how to use technology
- 75% of riders will report an improvement in their ability to meet their transportation needs
- 75% of riders and drivers will report a greater sense of community
- 50% of riders will report an improvement in their quality of life.

The specific strategies to achieve the measurable outcomes listed above will be determined in Phase One of the project. Phase One will answer the following questions:

- What technology is currently available that allows for Ride Sharing and which of these technologies is best suited to meet the needs of the target population?
- What training is required to allow members of the target population to use Ride Sharing technology?
- What are the access issues that need to be addressed, including the financial costs of purchasing technology and ongoing monthly charges?
- What systems are needed to promote the safe use of Ride Sharing apps.
- What is the appropriate role of government and non-profit organizations in Ride Sharing, including the vetting of riders and drivers, providing insurance, and promoting the program?
- How does access to technology and the need for training impact the ability of members of the target populations to use Ride Sharing apps?
- How to ensure the safety of Ride Share users?

Replicating the Pilot in other areas

This project is highly replicable and scalable. The project will investigate barriers in both urban and rural communities and will utilize technology that is readily available

Section B – Proposer Capacity and Data Collection

Clackamas County Social Services is the Area Agency on Aging for Clackamas County and has been providing services to seniors and persons with disabilities since 1985. Services provided include Aging and Disability Resource Center (ADRC), Oregon Project Independence (OPI), Options Counseling for individuals seeking information about Long Term Services and Supports, Care Transitions to prevent hospital readmissions, and Gatekeeper services. The agency's Volunteer Connection provides opportunities for county residents to give back and include RSVP, Transportation Reaching People, Family Caregiver Support, Senior Health Insurance Benefits Assistance (SHIBA), and Money Management.

The agency is committed to equitable access for all populations. Examples include:

- ADRC employees speak Spanish.
- Recent targeted outreach to the Russian community has increased the number of Russians calling for Family Caregiver Support services.
- Agency staff participate in LGBTQ outreach efforts and recently staffed an information table at the Pride Parade.
- Interpreters and the language line are available to all staff so diverse populations can access services when needed.
- Visual cues, including a welcoming sign in three languages in the main lobby, and "Safe Space" signs in all public areas, are two examples of how the agency proactively communicates its value of inclusivity.
- The agency has long standing participation in HINT, the Hispanic Inter-agency Networking Team. Spanish and Russian speakers are employed in the Energy Assistance program

Community Partners

The proposal includes the participation of two Senior Centers, one in Lake Oswego and one as yet to be determined in the rural part of Clackamas County. Mary's Woods, a Continuing Care Retirement Community will be hosting focus groups and will be contributing the time of an Encore Career volunteer with expertise in the technology sector. Members from the Disability Services Advisory Council of DHS/APD will participate on the project steering committee, as will a representative from Ride Connection, a regional provider of Special Needs Transportation. The County's Public Health Division will contribute in-kind resources to perform the required external evaluation. A member of the County's Communication office will assist with the development of outreach and marketing materials. As the pilot rolls out, additional partners will be recruited, including faith and service groups whose members are interested in providing rides.

Capacity to Collect Data

Clackamas County Social Services receives funding from over 30 sources, including state, federal, county and foundations. Each funder has unique requirements for data collection and reporting that agency staff successfully meet. A number of databases are utilized to collect data, including RTZ for ADRC activities, Service Point for homeless programs, and Oregon Access.

One example of the agency's ability to collect and report data is the Homeless Management Information System (HMIS). HMIS is a locally administered data system used to record and analyze client data across projects for individuals and families who are homeless or at risk of becoming homeless. Data quality standards are set nationally by the Department of Housing and Urban Development (HUD) and are monitored regularly through a local Data Quality and

Training Plan. For the reporting period of October 2013 through May of 2014, Clackamas County Social Services had an HMIS data quality and accuracy rate of 99.67%.

Definition and measurement of improved quality

The primary objective of this pilot project is to help individuals remain in their own home or community of their choosing by increasing their transportation options. Outcomes will be measured by questionnaires administered before, during and after program participants engage with the pilot.

External entity to provide independent evaluation

The County Public Health Department will be providing the services of an epidemiologist to conduct the evaluation component.

Section C – Workplan and Timeline

The outcome of Phase One is to determine the interest on the part of members of the target populations in using Ride Sharing apps, to identify barriers to the use of those applications and propose strategies to overcome those barriers. This will be accomplished by hiring staff, establishing the project steering committee, and conducting research and holding focus groups.

Activity (Responsible Party)	August 2014	Sept 2014	Oct 2014	Nov 2014	Dec 2014	Jan 2015
Hire Project Coordinator and provide oversight (Director – Clackamas County Social Services)	Develop job description Post job announcement	Complete hiring process	Oversight of staff and project progress	Oversight of staff and project progress	Oversight of staff and project progress	Oversight of staff and project progress (This activity will continue through Phase Two)
Establish Project Steering Committee (Director – Clackamas County Social Services)	Members identified	Regular meetings established	Regular meetings held	Ongoing	Ongoing	Ongoing (This activity will continue through Phase Two)
Answer Phase One questions with research and focus groups (Project Coordinator and Project Steering Committee)		Finalize project parameters	Conduct research and hold focus groups	Conduct research and hold focus groups	Conduct research and hold focus groups	Finalize Phase One recommendations

Phase Two will determine, through the actual experiences of project participants, if the use of Ride Sharing apps increases transportation options and helps individuals to remain living independently.

Activity (Responsible Party)	Feb 2015	March 2015	April – Oct 2015	Nov 2015
Develop processes and procedures identified through research and focus group. (Project Coordinator)	Processes and procedures drafted	Processes and procedures finalized		
Develop evaluation methodology and survey tool (Project Coordinator and Health Dept. Epidemiologist)	Evaluation methodology and survey tool developed			
Develop outreach and marketing materials (Project Coordinator and Communication Officer)	Outreach and marketing materials developed Identify opportunities to conduct outreach and recruitment			
Conduct outreach to potential project participants (Project Coordinator)		Outreach begins	Outreach continues until goal of 50 participants	
Establish two pilot projects (Project Coordinator)	Identify rural area to be served by pilot		Ongoing enrollment of riders and drivers	

Collect baseline and final data (Health Dept. Epidemiologist)			Surveys administered to all project participants upon enrollment and at intervals determined by the project evaluator	
Final Report (Project Coordinator)				Final Report submitted to DHS

Section D – Budget

The primary budget line item for the Ride Share Pilot is staffing costs. A .5 FTE Project Coordinator will be hired to perform the majority of the work for the pilot. A materials and services line item is included that will cover mileage reimbursement and the cost of outreach and marketing materials.

In-kind donations include the cost of the evaluator, the development (but not production) of outreach and marketing materials, technology consultation, and supervisory time.

Budget Activity by Fiscal Quarter

A Project Coordinator will be hired in the first fiscal quarter (August of 2014). Costs for staff salaries and mileage will be expended at a regular rate throughout the project, with roughly 1/6 of the expenditures occurring in each of the project's six fiscal quarters. Expenses for outreach and marketing will occur in fiscal quarters three through five (March 2015 through August 2015).

Grant Funds

Line Item	Description	Budgeted Amount
Staff	.5 FTE Project Coordinator Salary and Fringe	\$38,000
Materials and Services	Mileage	\$1,600
	Outreach and Marketing Materials	\$2,000
Indirect Charges	The agency Indirect Rate is 22%	\$8,360
Total		\$49,960

In Kind Donations

Line Item	Description	Budget Amount
Supervision	.125 FTE of Agency Director Salary and Fringe	\$12,500
Marketing and Outreach	20 hours of assistance from Communications Specialist	\$1,040

	valued at \$52/hour	
Project Evaluation	50 hours of assistance from Public Health Epidemiologist to perform the Project Evaluation valued at \$49/hour	\$2,450
Technology Consultation	Through Mary's Woods, assistance from Rob May, retired technology executive	\$5,000
Total		\$40,990

Title	Salary (Annual)	Fringe (annual)
Project Coordinator (.5 FTE)	\$28,000	No fringe costs for .5 FTE

Phase One

Phase One will be accomplished in six months; from August 2014 to January of 2015. Activities that will occur in Phase One include; hiring staff, establishing project steering committee, performing research and hold focus groups. Costs for Phase One include six months of salary for the Project Coordinator, plus mileage expenses. Total expenditure for Phase One are \$17,985.

Phase Two

Phase Two will be completed between February of 2015 and November of 2015. Activities that will occur in Phase Two include: developing process and procedures for the pilot project, developing the evaluation methodology, developing and distributing outreach and marketing material, operating two pilot projects, collecting and analyzing data, and completing the final report. Costs for Phase Two include salary and fringe for the project coordinator, mileage expenses, and marketing expenses. Total expenditure for Phase Two is \$31,975.

Appendix 1

Project staff roles and contact information

Key Grant Contacts

Brenda Durbin
 Project Officer
 Director
 Clackamas County Social Services
 503 655-8641
 Brendadur@clackamas.us
 PO Box 2950
 Oregon City, OR 97045

Jennifer Snook
 Financial Officer
 Budget Analyst
 Clackamas County Social Services
 503 655-8760
 Jennifersno@clackamas.us
 PO Box 2950
 Oregon City, OR 97045

Roles and Responsibilities

- Hire and provide direct supervision to Project Coordinator Agency Director
- Participate in Steering Committee Responsible for all project activities including: Project Coordinator
- Conduct research
- Hold focus groups
- In partnership with Communication Specialist, develop outreach and marketing materials
- Establish project parameters
- In partnership with Evaluator, establish measurement methodology
- Recruit participants
- Data collection
- Create final report

Job Descriptions

Project Coordinator (.5 FTE)

Position Characteristics

Under general direction, to assist in the planning, development, and coordination of a comprehensive community program to serve clients' needs and meet departmental goals and objectives; to analyze, evaluate, and recommend appropriate courses of action on program proposals based on a thorough understanding of appropriate departmental discipline; and to do other work as required.

Distinguishing Characteristics

This is a journey-level position designed to serve the needs of County departments in both evaluating and improving existing programs, policies, and procedures. This position assists departments in designing and conducting necessary research to develop recommendations for modifications as appropriate. Incumbents work closely with senior level department supervisors, community partners and staff in obtaining input on needs and program effectiveness, and assist in staff training by disseminating new information. Primary responsibilities include coordination and monitoring of resources to evaluate and improve the quality and service provided to the client. Assignments are of moderate scope and difficulty with incumbents possessing backgrounds of specific preparation in the appropriate discipline. Assignments are performed without close supervision, although initial direction and final review of findings and recommendations are provided.

Typical Tasks

Duties may include but are not limited to:

1. Plans, organizes, and conducts studies of program effectiveness to evaluate assets, deficiencies in service, and utilization of staff and fiscal resources.
2. Makes recommendations to increase effectiveness of programs and administration based upon planning studies, reviews of relevant literature and research.
3. Assists in improving, coordinating, promoting, and developing needed resources through maximum utilization of existing community resources.

4. Encourages community resource development through the utilization of community involvement and coordination in the development and implementation of new and modified programs.
5. Establishes and maintains liaison with similar personnel engaged with other local programs and agencies.
6. Prepares and maintains current research information regarding specific programs, as well as funding and grant sources.
7. Conducts special studies and work projects relating to departmental goals, objectives, and specific program performance.

Required Knowledge and Skills

Working knowledge of: Principles, procedures, and techniques of research, program evaluation, and analysis of program design and administration; availability of community and contract resources; departmental policies and procedures as they relate to stated goals and objectives; concepts and principles of human behavior as they relate to the client group and respective program emphasis of a specific department; modern office practices and procedures; budget concepts, basic accounting and mathematical skills and techniques of monitoring expenditures.

Skill to: Assess and present need for service, and establish procedures for effective program appraisal; analyze and evaluate situations accurately and recommend effective courses of action; present comprehensive information in either oral or written form; communicate effectively in public; interpret professional material to lay individuals; conduct staff training in utilizing available programs and assess their effectiveness with departmental personnel and the public; establish and maintain effective working relationships.

Position Description (.125 FTE dedicated to this project)

Director Clackamas County Social Services

Position Characteristics

Under policy direction, to plan, organize, direct and manage Clackamas County Social Services; and to do other work as required.

Distinguishing Characteristics

Clackamas County Social Services provides a wide range of services to individuals, families, and communities through its five work units: Area Agency on Aging, Community Action, Developmental Disabilities, County Veterans Service Office and Volunteer Connection.

The Director of Clackamas County Social Services reports to the Director of Health, Housing and Human Services Department. The incumbent is responsible for fulfilling Division objectives as established by the Board of County Commissioners. The incumbent develops and implements Division goals, objectives, policies and priorities and provides administrative direction to Program Managers.

TYPICAL TASKS

Duties may include but are not limited to the following:

1. Develops and implements new and revised policies; establishes goals, standards and objectives; oversees the preparation of the divisions' annual program plans; represents the County in drafting, introducing, advocating and testifying on legislation related to department activities.
2. Participates in regional, state and municipal organizations, commissions and task forces to promote and coordinate intergovernmental programs; represents the County in drafting, introducing, advocating and testifying on legislation related to department activities. 3. Directs the development of annual and supplemental budgets; presents budget proposals to County budget committee and Board of County Commissioners; oversees the monitoring of revenues and expenditures; researches alternative funding sources including preparing and/or approving grant proposals.
4. Promotes department activities and programs with business associations, citizen groups and the public; evaluates and responds to complaints from employees, citizens and other government agencies.
5. Hires and directs Division management staff to provide quality service to citizens and County staff; prepares performance evaluations; administers progressive discipline; conducts and/or facilitates staff training and development programs; promotes cooperative team efforts among staff and with other County departments.

REQUIRED KNOWLEDGE AND SKILLS

Comprehensive knowledge of: Principles, methods and techniques of public administration, personnel management and budget administration; participative management theories; human services delivery systems; Division operations in assisting the low income, elderly and disabled and veterans.

Thorough knowledge of: Applicable federal, state and local statutes and regulations; funding sources and financing methods; labor relations procedures and collective bargaining practices; federal, state and local government operating methods and procedures; techniques of mediation, negotiation and public relations; principles and techniques of contract preparation, negotiation and administration; techniques of persuasive communication.

Skill to: Communicate effectively, both orally and in writing; prepare and deliver oral presentations to public and private groups; develop persuasive and convincing arguments to promote individual agreement and group consensus on issues and problems; formulate and implement operational and administrative policies; plan, develop and evaluate funding requirements; prepare and justify budget requests and grant proposals; review contracts for compliance with County policies and legal requirements; direct staff in continuous efforts to improve quality productivity and effectiveness; incorporate team participation in decision making; respond to changes desired by citizens and County staff; establish and maintain effective working relationships with outside agencies, elected officials, County employees and the public; understand, interpret and apply Federal, State and local statutes, rules and regulations relevant to Department policies and procedures; train, direct, evaluate and supervise management, professional and technical personnel in multidisciplinary team activities.

Appendix 2

Documentation of partnerships

The Ride Sharing – Bridging the Digital Divide to Improve Mobility proposal includes the participation of two Senior Centers, one in Lake Oswego and one as yet to be determined in the rural part of Clackamas County. Mary's Woods, a Continuing Care Retirement Community will be hosting focus groups and will be contributing the time of an Encore Career volunteer with expertise in the technology sector. Members from the Disability Services Advisory Council of DHS/APD will participate on the project steering committee, as will a representative from Ride Connection, a regional provider of Special Needs Transportation. As the pilot rolls out, additional partners will be recruited, including faith and service groups whose members are interested in providing rides. Letters of support from Mary's Woods, the Lake Oswego Adult Center, and Ride Connection are attached.

October 9, 2014

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of a Revenue Intra-Agency Agreement with Clackamas County Social Services Division (CCSSD), for access to the Anasazi Software

Purpose/Outcomes	Clackamas County Health Centers Division Behavioral Health (CCHCD-BH) will provide access to the Anasazi Electronic Health Record Software to CCSSD.
Dollar Amount and Fiscal Impact	This is a no maximum agreement as the amount is based on number of users.
Funding Source	No County General Funds are involved.
Safety Impact	None
Duration	Effective upon Signature and will continue until terminated.
Previous Board Action	No previous board action
Contact Person	Deborah Cockrell, Health Centers Director – 503-742-5495
Contract No.	6897

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a Revenue Intra-Agency Agreement with Clackamas County Social Services Division. CCHCD currently funds the licensing and maintenance costs of the Anasazi Electronic Health Record Software.

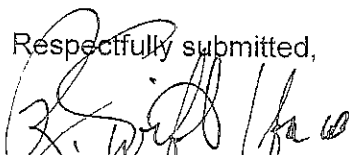
CCSSD utilizes the Anasazi Software in connection with their Developmental Disabled program. This agreement is for CCHCD to receive reimbursement from CCSSD based on the number of users that receive access.

This Agreement is effective upon signature and will continue until terminated.

RECOMMENDATION:

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

Respectfully submitted,


 Cindy Becker, Director

**INTRA-AGENCY AGREEMENT
BETWEEN
CLACKAMAS COUNTY HEALTH CENTERS DIVISION
AND
CLACKAMAS COUNTY SOCIAL SERVICES DIVISION**

Contract # 6897

I. Purpose

This agreement is made between **Clackamas County Health Centers Division (CCHCD)** and **Clackamas County Social Services Division (CCSSD)** to allow CCSSD access to the Anasazi Electronic Health Record software.

II. Scope of Work and Cooperation

Provide access to the Anasazi Electronic Health Record software. Only authorized staff of the CDDP Program will have access to all clients in Anasazi, including Behavioral Health Program clients. Such access will only be used for CDDP eligibility, which includes an application process, eligibility screening, and intake. This level of access will allow view, edit, and write privileges of the:

- Master Patient Index, i.e., entire client list
- All clinical records, documents and forms
- All billing records
- All scheduling information
- Personal Homepages
- Treatment Plans and Interim Service Logs

Authorized Staff

1. CDDP Eligibility Specialist, Case Manager Senior (Stacie Mullins)
2. CDDP Case Manager Aide (Beth Corona)
3. CDDP Eligibility Specialist (Layne Lindquist)

HIPAA Training

All CDDP Program staff will continue to receive annual compliance training, including HIPAA training, as long as they continue to use Anasazi.

III. Compensation

CCSSD agrees to reimburse CCHCD for access to Anasazi Electronic Health Record software as outlined below.

This is a no maximum agreement. CCHCD will submit a request for interfund transfer to CCSSD upon receipt of the annual invoice from Anasazi.

Amount to be paid is determined by total expenses divided by total number of users times the number of users in CCSSD.

IV. Liaison Responsibility

Pat Zullo will act as liaison from CCSSD for this project. Tracy Garell will act as liaison from CCHCD.

V. Amendments

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

VI. Term of Agreement

This agreement becomes effective upon signature and will continue until terminated.

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

This agreement consists of six (6) sections.

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

**CLACKAMAS COUNTY
SOCIAL SERVICES DIVISION**

**CLACKAMAS COUNTY
HEALTH CENTERS DIVISION**



Brenda Durbin, Director

Deborah Cockrell, Director

9-25-14

Date

Date

**CLACKAMAS COUNTY
HEALTH, HOUSING, AND HUMAN SERVICES DEPARTMENT**

Cindy Becker, Director

Date



4
NANCY S. BUSH
DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT

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

October 9, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of FY2014 Emergency Management Performance Grant
between Clackamas County and the State of Oregon

Purpose/Outcomes	The Emergency Management Performance Grant (EMPG) agreement #14-503 will reimburse Clackamas County Emergency Management (CCEM) for up to 50% of pre-identified program costs.
Dollar Amount and Fiscal Impact	The grant agreement total value is \$253,799. The grant is a 50% federal share grant that will reimburse CCEM for up to fifty percent of salaries of six employees, departmental telephone costs and some allocated costs.
Funding Source	FY 2014 Emergency Management Performance Grant via the State of Oregon Military Department, Office of Emergency Management
Safety Impact	The grant dollars assist the program with funding to sustain day-to-day costs and resources that are necessary for declared disasters and emergency events.
Duration	Effective July 1, 2014 and terminates on June 30, 2015
Previous Board Action	The Board approved the application for this grant in study session on June 11, 2014
Contact Person	Nancy Bush, Director – Emergency Management Department, 503-655-8665
Contract No.	Grant number 14-503

BACKGROUND:

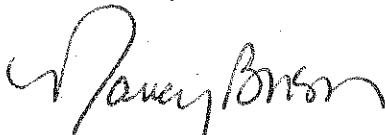
County emergency management programs are required by Oregon Revised Statutes 401. The EMPG is a recurring federal grant program providing limited reimbursement of a portion of the costs incurred in operating local emergency management programs. The funds provided are for the development of an all-hazard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

County Counsel has approved the agreement as to form.

RECOMMENDATION:

Staff respectfully recommends Board approval of the EMPG grant agreement #14-503.

Respectfully submitted,


Nancy Bush, Director

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT
CFDA # 97.042
CLACKAMAS COUNTY
\$253,799
Grant No: 14-503**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM," and **Clackamas County**, hereinafter referred to as "Subgrantee," and collectively referred to as the "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **July 1, 2014** and ending, unless otherwise terminated or extended, on **June 30, 2015** (Expiration Date). No Grant Funds are available for expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**
Exhibit B: **Federal Requirements and Certifications**
Exhibit C: **Subcontractor Insurance**

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

3. **Grant Funds; Matching Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subgrantee an amount not to exceed **\$253,799** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2014 Emergency Management Performance Grant (EMPG) Program. Subgrantee shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subgrantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subgrantee agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2014 Emergency Management Performance Grant Program and how they address identified work plan elements.
 - ii. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
 - iii. Subgrantee may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.
- b. Financial Reimbursement Reports.**
- i. To receive reimbursement, Subgrantee must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant and, if applicable, match expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than 30 days following the end of the grant period.
 - ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
 - iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
 - iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subgrantee agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.
- c. Audit Reports.** Upon request by OEM, Subgrantee shall provide OEM copies of all audit reports pertaining to this Agreement obtained by Subgrantee, whether or not the audit is required by OMB Circular A-133 as described in Section 8.c.i and ii herein.

6. Disbursement and Recovery of Grant Funds.

- a. Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subgrantee for the Project, in accordance with the Emergency Management Performance Grants guidance and application materials, including without limitation the United States Department of Homeland Security Funding Opportunity Announcement (FOA), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and FOA are available at http://www.oregon.gov/OMD/OEM/Pages/plans_train/EMPG.aspx.
- b. Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subgrantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subgrantee is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subgrantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subgrantee has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- c. Recovery of Grant Funds.** Any funds disbursed to Subgrantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subgrantee shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subgrantee shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Subgrantee. Subgrantee represents and warrants to OEM as follows:

- a. Organization and Authority.** Subgrantee is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subgrantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subgrantee of this Agreement (1) have been duly authorized by all necessary action of Subgrantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subgrantee is a party or by which Subgrantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subgrantee of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Subgrantee and constitutes a legal, valid and binding obligation of Subgrantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Subgrantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. NIMS Compliance.** By accepting FY 2014 funds, Subgrantee certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at http://www.oregon.gov/OMD/OEM/Pages/plans_train/NIMS.aspx#Oregon_NIMS_Requirements.

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

8. Records Maintenance and Access; Audit.

a. **Records, Access to Records and Facilities.** Subgrantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subgrantee acknowledges and agrees, and Subgrantee will require its contractors, subcontractors, sub-recipients (collectively hereafter "contractors"), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subgrantee and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

b. **Retention of Records.** Subgrantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) an extended period as established under 44 CFR 13.42. It is the responsibility of Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.

c. Audits.

i. If Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200.21 (OMB Circular A-133). Copies of all audits must be submitted to OEM within 30 days of completion. If Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.

ii. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

iii. Subgrantee shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subgrantee acknowledges and agrees that any audit costs incurred by Subgrantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subgrantee and the State of Oregon.

9. Subgrantee Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. **Subagreements.** Subgrantee may enter into agreements (hereafter "subagreements") for performance of the Project. Subgrantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C).
- i. Subgrantee shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subgrantee shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subgrantee. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subgrantee agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. **Purchases and Management of Property and Equipment; Records.** Subgrantee agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subgrantee or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subgrantee's property or equipment inventory system.
 - ii. Subgrantee's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

- iv. Subgrantee must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subgrantee shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
 - v. Subgrantee must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subgrantee is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subgrantee agrees to comply with 44 CFR Part 13.32.e when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subgrantee shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subgrantee shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subgrantee if Subgrantee provides written certification to OEM that it will use the property and equipment for purposes consistent with the Emergency Management Performance Grant Program.
- c. **Subagreement indemnity; insurance.** *Subgrantee's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subgrantee's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subgrantee's subagreement(s) from and against any and all Claims.*

Any such indemnification shall also provide that neither Subgrantee's contractor(s) nor any attorney engaged by Subgrantee's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subgrantee's contractor is prohibited from defending State or that Subgrantee's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subgrantee's contractor if State elects to assume its own defense.

Subgrantee shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subgrantee, or at such later date as may be established by OEM in such written notice, if:
- i. Subgrantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subgrantee is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subgrantee takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subgrantee's application.
- b. Termination by Subgrantee.** Subgrantee may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subgrantee in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subgrantee; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. GENERAL PROVISIONS

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

With respect to a Third Party Claim for which OEM is jointly liable with Subgrantee (or would be if joined in the Third Party Claim), OEM 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 Subgrantee in such proportion as is appropriate to reflect the relative fault of OEM on the one hand and of Subgrantee 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 OEM on the one hand and of Subgrantee 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. OEM's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if OEM had sole liability in the proceeding.

With respect to a Third Party Claim for which Subgrantee is jointly liable with OEM (or would be if joined in the Third Party Claim), Subgrantee 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 OEM in such proportion as is appropriate to reflect the relative fault of Subgrantee on the one hand and of OEM 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 Subgrantee on the one hand and of OEM 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. Subgrantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subgrantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

- f. **No Third Party Beneficiaries.** OEM and Subgrantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subgrantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subgrantee, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subgrantee or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **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 OEM (or any other agency or department of the State of Oregon) and Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. **Compliance with Law.** Subgrantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Subgrantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS

656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subgrantee shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

- k. Independent Contractor.** Subgrantee shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subgrantee has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subgrantee performs the Project, except as specifically set forth in this Agreement. Subgrantee is responsible for determining the appropriate means and manner of performing the Project. Subgrantee acknowledges and agrees that Subgrantee is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subgrantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

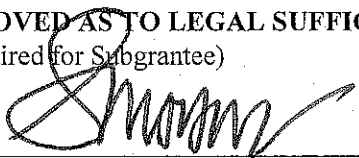
Clackamas County

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subgrantee)

By  _____
Subgrantee's Legal Counsel

Date 9/24/14

Subgrantee Program Contact:
Sarah Stegmuller-Eckman
Clackamas County Emergency Management
2200 Kaen Road
Oregon City, Oregon 97045
503-650-3381
sarahste@clackamas.us

Subgrantee Fiscal Contact:
Judy Anderson-Smith
Clackamas County
2051 Kaen Road
Oregon City, OR 97045
503-742-5442
jsmith2@clackamas.us

OEM

By _____

Sean McCormick
Mitigation and Recovery Services Section Manager, OEM

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(For Grant Funds over \$150,000)

By Keith L. Kutler via email
Assistant Attorney General

Date September 19, 2014

OEM Program Contact:
Kelly Jo Craigmiles
EMPG Program Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22246
kelly.jo.craigmiles@state.or.us

OEM Fiscal Contact:
Dan Gwin
Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22290
dan.gwin@state.or.us

EXHIBIT A

Project Description and Budget

I. Project Description

The FY2014 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2014 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subgrantee's jurisdiction. The funds from this agreement are meant to supplement a portion of Subgrantee's day-to-day operational costs for Emergency Management, as outlined in Subgrantee's approved Work Plan. The Work Plan may be updated upon approval by OEM.

II. Budget

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

Grant Funds:	\$253,799
Match Funds:	\$253,799
Total Budget:	\$507,598

Personnel	\$507,598
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Total (Grant plus Match)	\$507,598
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EXHIBIT B

Federal Requirements and Certifications

I. General. Subgrantee agrees to comply with all federal requirements applicable to this Agreement, including without limitation financial management and procurement requirements and maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), the Office of Management and Budget (OMB) Circulars, Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (44 CFR Part 13.35). Subgrantee shall establish procedures to provide for effective use and dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying.** Subgrantee is required to comply with 44 CFR Part 18, *New Restrictions on Lobbying*. The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. Subgrantee understands and agrees that no funds provided under this Agreement may be expended in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. These lobbying prohibitions can be found at 31 USC § 1352.
- C. Compliance with Applicable Law.** Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 44 CFR Part 13, including without limitation:
 - a. Using Grant Funds only as allowed by 44 CFR 13.22 (a) and in accordance with applicable cost principles described in 44 CFR 13.22(b), including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies;
 - b. Actively tracking and monitoring property and equipment purchased by Subgrantee or its contractors in whole or in part with Grant Funds, and 44 CFR Part 13.32(e) when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 2. OMB Circular A-102, Grants and Cooperative Agreements With State and Local Governments.
 3. Audit Requirements set forth in 2 CFR 200.21 (OMB Circular A-133).

4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
5. USA Patriot Act of 2001, as amended, 8 USC § 1105, 1182, 1189.
6. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
7. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
8. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subgrantee may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

1. **Non-discrimination and Civil Rights Compliance.** Subgrantee, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, as amended, and related nondiscrimination regulations in 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, as amended.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12189.
 - d. Age Discrimination Act of 1975, 42 USC § 6101.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.

If, during the past three years, Subgrantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subgrantee must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subgrantee, or Subgrantee settles a case or matter alleging such discrimination, Subgrantee must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.

2. **Equal Employment Opportunity Program.** Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subgrantee must maintain a current copy on file.
3. **Services to Limited English Proficient (LEP) Persons.** Subgrantee, and any of its contractors and subcontractors agrees to comply with the requirements of Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and

resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subgrantee must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subgrantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

1. Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
 - b. National Historic Preservation Act, 16 USC § 470 et seq.
 - c. Endangered Species Act, 16 USC § 1531 et seq.
 - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subgrantee shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subgrantee, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.

- F. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subgrantee must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

G. Drug Free Workplace Requirements (2 CFR Part 3001). Subgrantee agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, as amended, (41 USC § 701 et seq.), which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subgrantee must notify this office if an employee of Subgrantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

H. Human Trafficking (2 CFR Part 175). Subgrantee, employees, contractors and subrecipients under this Agreement and their respective employees may not:

1. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
2. Procure a commercial sex act during the period of time the award is in effect; or
3. Use forced labor in the performance of the subgrant or subgrants under the award.

Subgrantee must inform OEM immediately of any information Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. Subgrantee must include these requirements in any subgrant made to public or private entities.

I. Fly America Act of 1974. Subgrantee agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

J. Activities Conducted Abroad. Subgrantee agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

K. Acknowledgement of Federal Funding from DHS. Subgrantee agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

L. Copyright (44 CFR Part 13.34). Subgrantee agrees to comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subgrantee grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Subgrantee

shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award.

- M. Use of DHS Seal, Logo and Flags.** Subgrantee agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- N. Personally Identifiable Information (PII).** Subgrantee, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- O. Federal Debt Status.** Subgrantee shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subgrantee shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. 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 State. Subgrantee shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subgrantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subgrantee shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subgrantee permit work under a subagreement when Subgrantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subgrantee is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance 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). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

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

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.**

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 OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, 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.

"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 Subgrantee'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 OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

CERTIFICATE(S) OF INSURANCE. Subgrantee 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.

5

Approval of Previous Business Meeting Minutes:
September 18, 2014

(minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at <http://www.clackamas.us/bcc/business.html>

Thursday, September 18, 2014 - 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
Housing Authority Commissioner Paul Reynolds**

EXCUSED: Commissioner Tootie Smith

I. CALL TO ORDER

- Roll Call

Commissioners Smith is out of the office and will not be in attendance this evening.

- Pledge of Allegiance

Special Presentation: Nancy Bush, Emergency Management Director, stated on Tuesday, September 16th the Board unanimously approved Board Order 2014-86, Declaring a Local State of Emergency in response to the 36 Pit Fire in the Estacada area. She explained the Emergency Declaration and gave an update on the fire.

Chair Ludlow announced the Board will Recess as the Board of County Commissioners and Convene as the Housing Authority Board for the next item

I. HOUSING AUTHORITY CONSENT AGENDA

Chair Ludlow asked the Clerk to read the Consent Agenda by title, he then asked for a motion.

1. In the Matter of Writing off Uncollectable Accounts for the First Quarter of Fiscal Year 2014-2015

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority Consent Agenda.

Commissioner Bernard: Second.

Clerk calls the poll:

Commissioner Reynolds: Aye.

Commissioner Bernard: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye - the motion passes 5-0

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

II. PRESENTATION

1. Presentation Recognizing the Winners of the Safe Communities Safe Driving Media Contest

Joe Marek, Traffic Engineering and Patty McMillan, Safe Communities presented the staff report and showed a PowerPoint presentation. Patty introduced the three winners of the Safe Driving Media Poster contest – Melody Xu, Lake Oswego High School, Karlee Edwards, Sandy High School and Ellen Scharff, Rex Putman High School.

III. CITIZEN COMMUNICATION

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

1. Patti Zauala, Portland - spoke regarding the Hispanic Interagency Networking Team (HINT).
2. Jeff Caton, Happy Valley – spoke in support of Peer Wellness and Work Initiative receiving a small grant.
3. Pat Russell, Milwaukie – increased traffic near Milwaukie Elks on McLoughlin due to the Milwaukie Light Rail.
4. Rick Cook, Lake Oswego – issues regarding the Stafford Hamlet.
5. Carol Lameda, Lake Oswego – issues regarding the Stafford Hamlet.
6. Dave Adams, Stafford - issues regarding the Stafford Hamlet.
7. Les Poole, Gladstone – issues regarding Metro.
8. Maryanna Moore – increased traffic near Milwaukie Elks on McLoughlin due to the Milwaukie Light Rail.
9. Thelma Haggemiller, Oak Grove – safety issues and increased traffic near Milwaukie Elks on McLoughlin due to the Milwaukie Light Rail.

~Board Discussion~

IV. BOARD DISCUSSION ITEMS

Administration

1. Resolution No. **2014-90** Adopting Performance Clackamas, the Clackamas County Strategic Plan
Dan Chandler, Strategic Policy Administrator presented the staff report including a PowerPoint presentation.

~Board Discussion~

Chair Ludlow asked for a motion.

MOTION:

Commissioner Bernard: I move we adopt the Resolution for Performance Clackamas, the Clackamas County Strategic Plan.

Commissioner Schrader: Second.

~Board Discussion~

Clerk calls the poll:

Commissioner Bernard: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye - the motion passes 4-0

V. CONSENT AGENDA

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

MOTION:

Commissioner Bernard: I move we approval the consent agenda.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

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

A. Health, Housing & Human Services

1. Board Order No. **2014-91** Approval of Mental Health Director's Designee to Authorize a Custody Hold Under *ORS 426.233 – Behavioral Health*
2. Approval of an Agency Service Contract with Cascadia Behavioral Healthcare for Supported Employment and Crisis Respite Services – *Behavioral Health*
3. Approval of Amendment No. 1 to an Intergovernmental Agreement with the State of Oregon, Department of Human Services, Office of Child Welfare Programs for Alcohol and Drug Screenings and Case Management Services – *Behavioral Health*
4. Approval of a Renewal Intergovernmental Agreement with Washington County, for the Cities Readiness Initiative Program – *Behavioral Health*
5. Approval of an Intra-Agency Agreement with Clackamas County Health Centers, Behavioral Health Clinic for Supported Employment Services – *Behavioral Health*
6. Approval of an Intergovernmental Agreement with the State of Oregon, Department of Education Youth Development Division- *Children, Youth & Families*

B. Department of Transportation & Development

1. Board Order No. **2014-92** for the Abandonment of the Legalization Process for a Portion of Megan Avenue, County Road Number 2581 (DTD No. 63002)
2. Approval of Intergovernmental Agreement No. 30296 with Oregon Department of Transportation for the Right-of-Way Services for the East Barlow Trail Road at Milepost 6 Project

C. Emergency Management

1. Approval of a Cooperative Agreement with Skyview Acres Water Company for the Use of the Clackamas County Emergency Notification System

D. Elected Officials

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

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 8:20 PM

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



October 9, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 1 to the Agreement to Furnish Products and Services between Clackamas County Services District No. 1 and PLACE Studio, LLC for Landscape Design to the Kellogg Good Neighbor Committee

Purpose/Outcome	Amendment No. 1 is for a contract with PLACE Studio, LLC for additional landscape design services for the Kellogg Water Treatment Plant to the Kellogg Good Neighbor Committee.
Dollar Amount and Fiscal Impact	The maximum contract value is increased by \$5,335 to a revised total contract value of \$36,035. The contract is funded through the Kellogg Good Neighbor Fund.
Funding Source	The Kellogg Good Neighbor Fund - no County General Funds are involved.
Safety Impact	None
Duration	Effective upon approval and terminates on June 30, 2015
Previous Board Action/Review	The original contract was approved by the Interim Director of Water Environment Services on March 10, 2014
Contact Person	Gail Shaloum, Project Manager – Water Environment Services – 503-742-4597
Contract No.	

BACKGROUND:

The Clackamas County Board of County Commissioners, acting as the governing board for Clackamas County Service District No. 1 (CCSD #1), signed a 25-year wastewater treatment agreement with the City of Milwaukie (City) in 2012 that includes a Good Neighbor policy protecting the interests of residents and businesses near the Kellogg Water Pollution Control Plant. CCSD#1 created a fund to carry out the policy, in which CCSD#1 deposits \$1.00 per EDU of the City's connections. The Kellogg Good Neighbor Committee (KGNC) was created by the Milwaukie City Council by resolution on February 5, 2013. The Committee's purpose is to recommend to the City Council how the Good Neighbor funds should be prioritized and spent. The City then makes a formal recommendation and request to allocate funds for a particular project, which is then evaluated and approved by CCSD#1.

The first project to be undertaken with this funding is landscaping around the perimeter of the Plant. The project is to increase the vegetation around the perimeter of the fence to better screen the plant from park users.

The KGNC and the City have requested that CCSD#1 contract with the selected firm and manage the consultant work. Milwaukie City Council approved a resolution on January 7, 2014 accepting the recommendation of the KGNC to use the Good Neighbor Fund to fund the design and installation of landscaping for the purpose of providing a visual and odor screening of the Kellogg Treatment Plant. Council approved expenditures of up to \$150,000. The City Public Works Director submitted a formal letter requesting CCSD#1 to provide the final action needed to secure the funding and move forward with the recommended project. CCSD#1 staff evaluated the request and determined it to be consistent with the purpose the Good Neighbor Fund.

The original project includes working with the public on goal setting, developing a general master plan, conducting a public open house, preparing a detailed planting plan including construction documents, permitting and technical assistance during construction. The KGNC received proposals from five firms, and selected PLACE Studio LLC for the project for a contract amount of \$30,700.

Amendment No. 1 extends the services to be provided, including a phasing plan, flagging of trees to be removed, and developing a performance specification for irrigation. This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve this amendment and authorizes J. Michael Read, WES Interim Director to sign on behalf of Clackamas County Service District No. 1.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "J. Michael Read, for".

J. Michael Read
Interim Director

**AMENDMENT No. 1
TO
AGREEMENT TO FURNISH PRODUCTS AND SERVICES
TO
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

This AMENDMENT NO. 1 to the AGREEMENT TO FURNISH PRODUCTS AND SERVICES (this "Amendment No. 1") is made and entered into on _____, 20____, by and between CLACKAMAS COUNTY SERVICE DISTRICT NO.1 ("District"), and PLACE Studio LLC, a limited liability company ("Vendor"), for performing services for master planning, design and permitting, and technical support during construction for landscaping at the Kellogg Creek Water Pollution Control Plant, hereinafter referred to as the "Project."

WHEREAS, the parties entered into that certain Agreement to Furnish Services dated March 10, 2014 for the Kellogg Landscape Master Plan, (the "Agreement"); and

WHEREAS, the parties desire to continue and extend the services provided under the Agreement by expanding the arrangement to include construction observation visits, developing an irrigation performance specification and preparing a phasing plan, in addition to increasing the maximum compensation contained therein;

NOW, THEREFORE, for good and sufficient consideration, the parties hereby agree that:

1. To reflect the addition of services, Exhibit A of the Agreement is supplemented with the following:

See Exhibit A – Amendment, attached hereto and incorporated by reference.

2. To reflect an increase of total compensation by \$5,335.00, the Agreement's Paragraph 5.1.1 is hereby replaced in its entirety with:
 - 5.1.1 The DISTRICT agrees to pay the VENDOR an amount not to exceed **Thirty-Six Thousand Thirty Five and 00/100 (\$36,035.00)** for the Services upon achievement of milestones set forth in the Schedule. Notwithstanding anything else to the contrary herein, the total compensation under this Agreement shall not exceed **Thirty-Six Thousand Thirty-Five and 00/100 (\$36,035.00)** without prior written approval of the District.
2. The District and the Vendor ratify the remainder of the Agreement and affirm that no other changes are made hereby.

In witness thereof, the parties execute this Amendment No. 1 as of the date set forth above.

[Signature Page Follows]

VENDOR

CLACKAMAS COUNTY SERVICE
DISTRICT NO. 1

PLACE Studio LLC

Company


Authorized Signature

J. Michael Read, Interim Director

735 NW 18th Ave.

Address

Date

Portland, Oregon 97209

City, State, Zip Code

27-19-73176

Federal Tax ID Number

Approved by Counsel as to form

9.27.14

Date

EXHIBIT A - Amendment

SCOPE OF WORK

Add Service #1: PLACE studio LLC (the "Vendor") will provide a phasing plan to parse out the recommended near term improvements. This plan will include a thorough review of shrubs (the *photinia* in front) and trees that need to be removed promptly, either because they are a hazard or because they are in the way of new plantings; as well as an analysis of a logical progression of projects for later years. The Vendor will work with WES and the KGNC to establish a target budget for subsequent projects and document recommended project packages. The future year projects will be in the form of a narrative summary, not construction documents. This work will be done as an additional service and on a parallel track with the work the Vendor is already doing for the Kellogg Good Neighbor Committee.

The field work will be done during summer and fall of 2014 and will be submitted as part of the master plan documentation.

These services performed by Vendor will cost an additional \$1890.

Add Service #2: PLACE studio LLC (the "Vendor") will perform two additional construction observation visits. The purpose of the first visit is to flag the first phase trees to be removed so as to ensure accuracy. The second additional site visit will be to approve plant material and review locations before planting commences.

Both visits will occur in the fall of 2014 to be timed optimally for efficiency in construction.

These services performed by Vendor will cost an additional \$1570.

Add Service #3: PLACE studio LLC (the "Vendor") will develop a performance specification for irrigation to define what the irrigation system must achieve and allow the contractor to deliver a system that meets the spec. PLACE will provide:

- General irrigation plan with suggested hookup locations, showing area needing to be covered by irrigation
- Performance specification

- Review submittals by the contractor
 - One visit during construction
 - Review irrigation as-built that the contractor would provide
- These services performed by Vendor will cost an additional \$1,875.

Work will be completed by June 30, 2015.